



**CITY OF FLATONIA
REGULAR SCHEDULED CITY COUNCIL MEETING
Council Chambers/City Hall
125 E. South Main, Flatonia, Texas
March 21, 2023, AT 6:00 pm**

AGENDA

Opening Agenda

Call to Order
Invocation & Pledge
Citizens' Participation

Reports

Police Chief	February Activity
Utility Director	February Report
City Manager	February Report

Consent Agenda

- C1. Consider and take appropriate action on the minutes from the February 20, 2023, meeting.
- C2. Consider and take appropriate action on the financial statements for February 2023.

Deliberation Agenda

DA3.1.2023.1 Consider and take appropriate action on swearing in the new Code Enforcement Official.

- DA3.1.2023.2 Consider and take appropriate action on the status of the 2019-2020 Audit.
- DA3.1.2023.3 Consider and take appropriate action on Ordinance No. 2023.03.01 for Food Trucks.
- DA3.1.2023.4 Consider and take appropriate action on installing either a stop signs or yield signs to the streets that cross over W. 3rd St/ Specifically S. Hudson (north & south) and S. Penn St (north & south).
- DA3.1.2023.5 Consider and take appropriate action reimbursement for health care of \$25 a month for City Manager and an additional \$200 a month to go towards the Medical Savings account in lieu of the \$735.00 a month for all current full-time employees.
- DA3.1.2023.6 Consider and take appropriate action on the lease for the United States Postal Service.
- DA3.1.2023.7 Consider and take appropriate action on changing the name of the baseball field to Mike Schulze Ball Field.

Executive Session

- ES3.1.2023.1 As authorized by Texas Government Code Sec. 551.072 (Possible exchange, lease, or value of real estate including the potential change of ownership of park land; and)

McWhirter Park - Softball Field
- ES3.1.2023.2 As authorized by Texas Government Code Sec. 551.071 (Deliberation Regarding pending or contemplated litigation or to seek the advice of the City Attorney including the Flatonia Fire and Rescue Inc.

Flatonia Fire and Rescue Inc. Agreement.

Adjournment

I, the undersigned authority do 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 **March 17, 2023, by 6:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Tamela Louvier

Tamela Louvier, City Secretary, 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 Secretary'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).

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: _____

Tamela Louvier,
City Secretary, City of Flatonia



FLATONIA POLICE DEPARTMENT

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

February 2023 Monthly Report

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

Calls for Service:

There were **405** calls for service for this month.

Offense / Incident Report Activity:

On February 1, 2023, Officer T. Amos was dispatched to a motor vehicle accident involving a pedestrian. Officer Amos arrived before medical personnel and was able to effectively communicate information to responding medics. When medics arrived, they assisted the injured pedestrian and confirmed that occupants of the vehicle did not need medical attention. Officer Amos was able to ensure scene safety, provide traffic control, and conduct a thorough traffic accident investigation.

On February 1, 2023, medics were transporting an individual from the City of Flatonia to a local hospital for multiple claims of injury related to an accident that had occurred in another jurisdiction several days before. While in transport, a short distance west of city limits, the medics requested police assistance because the transportee became combative and was attempting to exit the moving ambulance. Chief L. Dick responded because of the close proximity. Chief Dick was the only officer to reach the scene, because as he arrived, the subject decided he wanted to continue transport to the hospital. Chief Dick followed FCEMS to their destination to ensure there were no additional incidents before immediately returning to city limits.

On February 7, 2023, Sergeant T. Tunis responded to a medical call at a local business. An elderly individual had suffered a laceration that was uncontrollably bleeding. Sgt. Tunis was the first responder on scene. He observed an the individual had lost a large amount of blood. Sgt. Tunis was able to keep the individual responsive while he effectively stopped the bleeding. Sgt. Tunis collected a brief medical history from the individual and provided it to responding medics to assist with knowledge of how to best assist the individual upon their arrival.

On February 21, 2023, Officer T. Roggenkamp conducted a traffic stop on a vehicle for expired registration. Upon making contact with the driver of the vehicle he recognized the odor of marijuana coming from inside the vehicle. Officer Roggenkamp conducted a search of the vehicle and located THC, marijuana, drug paraphernalia, and a firearm within the vehicle. Officer Roggenkamp placed the driver under arrest and transported them to Fayette County Jail for Possession of a Controlled Substance, Possession of Marijuana, Possession of Drug Paraphernalia, and Unlawful Carry of a Weapon (firearm).

On February 25, 2023, Sergeant T. Tunis responded to a disturbance. Upon arrival he recognized that while there was not an active disturbance occurring between the two individuals at that time, there were clear signs of distress. While speaking with the two individuals separately, he was able to corroborate the events that had occurred. He also identified markings on the victim. The other individual was placed in custody and transported to Fayette County Jail for Assault Family Violence.

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

Arrests and Pending Charges

There were two (2) direct custody arrests for the month of February.

Traffic Contacts: 99

All Flatonia Police Officers, including command staff, have conducted traffic control throughout the City, and specifically in the areas of town where complaints have been received related to speeding and stop sign violations. Flatonia officers will continue to conduct stationary and mobile radar and observe traffic at intersections to address the traffic concerns.

In-Service Training:

On February 1 and 7, 2023, Sgt. T. Tunis completed training on Cyber Crimes and Security and The Internet of Things. Both courses focused on how to recognize Cyber Crimes and the investigation of related crimes. The training further discussed how technological devices can further investigation and how to successfully use them to gather additional evidence in a crime other types of crime.

On February 21 through the 23, 2023, Sgt. T. Tunis attended and completed a New Investigators Course. This 24-hour course is designed to facilitate and train officers on how to conduct a successful investigation. Upon completing this course, the officer is to demonstrate how to command a crime scene, gather various types of evidence, evaluate autopsy information, conduct interviews and interrogations, and much more.

On February 28, 2023, Officer T. Amos completed a Case Law course. This 4-hour course provided knowledge and further understanding about vital case law that affects law enforcement. During this course, training and instruction also exhibits how officers utilize case law to ensure they are constitutionally compliant and not unjust during their active and day-to-day duties.

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

February	
TYPE	#
Agency Assist	18
Accidents	1
Alarm Calls	1
Animal Complaints	6
Citizen Assist	9
Civil Matter	2
Close Patrol	94
Funeral Escort	2
Ministerial Voucher	0
Motorist Assist	2
Noise Complaint	0
Open Door	1
School Patrol/Security	53
Suspicious Vehicle	2
Suspicious Person	4
Traffic Hazard	2
Transient Call	3
Walk In	4
Disturbance	6
Welfare Check	4
Traffic Stops	99
Incident Reports	11
Offense Reports	7
Supplemental Reports	8
Follow Ups	8
Scam	1
Traffic Control	32
Other	25
TOTAL	405

February 2023

Utility Director Activity Report

2/1

- Day off due to possible icing conditions

2/2

- Mark electric lines @ mausoleum

2/3

- Patching
- Building maintenance @ well #12

2/4

- Water leak on Market near 2nd, traced to customer service, notify customer

2/6

- Cut concrete @ pool, found 2 broken fittings on the suction side
- Issues with water meter on 9th near Faires

2/7

- Repaired leaks @ pool, backfilled, form for concrete
- Mark city lines for AT&T bore from Prosperity to the school
- Meet with customer in about new water service on 95 S

2/8

- New employee orientation
- Pump clogged @ lift station #1, pull pump, remove obstruction, reinstall
- Post office back door not shutting, anchor door frame
- After hours call out to 4th & Mill, burned secondary connector

2/9

- Pour concrete at the pool
- Clean & grease aerator
- Repair burned wiring in 9th St lift station control box
- Work on drainage on N Colorado
- Start removal of material given to city by Hunter
- Make water tap for new home on Hwy 95 S

2/10

- Replace motor @ the pool

- Replace spider gasket on south filter @ pool
- Clean and begin refilling pool
- Haul material from shop to appropriate pile (leftovers from Hunter)
- After hours call out to replace customer side water valve on Hudson, near 2nd

2/13

- Install new reclosers on east feeder near Cedar
- Check on lights now working @ Legion Field
- Pool turned back on

2/14

- Read meters

2/15

- Repair water leak on Market near 10th
- Read meters
- Evening call out for car hitting pole and fire hydrant

2/16

- Replace water lateral on S. Hudson near 1st
- Straighten and repack dirt around fire hydrant on 609 @ Mulberry
- Meeting on emergency operations

2/17

- Work on getting set up for Tier 2 reporting
- Patching

2/20

- Make 2 water taps for lots on 12th St
- Scraping dirt off roads , 6th & 7th
- Pull meters for non-payment
- Pull aerator, repair burned connection, put back in service
- Trouble with filtration unit @ water plant #3, restart computer

2/21

- Trim electric ROW near Auction Barn
- Repair water leak by Legion Hall
- Trip to Austin to pick up repaired High Ranger
- Sewer blockage on S Mill near 6th. Apparent bad pipe on customer side

2/22

- Trim tree falling in Hwy 90 ROW
- Trim electrical ROW on east side of N. La Grange

- Attempt to divert water in ditch on N. Converse
- Remove hydraulic cylinder from hydro-vac for repair.
- Meter re-reads

2/23

- Repair burned wires in control panel of lift station #6
- Replace rusted off anchor on a service pole off S. Market St
- Check electrical connections to the County warehouse, voltage issues.
- Pull pole on 5th St.
- Haul scrap metal to Gonzales

2/24

- Temporary repair on N Converse @ IH 10 frontage (street project prospect).
- Temporary repair on aerators, rope broke.
- Work on water truck tank, leaks
- PUCT updates with assistance from Schneider Engineering

2/27

- Pick up dirt on sides of road in the N Faires area.
- Assist with code enforcement officer orientation.
- Retrofit Post Office counter lights to LED.

2/28

- Replace ropes on west aerators, repair broken connections, put back on line
- Install customer supplied culvert on S. Hudson
- Call for electric line down, found to be on customer side

City Manager's Report

To: Mayor Geesaman & City Council

CC: Staff

From: Sonya Bishop, City Manager

Date: 3-21-2023

Re: Monthly City Manager's Report

Mayor and Council,

1. **Planning and Zoning:**

- a. There is nothing new to report. We are starting the process to rezone an error from R2 to R1.

2. **Economic Development:**

- a. EDC had a meeting March 16, 2023.

Code Enforcement:

- a. Ryan Anders is on the agenda (more to note possibly later)

Road Construction:

1. TxDOT continues to work on the sidewalk project. They had some issues with a citizen at one address. They are hoping to resolve the situation quickly.

Utility Projects:

- a. The GLO CDBG MIT SUP (22-119-001-D359 grant for the sewer is moving along and is suspected to start the bidding process in May.

Parks and Pool:

- a. There is nothing new to report.

Administration:

- a. I am applying for as many grants as I can for the city. We may or may not get approved, but we will not know until we try.
- b. I have posted an ad for police academy candidates, and a few has shown interest, however no one has turned in a completed packet.
- c. I am searching for a finance clerk but have not had any applicants currently.
- d. Tamela and I are both certified in infrastructure protection. We should have our certificates within six weeks.
- e. Tamela and I have been working many hours from home. We are exhausted to say the least but trying our best.

Financial Report:

- a. I received the following email from Jamie Notz regarding the audit and requested her presence at tonight's meeting.

“Sonya,

Do not be disheartened! Thanks to the work you and Tammy and Tabitha (and possibly others I don't know about) have done to identify the journal entries that needed to be reversed, we were able to enter the information into our system. I am pleased to let you know that cash can be reconciled to the general ledger within \$1,500. That is close enough for me! We are in the process of determining what additional work needs to be done to update our workpapers in the accounts affected by the reversing entries. As I mentioned when we met, the resolution to the cash out of balance situation does not bring us to completion, but it gets us much closer.

March 15 is the federal filing deadline for partnerships, corporations, and other fiscal year entities. When we get past that, we will regroup and plan on how to get this done during the middle of tax season. The good thing is that the report is basically written. Before we can issue the report, we have to update our documentation to address the numbers that changed in the trial balances and finish other procedures that got put on hold when there was a real possibility that we could be disclaiming our opinion. I will let you know what the plan is and do my best to estimate a timeline for you.

Thank you – Jamie.”

This concludes the City Manager Report for submission at the August 9, 2022, City Council meeting.



**Minutes
Flatonia City Council
Regular Meeting
February 20, 2023**

Present:

Mayor	Dennis Geesaman
Mayor Pro Tem	Catherine Steinhauser
Councilpersons	Ginny Sears Allen Kocian Joanye Eversole Travis Seale
City Manager	Sonya, Bishop, City Manager
City Secretary	Tammy Louvier, City Secretary
Police Chief	Lee Dick, Police Chief
Utility Director	Jack Pavlas, Utility Director

Opening Agenda

Call to Order	Mayor Geesaman called the meeting to order at 6:00 pm.
Invocation & Pledge	Councilman Seale led the invocation and pledges.
Citizens' Participation	Taylor Swenning - Darlin's Diner.

Reports

Police Chief	January Activity
Utility Director	January Report
City Manager	January Report

Consent Agenda

- C1. Councilman Seale made a motion to approve the minutes from the January 10, 2023, meeting. Councilman Kocian seconded the motion. None opposed. Motion carried.
- C2. Council person Sears made a motion to approve the financial statements for January 2023. Council person Eversole seconded the motion. None opposed. Motion carried.

Deliberation Agenda

- DA2.1.2023.1 Council person Eversole made a motion to approve City Manager, Sonya Bishop and City Secretary, Tamela Louvier, Mayor Dennis Geesaman, Mayor Pro Tem, Catherine Steinhauser and Ginny Sears as signers on the Flatonia National Bank Accounts. Councilman Kocian seconded the motion. None opposed. Motion carried.
- DA2.1.2023.2 Council person Eversole made a motion to approve and sign the Combine Community Action (CCA) agreement. CCA has contracted with Texas Department of Housing and Community Affairs to conduct the Comprehensive Energy Assistance Program (CEAP). Council person Seale seconded the motion. None opposed. Motion carries.
- DA2.1.2023.3 Council person Eversole made a motion to approve increasing the standby pay for our Utility Department from \$100 to \$250. Mayor Pro Tem Steinhauser seconded the motion. None opposed. Motion carried.
- DA2.1.2023.4 Council person Eversole made a motion to approve the Fourth Quarter 2022 Hotel Occupancy Tax Expenditure Reports from Flatonia Chamber of Commerce, Special Projects, and EA Arnim Archives and Museum. Councilman Seale seconded the motion. None opposed. Motion carried.
- DA2.1.2023.5 Council person Mayor Pro Tem Steinhauser made a motion to approve the appointment of Rosa Velasquez, Sharon Cosson and Elias Flores to serve on the Housing Authority' Slate of Commissioners. Council person Eversole seconded the motion. None opposed. Motion carried.
- DA2.1.2023.6 Council person Eversole made a motion to approve the adoption/reaffirming of the Civil Rights Policies and Procedures, to include the HUD Section 3 presentation, for the TxCDBG City of Flatonia Contract CDV21-0342. Councilman seconded the motion. None opposed. Motion carried.

DA2.1.2023.7 Councilman Seale made a motion to approve the permits for Muffins and Mufflers Classic Car Show. Council person Sears seconded the motion. None opposed. Motion carried.

DA2.1.2023.8 Council person Mayor Pro Tem made the motion to approve Randy Johnson as the new EDC Committee member. Councilman Kocian seconded the motion. None opposed. Motion carried.

Entered into Executive Session at 6:55 pm

Adjournment

Councilman Seale called the meeting adjourned at 8:54 pm. Mayor Pro Tem Steinhauser seconded the motion. None opposed. Motion carried.

Signed

Dennis Geesaman
Mayor

Attest

Sonya Bishop
City Manager

Financial Statement

February 2023

Financial Reports

- **Check Register – February 2023**
- **Balance Sheet – February 2023**
- **Financial Statement – February 2023**

Check Register

February 2023

3/16/2023 4:15 PM
 VENDOR SET: 01 CITY OF FLATONIA
 BANK: * ALL BANKS
 DATE RANGE: 2/01/2023 THRU 2/28/2023

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01329	VOID CHECK Sign Ad	V	2/07/2023			060668		
	Sign Ad							450.00CR
00179	C-CHECK TEXAS SDU	V	2/09/2023			060908		
	TEXAS SDU							201.23CR
	C-CHECK VOID CHECK	V	2/22/2023			060912		
						060926		

* * T O T A L S * *
 REGULAR CHECKS: 0 NO INVOICE AMOUNT 0.00 DISCOUNTS 0.00 CHECK AMOUNT 0.00
 HAND CHECKS: 0 0.00 0.00 0.00
 DRAFTS: 0 0.00 0.00 0.00
 EFT: 0 0.00 0.00 0.00
 NON CHECKS: 0 0.00 0.00 0.00

VOID CHECKS: 4 VOID DEBITS 0.00
 VOID CREDITS 651.23CR 651.23CR 0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: * TOTALS: NO 4 INVOICE AMOUNT 651.23CR DISCOUNTS 0.00 CHECK AMOUNT 0.00
 BANK: * TOTALS: 4 651.23CR 0.00 0.00

VENDOR I. D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00026	Internal Revenue Service	D	2/02/2023	2,837.75		000552		
	Withholding Tax	D	2/02/2023	4,461.02		000552		
	Social Security	D	2/02/2023	1,043.36		000552		8,342.13
00052	Deere Credit, Inc.	D	2/09/2023	1,758.96		000553		1,758.96
00096	AT&T	D	2/09/2023	55.16		000554		55.16
00796	ICRA - Electric Bill	D	2/10/2023	164,023.63		000555		164,023.63
00052	Deere Credit, Inc.	D	2/20/2023	1,758.96		000556		1,758.96
01279	Global Payments Integrated - C	D	2/20/2023	138.19		000557		1,647.33
	Global Payments Integrated - C	D	2/20/2023	1,509.14		000557		
00026	Internal Revenue Service	D	2/17/2023	2,742.93		000559		8,566.11
	Withholding Tax	D	2/17/2023	4,719.38		000559		
	Social Security	D	2/17/2023	1,103.80		000559		
00024	Texas Municipal Retirement	D	2/28/2023	6,940.59		000560		14,572.02
	Retirement	D	2/28/2023	7,631.43		000560		
00022	TML Health Benefits Pool	R	2/07/2023	10,376.06		060667		
	Family Dental	R	2/07/2023	81.75		060667		
	Family Dental	R	2/07/2023	81.75		060667		
	Health Children	R	2/07/2023	106.86		060667		
	Health Children	R	2/07/2023	106.86		060667		
	Family Health Insurance	R	2/07/2023	631.72		060667		
	Family Health Insurance	R	2/07/2023	631.72		060667		
	Employee Vision	R	2/07/2023	31.41		060667		
	Employee Vision	R	2/07/2023	31.41		060667		
	Family Vision	R	2/07/2023	36.24		060667		
	Family Vision	R	2/07/2023	36.24		060667		
	Voluntary Life Insurance	R	2/07/2023	44.75		060667		
	Voluntary Life Insurance	R	2/07/2023	44.75		060667		12,241.52

3/16/2023 4:15 PM
 CITY OF FLATONIA
 Prosperity Bank
 Prosperity Bank
 DATE RANGE: 2/01/2023 THRU 2/28/2023

A/P HISTORY CHECK REPORT

VENDOR I. D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00005	Agua-Tech Laboratories	R	2/02/2023	1,351.25		060878		1,351.25
00050	Incoda - Tyler Technologies	R	2/02/2023	275.63		060879		275.63
00078	Oak Hill Cemetery Assn.	R	2/02/2023	1,200.00		060880		1,200.00
00116	Unifirst Corporation	R	2/02/2023	131.30		060881		131.30
00158	Flatonia Electric Service	R	2/02/2023	9,573.51		060882		9,573.51
00259	Schulenburg Printing & Office	R	2/02/2023	26.50		060883		26.50
00397	Schulenburg Printing & Office	R	2/02/2023	25.00		060883		51.50
00597	David Durkin	R	2/02/2023	11.25		060884		11.25
00671	Lillie A Vanicek	R	2/02/2023	200.00		060885		200.00
00866	RDO Equipment Co.	R	2/02/2023	2,490.06		060886		2,490.06
00970	Carrot-Top Industries, Inc	R	2/02/2023	189.00		060887		189.00
01157	Colorado County Oil Co Inc	R	2/02/2023	4,297.75		060888		4,297.75
01264	Core & Main LP	R	2/02/2023	226.25		060889		226.25
01280	Ferguson Facilities Supply	R	2/02/2023	378.40		060890		378.40
	Medical Air Services Associati	R	2/02/2023	1,600.00		060891		1,600.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01326	Sonya Bishop	R	2/02/2023	450.97		060892		450.97
01391	CTRMA Processing	R	2/02/2023	2.86		060893		5.72
00022	TML Health Benefits Pool	R	2/03/2023	12,241.52		060894		12,241.52
01345	Tamela Louvier	R	2/03/2023	159.38		060895		185.51
00007	BEFCO Engineering, Inc.	R	2/09/2023	1,500.00		060896		1,500.00
00039	Flatonia Argus, Inc.	R	2/09/2023	39.00		060897		39.00
00053	KBS Electric Dist. Inc.	R	2/09/2023	3,976.00		060898		3,976.00
00116	Unifirst Corporation	R	2/09/2023	131.30		060899		131.30
00137	AT&T -VOIP	R	2/09/2023	1,086.06		060900		1,086.06
00175	Gregory Robinson	R	2/09/2023	200.00		060901		200.00
00321	Leonard Cox	R	2/09/2023	164.90		060902		164.90
00616	Aqua Water Supply Corporation	R	2/09/2023	50.00		060903		50.00
00883	Liberty National	R	2/09/2023	550.48		060904		550.48
01067	Texas Fleet Fuel	R	2/09/2023	734.17		060905		734.17

VENDOR I. D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01257	Schneider Engineering, LLC Schneider Engineering, LLC	R	2/09/2023	500.00		060906		500.00
01307	Stearns Automotive & Hydraulic Stearns Automotive & Hydraulic Stearns Automotive & Hydraulic Stearns Automotive & Hydraulic	R	2/09/2023	430.00 20.00 180.00 90.44		060907 060907 060907 060907		720.44
01329	Sign Ad Sign Ad	V	2/09/2023	450.00		060908		450.00
01329	Sign Ad Sign Ad	VOIDED V	2/09/2023			060908		450.00CR
01390	TransUnion Risk and Alternativ TransUnion Risk and Alternativ	R	2/09/2023	75.00		060909		75.00
00022	TML Health Benefits Pool TML Health Benefits Pool	R	2/10/2023	14,254.40		060910		14,254.40
00022	TML Health Benefits Pool TML Health Benefits Pool	R	2/10/2023	13,423.92		060911		13,423.92
00179	TEXAS SDU 001238162524.371	V	2/22/2023	201.23		060912		201.23
00179	TEXAS SDU TEXAS SDU	VOIDED V	2/22/2023			060912		201.23CR
00013	Circle W Feed & Supply Circle W Feed & Supply	R	2/13/2023	32.00		060921		32.00
00023	TML - TRP TML - TRP	R	2/13/2023	1,088.00		060922		1,088.00
00031	CARTS CARTS	R	2/13/2023	2,000.00		060923		2,000.00
00071	Mica Lumber Co. Mica Lumber Co.	R	2/13/2023	60.70		060924		60.70
00075	NAPA NAPA NAPA NAPA NAPA NAPA	R	2/13/2023	80.12 16.49 71.97 2.79 4.99		060925 060925 060925 060925 060925		

VENDOR I. D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00105	I-255298 NAPA	R	2/13/2023	7.49		060925		
	I-255310 NAPA	R	2/13/2023	13.99		060925		
	I-255421 NAPA	R	2/13/2023	3.99		060925		
	I-255568 NAPA	R	2/13/2023	16.57		060925		
	I-255815 NAPA	R	2/13/2023	11.33		060925		
	I-255833 NAPA	R	2/13/2023	6.99		060925		
	I-256094 NAPA	R	2/13/2023	4.76		060925		
	I-256293 NAPA	R	2/13/2023	84.97		060925		326.45
00105	Texas Disposal Systems	R	2/13/2023	122.76		060927		
	Texas Disposal Systems	R	2/13/2023	16,664.98		060927		
	Texas Disposal Systems	R	2/13/2023	17,507.06		060927		34,294.80
00116	Unifirst Corporation	R	2/13/2023	149.18		060928		149.18
00132	XEROX Corporation	R	2/13/2023	260.41		060929		
	XEROX Corporation	R	2/13/2023	185.98		060929		446.39
00310	DATAProse, LLC	R	2/13/2023	884.77		060930		884.77
00311	GALLS, LLC	R	2/13/2023	182.30		060931		182.30
00411	Fagan Answering Service & Tele	R	2/13/2023	125.00		060932		125.00
00418	ROMCO Equipment Co.	R	2/13/2023	66.66		060933		66.66
00517	Texas Social Security Program	R	2/13/2023	35.00		060934		35.00
01157	Core & Main LP	R	2/13/2023	4,002.69		060935		4,002.69
01196	Steve's Station	R	2/13/2023	25.00		060936		
	Steve's Station	R	2/13/2023	49.00		060936		
	Steve's Station	R	2/13/2023	14.00		060936		88.00

3/16/2023 4:15 PM
 VENDOR SET: 01 CITY OF FLATONIA
 BANK: CTB Prosperity Bank
 DATE RANGE: 2/01/2023 THRU 2/28/2023

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01274	Granite Telecommunications, LL Granite Telecommunications, LL	R	2/13/2023	526.84		060937		526.84
01307	Stearns Automotive & Hydraulic Stearns Automotive & Hydraulic	R	2/13/2023	238.00		060938		238.00
00046	Heussner Co., Inc. Heussner Co., Inc.	R	2/20/2023	2,960.00		060950		2,960.00
00050	Incode - Tyler Technologies Incode - Tyler Technologies	R	2/20/2023	275.63		060951		275.63
00061	LCRA LCRA	R	2/20/2023	1,067.20		060952		1,067.20
00063	Leroy's Plumbing, Inc. Leroy's Plumbing, Inc.	R	2/20/2023	7.00		060953		7.00
00101	Techline, Inc. Techline, Inc.	R	2/20/2023	1,760.00		060954		1,760.00
00113	Texas Department of Health Texas Department of Health	R	2/20/2023	328.45		060955		328.45
00116	Unifirst Corporation Unifirst Corporation	R	2/20/2023	164.39		060956		164.39
00152	Solomon Corporation Solomon Corporation	R	2/20/2023	9,585.00		060957		9,585.00
00179	TEXAS SDU TEXAS SDU	R	2/20/2023	201.23		060958		201.23
00214	MARC MARC	R	2/20/2023	196.86		060959		196.86
00311	GALLS, LLC GALLS, LLC	R	2/20/2023	1.80		060960		1.80
00725	Goldman, Hunt & Notz, LLP Goldman, Hunt & Notz, LLP	R	2/20/2023	73,945.00		060961		73,945.00
00738	Mario Perales Mario Perales	R	2/20/2023	200.00		060962		200.00

VENDOR I. D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00885	I-02032023 Citibank	R	2/20/2023	4,412.55		060963		4,412.55
01067	I-NP63834486 Texas Fleet Fuel	R	2/20/2023	796.40		060964		796.40
01315	I-4559 The Knight Law Firm LLP	R	2/20/2023	277.50		060965		277.50
01316	I-15230 Lexipol LLC	R	2/20/2023	7,689.17		060966		7,689.17
01343	I-01132023.1 Double I Painting & More	R	2/20/2023	950.00		060967		950.00

*** T O T A L S ***
 REGULAR CHECKS: 69 NO INVOICE AMOUNT 234,523.00 DISCOUNTS 0.00 CHECK AMOUNT 233,871.77
 HAND CHECKS: 0 0.00
 DRAFTS: 8 200,724.30
 EFT: 0 0.00
 NON CHECKS: 0 0.00

VOID CHECKS: 2 VOID DEBITS 0.00
 VOID CREDITS 651.23CR 651.23CR

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: CTB TOTALS: NO INVOICE AMOUNT 434,596.07 DISCOUNTS 0.00 CHECK AMOUNT 434,596.07
 BANK: CTB TOTALS: 79 434,596.07 0.00 434,596.07

VENDOR I.D. 01392
 I-2-2023 BIP
 NAME Henry K's LLC
 Henry K's LLC
 STATUS R
 CHECK DATE 2/02/2023
 INVOICE AMOUNT 4,863.41
 DISCOUNT
 CHECK NO 000661
 CHECK STATUS
 CHECK AMOUNT 4,863.41

* * T O T A L S * *
 REGULAR CHECKS: 1 INVOICE AMOUNT 4,863.41 DISCOUNTS 0.00 CHECK AMOUNT 4,863.41
 HAND CHECKS: 0 0.00 0.00 0.00
 DRAFTS: 0 0.00 0.00 0.00
 EFT: 0 0.00 0.00 0.00
 NON CHECKS: 0 0.00 0.00 0.00

VOID CHECKS: 0 VOID DEBITS 0.00
 VOID CREDITS 0.00
 TOTAL ERRORS: 0

VENDOR SET: 01 BANK: EDC1 TOTALS:
 NO 1
 INVOICE AMOUNT 4,863.41
 DISCOUNTS 0.00
 CHECK AMOUNT 4,863.41
 BANK: EDC1 TOTALS: 1 4,863.41 0.00 4,863.41

3/16/2023 4:15 PM
 VENDOR SET: 01 CITY OF FLATONIA
 BANK: HOTEL HOTEL OCCUPANCY TAX
 DATE RANGE: 2/01/2023 THRU 2/28/2023

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01329	Sign Ad	R	2/09/2023	450.00		001169		450.00
	I-0283722							

* * * T O T A L S * * *

REGULAR CHECKS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	450.00	0.00	450.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	NO	VOID DEBITS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00
VOID CREDITS:			

TOTAL ERRORS: 0

VENDOR SET:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	1	450.00	0.00	450.00
BANK: HOTEL	1	450.00	0.00	450.00
REPORT TOTALS:	81	439,909.48	0.00	439,909.48

Balance Sheet

February 2023

*** MONTH TO DATE *** DEBITS CREDITS
 *** YEAR TO DATE *** DEBITS CREDITS

ASSETS	ACCT#	ACCOUNT NAME	DEBITS	CREDITS
1008		POOLED CASH CORRECTIONS	0.00	447.81
1010		Claim to Master Cash	74,131.73	1,141,902.17
1020		Petty Cash	0.00	70.00
1030		Cash on Hand	0.00	50.00
1040		Police Petty Cash	0.00	100.00
1050		Money Market Account-7190	175.03	123,510.11
1055		TexPool	0.00	373,385.59
1080		Drug Forfeiture	0.00	89.12
1120		Taxes Receivable - Delinquent	0.00	20,990.93
1200		Accounts Receivable	590.33	41,288.94
1201		AMP Receivable		326.86
1300		Bonds Escrow - Municipal Court		180.00
1550		Prepaid Expenses	0.00	2,434.81
TOTAL ASSETS			74,897.09	1,186.67

LIABILITIES AND EQUITY/RETAINED EARNINGS	DEBITS	CREDITS
2001	0.00	8,885.11
2003	264.79	4,846.84
2004	395.40	489.45
2008	255.26	646.59
2009	0.00	74.11
2010	0.00	15,361.03
2011	0.00	317.54
2012	1,343.90	5,270.79
2017		473.06
2020	66,239.25	98,973.50
2029	0.00	100.00
2030	0.00	1,405.10
2040	0.00	28,080.68
2050		346.02
2220		275.69
2260	0.00	2,156.88
2310	0.00	1,364.70
2315	0.00	8,812.38
2320	0.00	15,709.89
2358	0.00	168,200.54
2470	0.00	20,990.93
2710	0.00	847,278.41
2990	0.00	
TOTAL LIABILITIES/RETAINED EARNINGS		

REVENUES	DEBITS	CREDITS
3110	68,498.60	3,585.36
3112		75,304.33
3113		264.57
3117		1,194.76
3130		1,727.59
		29,628.41
TOTAL LIABILITIES/RETAINED EARNINGS		

TRIAL BALANCE
AS OF: FEBRUARY 28TH, 2023

10 -General

ACCT# ACCOUNT NAME

*** MONTH TO DATE ***
DEBITS CREDITS

*** YEAR TO DATE ***
DEBITS CREDITS

REVENUES - (CONTINUED)

ACCT#	ACCOUNT NAME	DEBITS	CREDITS	DEBITS	CREDITS
3143	Mixed Beverage Tax	0.00			902.69
3211	CONVENIENCE FEE		254.00		1,138.00
3220	Dog Licenses		16.00		99.00
3222	Building Permits		762.28		7,356.18
3230	Other Licenses & Permits		100.00		200.00
3430	Return Check Fee		70.00		350.00
3442	Penalties & Interest		586.90		1,935.72
3443	Refuse Collection		39,166.86		194,938.38
3450	Limb Chipping Revenue		30.00		180.00
3475	Park Revenue	0.00		100.00	
3510	Fines		725.11		4,599.87
3511	Court Costs		399.46		3,480.09
3610	Interest Earnings		175.03		5,604.89
3810	Post Office Rent		865.00		4,325.00
3811	Miscellaneous Revenue		326.70		894.70
3820	Land Lease/Royalty		745.03		3,467.91
3830	Insurance Reimbursement		13,928.76		14,943.80
3930	Fire Dept Utility Donation		624.91		3,470.12
3998	TRANS EDC CITY MAN/SEC	0.00			27,000.00
TOTAL REVENUES		0.00	165,895.70	100.00	725,116.63

EXPENDITURES

4150.2220	Building & Grounds	19.14		802.41	
4150.2224	Motor Vehicle Repair	17.48		3,560.20	
4150.2225	Heavy Equipment	69.99		90.86	
4150.2226	Machinery & Equipment	29.13		6,727.27	
4150.2227	Paving & Drainage Supplies	0.00		3,375.18	
4150.2310	General Liability Insurance	0.00		860.98	
4150.2311	Insurance of Motor Equipment	0.00		2,386.00	
4150.2325	Radio Service	0.00		258.70	
4150.3111	Ice, Cups, Etc.	0.00		6.00	
4150.3112	Fuel	0.00		800.72	
4150.3113	Oil & Grease	49.99		966.46	
4150.3120	Utilities	1,131.00		4,679.53	
4150.3164	Parts & Materials	1,168.83		1,500.55	
4150.3170	Wearing Apparel	35.97		191.84	
4150.3172	Miscellaneous	0.00		282.48	
4150.3174	Signal, Markers & Barricades	0.00		220.27	
4150.4600	Capital Outlay	0.00		38,560.82	
4250.1023	Clerical/Laborer	1,316.32		13,331.82	
4250.1110	Longevity	0.00		426.00	
4250.1120	Overtime	0.00		98.72	
4250.1200	Social Security	65.52		628.67	
4250.1210	Medicare	15.33		147.04	
4250.1215	Disability Insurance	4.17		51.71	
4250.1220	Group Health Insurance	1,174.95		4,709.65	
4250.1230	Group Dental Insurance	96.68		290.04	
4250.1240	Retirement	364.31		2,003.14	

10 -General

TRIAL BALANCE
AS OF: FEBRUARY 28TH, 2023

*** MONTH TO DATE ***
DEBITS CREDITS

*** YEAR TO DATE ***
DEBITS CREDITS

EXPENDITURES - (CONTINUED)

ACCT#	ACCOUNT NAME	DEBITS	CREDITS	DEBITS	CREDITS
4250.1250	Unemployment Tax (SUTA)	0.00		14.25	
4250.1255	Air Evac	0.00		160.00	
4250.1280	Worker's Compensation	60.44		1,247.44	
4250.2220	Building and Grounds	990.01		2,127.23	
4250.2222	MOTOR VEHICLE REPAIR	0.00		20.00	
4250.2225	Heavy Equipment	0.00		20.00	
4250.2310	General Liability Insurance	0.00		3,614.74	
4250.2311	Insurance of Motor Equipment	0.00		340.00	
4250.2325	Radio Service	19.95		99.75	
4250.2350	Travel	0.00		244.61	
4250.2370	Education & Training	0.00		151.15	
4250.3112	Fuel	0.00		255.65	
4250.3120	Utilities	1,490.26		9,455.77	
4250.3164	Parts & Materials	7.00		13.99	
4250.3170	Wearing Apparel	23.62		122.44	
4250.3172	Miscellaneous	3.70		11.10	
4250.3176	Janitorial Supplies	0.00		47.68	
4400.1010	Mayor/Council	225.00		1,125.00	
4400.1021	Executive	5,390.24		52,467.78	
4400.1023	Clerical/Laborer	980.00		6,780.66	
4400.1110	Longevity	0.00		114.00	
4400.1200	Social Security	435.25		3,487.00	
4400.1210	Medicare	101.82		815.65	
4400.1215	Disability Insurance	7.76		210.91	
4400.1220	Group Health Insurance	74.19	1,920.72	1,164.59	
4400.1221	Employer Contribution -HSA/HRA	75.28		222.57	
4400.1230	Group Dental Insurance	1,553.07		225.84	
4400.1240	Retirement	0.00		8,078.01	
4400.1250	Unemployment Tax (SUTA)	0.00		10.19	
4400.1255	Life Flight	160.00		320.00	
4400.1270	Certificate Pay	125.00		500.00	
4400.1280	Workers Comp	120.88		860.88	
4400.2102	Legal	277.50		3,671.50	
4400.2103	Medical Expense	0.00		1,924.20	
4400.2105	Financial Consultants	36,972.50		37,714.61	
4400.2106	Fayette Appraisal District Fee	2,294.75		4,589.50	
4400.2112	LIBRARY CONTRIBUTION	0.00		5,000.00	
4400.2130	Computer Services	50.00		794.14	
4400.2210	Cleaning	15.93		1,127.66	
4400.2211	Refuse Disposal	0.00		172,604.18	
4400.2218	Meals	0.00		152.61	
4400.2219	Post Office Expenses	5.46		438.59	
4400.2220	Building & Grounds	3.14		644.53	
4400.2221	Park House	139.05		556.92	
4400.2233	Vehicle Allowance	300.00		1,625.00	
4400.2234	Office Equipment Lease	260.41		1,417.71	
4400.2310	General Liability Insurance	0.00		8,856.31	
4400.2320	Telephone	153.10		4,370.96	
4400.2321	Computer Access - Internet Con	0.00		2,178.00	
4400.2330	Advertising & Public Notices	450.00		1,642.20	

TRIAL BALANCE
AS OF: FEBRUARY 28TH, 2023

10 -General

EXPENDITURES - (CONTINUED)

ACCT#	ACCOUNT NAME	*** MONTH TO DATE *** DEBITS	CREDITS	*** YEAR TO DATE *** DEBITS	CREDITS
4400.2340	Printing	265.50		1,666.30	
4400.2350	Travel	2,086.93		3,422.29	
4400.2370	Education & Training	0.00		100.00	
4400.2371	Memberships	0.00		712.19	
4400.3115	Postage	0.00		37.45	
4400.3116	Office Supplies	495.03		1,245.42	
4400.3117	Dntwn Beautification Supplies	0.00		1,196.53	
4400.3120	Utilities	930.92		3,348.68	
4400.3172	Miscellaneous	3.70		46.10	
4400.3173	Council	0.00		6.00	
4400.3174	Employee Relations	0.00		4,031.93	
4400.7100	County Airport Expense	0.00		3,488.59	
4400.7200	Programs	0.00		2,000.00	
4400.7240	Cemetery Contribution	0.00		1,200.00	
4520.1222	Retiree Group Health	1,164.90		2,529.80	
4521.1021	Executive	3,285.23		29,765.17	
4521.1023	Patrol Officers	7,993.37		100,102.15	
4521.1110	Longevity	0.00		294.00	
4521.1120	Overtime	325.59		4,271.06	
4521.1200	Social Security	816.92		8,029.73	
4521.1210	Medicare	191.05		1,793.63	
4521.1215	Disability Insurance	23.28		323.12	
4521.1220	Group Health Insurance	3,816.62		19,788.57	
4521.1221	Employer Contribution HRA/HSA	626.23		1,495.91	
4521.1230	Group Dental Insurance	225.84		656.12	
4521.1240	Retirement	3,581.28		19,820.79	
4521.1250	Unemployment Tax (SUTA)	0.00		5.09	
4521.1255	Life Flight	0.00		480.00	
4521.1270	Certificate Pay	350.00		1,875.00	
4521.1280	Workers Comp	362.70		13,249.88	
4521.2130	Computer Services	50.00		612.50	
4521.2220	Building & Grounds	12.60		889.82	
4521.2224	Motor Vehicle Repair	686.93		12,895.25	
4521.2310	General Liability Insurance	0.00		986.00	
4521.2311	PROPERTY/LIABILITY	0.00		9,223.00	
4521.2320	Telephone	71.30		2,272.14	
4521.2325	Radio Service	289.20		2,271.43	
4521.2360	Professional Services	0.00		150.00	
4521.2370	Education & Training	70.00		818.02	
4521.3111	Ice, Cups, Etc.	0.00		52.98	
4521.3112	Fuel	1,411.98		15,174.19	
4521.3115	Postage	0.00		86.80	
4521.3116	Office Supplies	185.98		711.69	
4521.3120	Utilities	295.22		1,161.19	
4521.3160	Minor Tools & Equipment	0.00		610.70	
4521.3170	Wearing Apparel	230.15		4,062.86	
4521.3172	Miscellaneous	22.20		1,383.35	
4521.3177	Ammunition	274.65		535.09	
4521.4240	Computer Software	7,764.17		7,767.77	
4521.4250	Vehicle DEBT	0.00		58,581.14	

10 -General

TRIAL BALANCE
AS OF: FEBRUARY 28TH, 2023

ACCR# ACCOUNT NAME *** MONTH TO DATE *** *** YEAR TO DATE ***
DEBITS CREDITS DEBITS CREDITS

EXPENDITURES - (CONTINUED)

4521.7210	Grant Expenditures	0.00	69,391.44	4,557.00	4,054.97
4523.1022	Code Compliance Officer	0.00		282.53	
4523.1200	Social Security	0.00		66.08	
4523.1210	Medicare	0.00		200.00	
4523.1220	Group Health	0.00		671.70	
4523.1240	Retirement	0.00		203.00	
4523.1280	Workers Comp	0.00		167.27	
4523.2320	Telephone	0.00		6,285.15	
4530.1021	Executive	1,257.03		389.70	
4530.1200	Social Security	77.94		91.15	
4530.1210	Medicare	18.23		1.02	
4530.1250	Unemployment Tax (SUTA)	0.00		300.00	
4530.2102	Legal	0.00		325.21	
4530.2320	Telephone	0.00		5,205.86	
4530.2361	Court Costs	0.00		104.24	
4530.3172	Miscellaneous	0.00		2,302.00	
4540.1280	Workers Comp	0.00		4.70	
4540.2220	Building & Ground DEBT SERVICE	4.70		602.29	
4540.2226	Machinery & Equipment	0.00		274.09	
4540.2320	Telephone	55.16		342.56	
4540.2321	Computer Access - Internet	0.00		3,134.35	
4540.2325	LCRA Radios	573.50		5,672.05	
4540.3112	Fuel	0.00		1,688.27	
4540.3120	Utilities	364.05			

TOTAL EXPENDITURES	98,584.20	71,312.16	811,142.20	4,054.97
*** TOTALS ***	241,979.89	241,979.89	2,986,113.46	2,986,113.46

*** END OF REPORT ***

57 -Water

TRIAL BALANCE
AS OF: FEBRUARY 28TH, 2023

*** MONTH TO DATE ***
DEBITS CREDITS
*** YEAR TO DATE ***
DEBITS CREDITS

ASSETS	ACCT#	ACCOUNT NAME	DEBITS	CREDITS	DEBITS	CREDITS
1010		Claim to Master Cash		7,794.74		
1200		Accounts Receivable		490.52		
1301		Deferred Pension Contributions	0.00		102,622.15	
1305		Net Pension - Investment Exp	0.00		36,315.34	
1306		Net Pension - Amortization Inv	0.00		18,314.00	
1310		Net Pension - Actual Experience	0.00		70,365.00	
1311		Net Pension Amortization Actua	0.00			33,745.00
1315		Net Pension Assumption Change	0.00			41,849.00
1316		Net Pension Amortization Asset	0.00		33,065.00	
1330		Deferred OPEB Contributions	0.00		5,768.00	
1331		OPEB - Actual Exp vs Assump	0.00		269.00	
1332		OPEB Amort of Actual Exp	0.00		71.00	
1333		OPEB - Assumption Changes	0.00		78.00	
1334		OPEB - Amortization of Assump	0.00			142.00
1610		Water System	0.00		2,437,080.90	
1650		Trucks and Equipment	0.00		231,558.83	
1660		Buildings and Equipment	0.00		82,176.73	
1680		Land	0.00		6,034.08	
1690		Allowance for Depreciation	0.00		18,991.76	594,741.84
1700		Construction in Progress	0.00			179.69
1800		AR Employee Computer Purchase	0.00			
TOTAL ASSETS			0.00	8,285.26	3,042,709.79	676,128.53

LIABILITIES AND EQUITY/RETAINED EARNINGS

2003		TML-TEBP Liability	0.03			1,540.04
2008		Liberty National	0.00			109.89
2009		Medicare	0.00		31.38	
2010		Withholding Tax	0.00		3,265.99	
2011		Social Security	0.00		134.16	
2012		Retirement	247.38		1,464.14	
2017		aflac	0.00			782.68
2020		Accounts Payable	8,738.25		16,984.35	
2030		Unclaimed Property	0.00			1,564.05
2190		Net Pension Liability	0.00			120,143.00
2191		Net OPEB Liability	0.00			8,239.00
2250		Customer Deposit		400.00		18,730.00
2260		Customer Deposit Refund	0.00			440.00
2268		Bonds Payable Current Portion	0.00			30,000.00
2330		Bonds Payable - 2006 series	0.00			185,000.00
2340		Note Payable	0.00			65,822.25
2345		Note Payable - Current	0.00			18,117.57
2346		LONG/SHORT		9.70		54.58
2460		Reserve for Pension	0.00			79,232.00
2461		Reserve for OPEB	0.00			8,217.00
2720		Retained Earnings Designated	0.00		109,255.41	
2810		Inventory Reserve	0.00			2,142.19
2990		Balance Sheet Profit/Loss	0.00			2,108,107.52
TOTAL LIABILITIES/RETAINED EARNINGS			8,985.66	409.70	218,584.43	2,560,792.77

TRIAL BALANCE
AS OF: FEBRUARY 28TH, 2023

*** MONTH TO DATE ***
DEBITS CREDITS

*** YEAR TO DATE ***
DEBITS CREDITS

LIABILITIES AND EQUITY/RETAINED EARNINGS - (CONTINUED)

ACCT#	ACCOUNT NAME	DEBITS	CREDITS
REVENUES			
3442	Penalties & Interest		504.72
3444	Sales		32,464.59
3445	Tapping Fees		2,350.00
3811	Miscellaneous Revenue		30.00
	TOTAL REVENUES	0.00	35,349.31

1,668.07
178,039.78
2,350.00
190.00

EXPENDITURES

4570.1023	Clerical/ Laborer	4,581.08	37,180.59
4570.1100	Stand By	100.00	1,100.00
4570.1110	Longevity	0.00	1,788.00
4570.1120	Overtime	0.00	812.45
4570.1200	Social Security	299.13	2,311.42
4570.1210	Medicare	69.96	540.57
4570.1215	Disability Insurance	19.40	1,727.63
4570.1220	Group Health Insurance	3,504.70	12,159.53
4570.1221	Employer Contribution BRA/HSA	204.66	683.32
4570.1230	Group Dental Insurance	171.96	977.88
4570.1240	Retirement	1,159.41	5,782.89
4570.1250	Unemployment Tax (SUTA)	0.00	4.08
4570.1270	LifeFlight	0.00	160.00
4570.1280	Certificate Pay	150.00	750.00
4570.2100	Workers Comp	241.78	4,263.28
4570.2106	Engineering Services	1,500.00	1,500.00
4570.2220	Financial Consultants	12,570.65	13,297.97
4570.2221	Building & Grounds	76.69	125.68
4570.2224	Water Well Maintenance	0.00	1,468.28
4570.2226	Motor Vehicle Repair	387.00	986.14
4570.2227	Machinery & Equipment	0.00	624.98
4570.2310	Water Analysis	378.45	635.54
4570.2311	General Liability Insurance	0.00	5,998.86
4570.2325	Insurance of Motor Equipment	0.00	882.00
4570.2370	Radio Service	34.95	174.75
4570.2371	Permits	0.00	7,274.58
4570.3112	Education & Training	175.00	286.00
4570.3113	Memberships	0.00	444.15
4570.3114	Fuel	0.00	724.28
4570.3115	Oil & Grease	49.99	447.25
4570.3160	Chemicals	3,972.72	10,140.19
4570.3164	Postage	181.56	1,063.73
4570.3170	Utilities	2,325.50	10,041.50
4570.3172	Minor Tools & Equipment	124.50	398.17
4570.3173	Parts & Materials	925.12	8,938.15
	Meters	0.00	1,560.19
	Wearing Apparel	80.84	490.57
	Miscellaneous	14.80	
	CREDIT CARD PAYMENTS	0.00	10,869.30
	TOTAL REVENUES	0.00	182,247.85

1,292.73

C I T Y O F F L A T O N I A
TRIAL BALANCE
AS OF: FEBRUARY 28TH, 2023

57 -Water

ACCT# ACCOUNT NAME

*** MONTH TO DATE ***
DEBITS CREDITS

*** YEAR TO DATE ***
DEBITS CREDITS

EXPENDITURES - (CONTINUED)

4570.4220 Debt Principal

1,758.96

10,553.76

TOTAL EXPENDITURES

35,058.61

0.00

159,167.66

1,292.73

*** TOTALS ***

44,044.27

44,044.27

3,420,461.88

3,420,461.88

*** END OF REPORT ***

58 -Wastewater TRIAL BALANCE AS OF: FEBRUARY 28TH, 2023

*** MONTH TO DATE *** ** YEAR TO DATE ***
 DEBITS CREDITS DEBITS CREDITS

ACCT#	ACCOUNT NAME	DEBITS	CREDITS
ASSETS			
1010	Claim to Master Cash	13,583.30	286,943.41
1200	Accounts Receivable	135.47	23,857.10
1225	Sewer Non Current rec	0.00	2.00
1235	Due from General Fund	0.00	84,100.27
1410	Inventory of Supplies	0.00	0.34
1620	Wastewater System	0.00	1,623,876.48
1650	Trucks and Equipment	0.00	24,927.09
1660	Buildings and Equipment	0.00	194,481.81
1680	Land	0.00	2,875.00
1690	Allowance for Depreciation	0.00	617,788.28
TOTAL ASSETS		13,718.77	2,241,063.50

ACCT#	ACCOUNT NAME	DEBITS	CREDITS
LIABILITIES AND EQUITY/RETAINED EARNINGS			
2020	Accounts Payable	2,119.95	5,962.46
2268	Bonds Payable Current Portion	0.00	36,000.00
2720	Retained Earnings Designated	0.00	533,997.75
2800	Invest in Gen Fixed Assets	0.00	639,688.92
2810	Inventory Reserve	0.00	2,551.34
2990	Balance Sheet Profit/Loss	0.00	352,902.26
TOTAL LIABILITIES/RETAINED EARNINGS		2,119.95	1,565,140.27

ACCT#	ACCOUNT NAME	DEBITS	CREDITS
REVENUES			
3442	Penalties & Interest		328.10
3444	Sales		21,236.65
3445	Tapping Fees		675.00
TOTAL REVENUES		0.00	22,239.75

ACCT#	ACCOUNT NAME	DEBITS	CREDITS
EXPENDITURES			
4580.2100	Engineering Services	0.00	5,735.00
4580.2200	Sewer Plant & Lift Stations	0.00	140.90
4580.2220	Building & Grounds	0.00	373.19
4580.2224	Motor Vehicle Repair	0.00	130.62
4580.2226	Machinery & Equipment	28.50	390.45
4580.2227	Effluent Analysis	0.00	4,923.50
4580.2310	General Liability Insurance	0.00	847.00
4580.2311	Insurance of Motor Equipment	0.00	44.75
4580.2370	Education & Training	175.00	175.00
4580.2371	Memberships	0.00	444.15
4580.3112	Fuel	0.00	734.28
4580.3114	Chemicals	2,960.00	5,770.00
4580.3115	Postage	181.56	1,063.74
4580.3120	Utilities	2,859.11	11,321.79
4580.3160	Minor Tools & Equipment	0.00	42.28
4580.3164	Parts & Materials	196.86	722.01
4580.4601	GLO Grant Expenditures	0.00	10,543.95
TOTAL EXPENDITURES		6,401.03	43,402.61

ACCT# ACCOUNT NAME DEBITS CREDITS *** MONTH TO DATE *** DEBITS CREDITS *** YEAR TO DATE ***

ASSETS		DEBITS	CREDITS	DEBITS	CREDITS
1010	Claim to Master Cash	76,096.03		946,742.26	
1200	Accounts Receivable	949.98		283,022.43	
1301	Deferred Pension Contributions	0.00		27,470.00	
1305	Net Pension - Investment Exp	0.00		105,547.00	
1306	Net Pension - Amortization Inv	0.00			50,617.00
1310	Net Pension - Actula Experience	0.00			62,774.00
1311	Net Pension Amortization Actua	0.00			
1315	Net Pension Assumption Change	0.00		49,597.00	
1316	Net Pension Assumption Change	0.00		8,651.00	
1330	Deferred OPEB Contributions	0.00			7,656.00
1331	OPEB Actual Exp vs Assum	0.00		403.00	
1332	OPEB Amort of Actual Expense	0.00		105.00	
1333	OPEB - Assumption Changes	0.00		117.00	
1334	OPEB - Assumption of Assumpti	0.00			214.00
1410	Inventory of Supplies	0.00		73,176.00	
1600	Electric System	0.00		1,497,591.05	
1650	Trucks and Equipment	0.00		487,981.14	
1660	Buildings and Equipment	0.00		152,045.86	
1670	Construction	0.00		38,858.35	
1680	Land	0.00		2,875.00	
1690	Allowance for Depreciation	0.00			1,404,220.01
TOTAL ASSETS		77,046.01	0.00	3,674,182.09	1,526,031.01

LIABILITIES AND EQUITY/RETAINED EARNINGS

2003	TML-IEBP Liability	546.51			506.00
2004	Flexible Spending Health		0.34		0.34
2008	Liberity National	145.14			442.37
2009	Medicare	0.00			27.76
2010	Witholding Tax	0.00		4,230.21	
2011	Social Security	0.00			118.52
2012	Retirement	737.78		2,261.94	
2017	AFLAC				993.42
2020	Accounts Payable			13,187.83	
2030	Unclaimed Property	0.00			10,381.96
2040	Sales Tax			6,539.94	
2060	Unapplied Credits	0.00		2,866.52	
2110	Electric Line Rebate	0.00			5,433.46
2190	Net Pension Liability	0.00			180,213.00
2191	Net OPEB Liability	0.00			12,359.00
2250	Customer Deposit			3,100.00	
2460	Reserve for Pension	0.00		135,160.00	
2461	Reserve for OPEB	0.00		14,017.00	
2720	Retained Earnings Designated	0.00			127,156.98
2810	Inventory Reserve	0.00			59,508.50
2990	Balance Sheet Profit/Loss	0.00			1,785,528.92
TOTAL LIABILITIES/RETAINED EARNINGS		1,429.43	23,009.62	158,535.67	2,337,526.42

TRIAL BALANCE

AS OF: FEBRUARY 28TH, 2023

59 -Electric

ACT# ACCOUNT NAME *** MONTH TO DATE ***

DEBITS CREDITS DEBITS CREDITS

LIABILITIES AND EQUITY/RETAINED EARNINGS - (CONTINUED)

REVENUES					
3440	Customer Service	0.00	125.00		7,554.18
3441	Administrative Fee		3,407.32		250.00
3442	Penalties & Interest		100,341.31		10,392.41
3444	Sales		164,060.12		443,705.72
3445	Power Cost Recovery Factor		460.00		819,562.28
3811	Miscellaneous Revenue				5,470.05

TOTAL REVENUES 0.00 268,393.75

0.00 1,286,934.64

EXPENDITURES

4590.1021	Executive	3,002.83		25,111.10	
4590.1023	Clerical/Laborer	7,299.32		77,253.78	
4590.1100	Stand By	300.00		3,600.00	
4590.1110	Longevity	0.00		6,318.00	
4590.1120	Overtime	76.42		619.51	
4590.1200	Social Security	664.93		6,216.73	
4590.1210	Medicare	155.51		1,453.92	
4590.1215	Disability Insurance	13.56		240.82	
4590.1220	Group Health Insurance	1,686.30		13,630.61	
4590.1221	Employer Contribution HRA/HSA	91.53		183.06	
4590.1230	Group Dental Insurance	96.68		290.04	
4590.1240	Retirement	3,024.00		16,641.11	
4590.1250	Unemployment Tax (SUTA)	0.00		5.09	
4590.1255	LifeFlight	0.00		960.00	
4590.1270	Certificate Pay	600.00		2,850.00	
4590.1280	Workers Comp	302.20		5,477.45	
4590.2100	Engineering Services	1,458.07		12,938.17	
4590.2106	Financial Consultants	24,401.85		24,891.63	
4590.2130	Computer Services	601.26		40,318.47	
4590.2220	Building & Grounds	0.00		650.00	
4590.2224	Motor Vehicle Repair	448.41		602.73	
4590.2225	Heavy Equipment	9.50		3,900.01	
4590.2226	Machinery & Equipment	44.99		400.13	
4590.2228	Contracting Services	75.00		450.00	
4590.2310	General Liability Insurance	0.00		4,465.18	
4590.2311	Insurance of Motor Equipment	0.00		2,330.00	
4590.2320	Telephone	296.12		2,818.50	
4590.2321	Computer Access - Internet	131.32		647.41	
4590.2325	Radio Service	504.72		1,103.12	
4590.2350	Travel	0.00		9.19	
4590.2370	Education & Training	0.00		70.00	
4590.2380	Clean-up	34,295.99		34,768.31	
4590.3111	Ice, Cups, Etc.	0.00		37.75	
4590.3112	Fuel	0.00		956.77	
4590.3115	Postage	181.56		1,063.72	
4590.3116	Office Supplies	77.58		1,099.74	
4590.3120	Utilities	177.65		691.73	

59 -Electric

ACCT# ACCOUNT NAME

*** MONTH TO DATE ***
DEBITS CREDITS

*** YEAR TO DATE ***
DEBITS CREDITS

EXPENDITURES - (CONTINUED)

4590.3160	Minor Tools & Equipment	219.35		2,187.87	
4590.3164	Parts & Materials		40,721.57	33,383.55	
4590.3166	Meters	0.00		1,227.60	
4590.3170	Wearing Apparel	254.89		1,540.35	
4590.3172	Miscellaneous	7.40		111.60	
4590.4600	Capital Outlay	9,585.00		9,585.00	
4591.3100	Wholesale Electric Purchase	163,565.56		974,674.56	

TOTAL EXPENDITURES

253,649.50

1,317,774.31

0.00

*** TOTALS ***

332,124.94

332,124.94

5,150,492.07

5,150,492.07

*** END OF REPORT ***

Financial Statement

February 2023

CITY OF FLATONIA
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 28TH, 2023

10 -General

----- CURRENT YEAR -----
 THIS MONTH YEAR-TO-DATE THIS MONTH YEAR-TO-DATE

REVENUE SUMMARY

TAKES	107,119.66	451,132.97	101,621.76	390,094.83
LICENSES & PERMITS	1,132.28	8,793.18	2,082.98	7,053.99
CHARGES FOR SERVICE	39,853.76	197,304.10	39,412.43	180,204.25
FINES & FORFEITURES	1,124.57	8,079.96	255.59	3,080.78
INVESTMENT INCOME	175.03	5,604.89	19.16	79.43
MISCELLANEOUS REVENUE	15,865.49	23,631.41	5,455.89	17,685.44
OTHER FINANCING SOURCES	624.91	30,470.12	729.21	110,269.43
TOTAL REVENUE	165,895.70	725,016.63	149,577.02	708,468.15

EXPENDITURE SUMMARY

Streets	2,521.53	65,270.27	3,211.72	24,950.46
Parks	5,632.26	39,632.59	4,682.92	40,283.88
Administration	52,031.69	348,193.18	50,318.65	286,637.97
Police Executive	(36,428.95)	318,591.17	41,964.48	293,243.03
Code Enforcement	0.00	6,147.58	3,778.75	5,969.52
Municipal Court	1,353.20	12,702.33	1,713.38	9,177.18
Fire Department	997.41	14,020.31	15,146.32	49,988.62
TOTAL EXPENDITURES	26,107.14	804,557.43	120,816.22	710,250.66

** REVENUES OVER (UNDER) EXPENDITURES **

	139,788.56	(79,540.80)	28,760.80	(1,782.51)
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C I T Y O F F L A T O N I A
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 28TH, 2023

10 - General

REVENUES

----- CURRENT YEAR ----- PRIOR YEAR -----
 THIS MONTH YEAR-TO-DATE THIS MONTH YEAR-TO-DATE

TAXES

3110 Ad Valorem Taxes Current	75,304.33	336,451.61	98,926.75	308,760.67
3112 Ad Valorem Taxes Delinquent	264.57	4,733.54	243.01	2,850.33
3113 Penalties & Interest Prop Tax	194.76	1,353.34	210.48	962.65
3117 Telephone Co. Franchise Fee	1,727.59	3,491.72	1,774.60	3,671.89
3130 Sales Tax Revenue	29,528.41	104,200.07	0.00	72,421.53
3143 Mixed Beverage Tax	0.00	902.69	466.92	1,427.76
TOTAL TAXES	107,119.66	451,132.97	101,621.76	390,094.83

LICENSES & PERMITS

3211 CONVENIENCE FEE	254.00	1,138.00	208.00	1,008.00
3220 Dog Licenses	16.00	99.00	52.00	339.60
3222 Building Permits	762.28	7,356.18	1,822.98	5,706.39
3230 Other Licenses & Permits	100.00	200.00	0.00	0.00
TOTAL LICENSES & PERMITS	1,132.28	8,793.18	2,082.98	7,053.99

INTERGOVERNMENTAL REV

TOTAL				
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CHARGES FOR SERVICE

3430 Return Check Fee	70.00	350.00	0.00	105.00
3442 Penalties & Interest	586.90	1,935.72	453.06	2,032.78
3443 Refuse Collection	39,166.86	194,938.38	38,899.37	169,801.37
3450 Limb Chipping Revenue	30.00	180.00	60.00	225.00
3475 Park Revenue	0.00	100.00	0.00	0.10
3491 Cemetery	0.00	0.00	0.00	0.00
TOTAL CHARGES FOR SERVICE	39,853.76	197,304.10	39,412.43	180,204.25

FINES & FORFEITURES

3510 Fines	725.11	4,599.87	111.24	1,864.86
3511 Court Costs	399.46	3,480.09	144.35	1,215.92
TOTAL FINES & FORFEITURES	1,124.57	8,079.96	255.59	3,080.78

INVESTMENT INCOME

3610 Interest Earnings	175.03	5,604.89	19.16	79.43
TOTAL INVESTMENT INCOME	175.03	5,604.89	19.16	79.43

CITY OF FLORIDA
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 28TH, 2023

10 -General

REVENUES

----- CURRENT YEAR -----
 THIS MONTH YEAR-TO-DATE THIS MONTH YEAR-TO-DATE

	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
MISCELLANEOUS REVENUE				
3810 Post Office Rent	865.00	4,325.00	865.00	4,325.00
3811 Miscellaneous Revenue	326.70	894.70	672.85	3,337.23
3812 Wa Tower Antenna - Pole Attach	0.00	0.00	0.00	3,160.00
3815 Rent Softball & Baseball field	0.00	0.00	3,000.00	3,000.00
3820 Land Lease/Royalty	745.03	3,467.91	664.28	2,565.67
3830 Insurance Reimbursement	13,928.76	14,943.80	253.76	1,297.54
TOTAL MISCELLANEOUS REVENUE	15,865.45	23,631.41	5,455.89	17,685.44

	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
OTHER FINANCING SOURCES				
3924 TX DIV EMER MGMT GRANT	0.00	0.00	0.00	83,100.00
3930 Fire Dept Utility Donation	624.91	3,470.12	729.21	3,669.43
3935 FD Donations for Cap Projects	0.00	0.00	0.00	500.00
3998 TRANS EDC CITY MAN/SEC	0.00	27,000.00	0.00	23,000.00
TOTAL OTHER FINANCING SOURCES	624.91	30,470.12	729.21	110,269.43

	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
TOTAL REVENUES	165,895.70	725,016.63	149,577.02	708,468.15

C I T Y O F F L A T O N I A
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 28TH, 2023

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PAGE: 4

10 -General
 Streets
 DEPARTMENT EXPENDITURES

----- CURRENT YEAR -----
 THIS MONTH YEAR-TO-DATE THIS MONTH PRIOR YEAR
 YEAR-TO-DATE

PERSONNEL SERVICES
TOTAL

SERVICES					
4150.2220 Building & Grounds	19.14	802.41	0.00	35.78	
4150.2224 Motor Vehicle Repair	17.48	3,560.20	26.57	515.57	
4150.2225 Heavy Equipment	69.99	90.86	2,865.52	4,773.38	
4150.2226 Machinery & Equipment	29.13	6,727.27	264.65	955.38	
4150.2227 Paving & Drainage Supplies	0.00	3,375.18	0.00	2,677.82	
4150.2310 General Liability Insurance	0.00	860.98	0.00	452.76	
4150.2311 Insurance of Motor Equipment	0.00	2,386.00	0.00	2,379.44	
4150.2325 Radio Service	0.00	258.70	0.00	0.00	
4150.2350 Travel	0.00	0.00	26.32	26.32	
<u>TOTAL SERVICES</u>	<u>135.74</u>	<u>18,061.60</u>	<u>3,183.06</u>	<u>11,816.45</u>	

SUPPLIES

4150.3111 Ice, Cups, Etc.	0.00	6.00	0.00	31.75
4150.3112 Fuel	0.00	800.72	0.00	1,974.75
4150.3113 Oil & Grease	49.99	966.46	0.00	44.82
4150.3114 Chemicals	0.00	0.00	0.00	333.58
4150.3120 Utilities	1,131.00	4,679.53	0.00	4,527.32
4150.3160 Minor Tools & Equipment	0.00	0.00	17.99	620.98
4150.3164 Parts & Materials	1,168.83	1,500.55	0.00	581.73
4150.3170 Wearing Apparel	35.97	191.84	10.67	192.06
4150.3172 Miscellaneous	0.00	282.48	0.00	0.00
4150.3174 Signal, Markers & Barricades	0.00	220.27	0.00	805.21
<u>TOTAL SUPPLIES</u>	<u>2,385.79</u>	<u>8,647.85</u>	<u>28.66</u>	<u>9,112.20</u>

CAPITAL OUTLAYS

4150.4600 Capital Outlay	0.00	38,560.82	0.00	4,021.81
<u>TOTAL CAPITAL OUTLAYS</u>	<u>0.00</u>	<u>38,560.82</u>	<u>0.00</u>	<u>4,021.81</u>

INTERFUND CHARGES
TOTAL

<u>OTHER COSTS</u>				
<u>TOTAL</u>				

TOTAL Streets

	<u>2,521.53</u>	<u>65,270.27</u>	<u>3,211.72</u>	<u>24,950.46</u>
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CITY OF FLA TON I A
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

10 -General
Parks
DEPARTMENT EXPENDITURES

	CURRENT YEAR		PRIOR YEAR	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
PERSONNEL SERVICES				
4250.1023 Clerical/Laborer	1,316.32	13,331.82	2,503.28	11,188.62
4250.1110 Longevity	0.00	426.00	0.00	426.00
4250.1120 Overtime	0.00	98.72	0.00	82.27
4250.1200 Social Security	65.52	628.67	135.11	622.78
4250.1210 Medicare	15.33	147.04	31.60	145.66
4250.1215 Disability Insurance	4.17	51.71	15.58	77.32
4250.1220 Group Health Insurance	1,174.95	4,709.65	735.00	980.70
4250.1230 Group Dental Insurance	96.68	290.04	96.68	247.24
4250.1240 Retirement	364.31	2,003.14	368.98	2,038.78
4250.1250 Unemployment Tax (SUTA)	0.00	14.25	52.00	52.00
4250.1255 Air Evac	0.00	160.00	0.00	320.00
4250.1280 Worker's Compensation	60.44	1,247.44	0.00	718.34
TOTAL PERSONNEL SERVICES	3,097.72	23,108.48	3,938.23	16,899.71
SERVICES				
4250.2220 Building and Grounds	990.01	2,127.23	579.01	8,868.68
4250.2221 Baseball & Softball fields	0.00	0.00	0.00	1,419.48
4250.2222 MOTORE VEHICLE REPAIR	0.00	20.00	7.00	7.00
4250.2225 Heavy Equipment	0.00	20.00	0.00	0.00
4250.2226 Machinery and Equipment	0.00	0.00	129.98	129.98
4250.2310 General Liability Insurance	0.00	3,614.74	0.00	4,336.50
4250.2311 Insurance of Motor Equipment	0.00	340.00	0.00	289.10
4250.2325 Radio Service	19.95	99.75	19.95	59.85
4250.2350 Travel	0.00	244.61	0.00	0.00
4250.2370 Education & Training	0.00	151.15	0.00	0.00
TOTAL SERVICES	1,009.96	6,617.48	735.94	15,110.59
SUPPLIES				
4250.3112 Fuel	0.00	255.65	0.00	11.37
4250.3114 Chemicals	0.00	0.00	0.00	376.75
4250.3120 Utilitics	1,490.26	9,455.77	0.00	7,687.87
4250.3160 Minor Tools & Equipment	0.00	0.00	0.00	3.80
4250.3164 Parts & Materials	7.00	13.99	0.00	3.29
4250.3170 Wearing Apparel	23.62	122.44	8.75	157.50
4250.3172 Miscellaneous	3.70	11.10	0.00	33.00
4250.3176 Janitorial Supplies	0.00	47.68	0.00	0.00
TOTAL SUPPLIES	1,524.58	9,906.63	8.75	8,273.58

CITY OF FLATONIA
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

10 -General
Parks
DEPARTMENT EXPENDITURES

	----- CURRENT YEAR -----		----- PRIOR YEAR -----	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE

CAPITAL OUTLAYS
TOTAL

TOTAL Parks

	5,632.26	39,632.59	4,682.92	40,283.88
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10 -General
Administration
DEPARTMENT EXPENDITURES

----- CURRENT YEAR -----
THIS MONTH YEAR-TO-DATE
----- P R I O R Y E A R -----
THIS MONTH YEAR-TO-DATE

PERSONNEL SERVICES

4400.1010 Mayor/Council	225.00	1,125.00	150.00	750.00
4400.1021 Executive	5,390.24	52,467.78	6,269.24	32,610.73
4400.1023 Clerical/Laborer	980.00	6,780.66	0.00	3,483.58
4400.1110 Longevity	0.00	114.00	0.00	0.00
4400.1200 Social Security	435.25	3,487.00	416.60	1,478.51
4400.1210 Medicare	101.82	815.65	97.45	345.90
4400.1215 Disability Insurance	7.76	210.91	0.00	79.83)
4400.1220 Group Health Insurance	(1,920.72)	1,164.59	253.76	1,411.92
4400.1221 Employer Contribution -HSA/HRA	74.19	222.57	0.00	0.00
4400.1230 Group Dental Insurance	75.28	225.84	0.00	0.00
4400.1235 AFLAC/Liberty National	0.00	0.00	0.00	0.00
4400.1240 Retirement	1,553.07	8,078.01	968.30	3,028.14
4400.1250 Unemployment Tax (SUTA)	0.00	10.19	58.49	58.49
4400.1255 Life Flight	160.00	320.00	0.00	0.00
4400.1270 Certificate Pay	125.00	500.00	0.00	0.00
4400.1280 Workers Comp	120.88	860.88	0.00	704.62
TOTAL PERSONNEL SERVICES	7,327.77	76,383.08	8,213.84	43,874.95

SERVICES

4400.2102 Legal	277.50	3,671.50	3,883.00	6,870.46
4400.2103 Medical Expense	0.00	1,924.20	0.00	0.00
4400.2105 Financial Consultants	36,972.50	37,714.61	0.00	14,016.02
4400.2106 Fayette Appraisal District Fee	2,294.75	4,589.50	0.00	2,222.25
4400.2111 FD Donation Funds	0.00	0.00	0.00	2,206.19
4400.2112 LIBRARY CONTRIBUTION	0.00	5,000.00	0.00	0.00
4400.2130 Computer Services	50.00	794.14	4,570.17	5,370.13
4400.2210 Cleaning	15.93	1,127.66	2.98	1,054.61
4400.2211 Refuse Disposal	0.00	172,604.18	30,742.64	124,020.08
4400.2218 Meals	0.00	152.61	0.00	0.00
4400.2219 Post Office Expenses	5.46	438.59	0.00	0.00
4400.2220 Building & Grounds	3.14	644.53	276.97	612.79
4400.2221 Park House	139.05	556.92	0.00	488.53
4400.2223 Vehicle Allowance	300.00	1,625.00	300.00	900.00
4400.2234 Office Equipment Lease	260.41	1,417.71	263.24	1,577.91
4400.2310 General Liability Insurance	0.00	8,856.31	0.00	6,504.26
4400.2311 PROPERTY/LIABILITY	0.00	0.00	0.00	67.62
4400.2320 Telephone	153.10	4,370.96	127.10	4,594.31
4400.2321 Computer Access - Internet Con	0.00	2,178.00	28.71	2,171.55
4400.2330 Advertising & Public Notices	450.00	1,642.20	0.00	45.00
4400.2340 Printing	265.50	1,666.30	265.30	1,061.94
4400.2350 Travel	2,086.93	3,422.29	0.00	0.00
4400.2360 Professional Services	0.00	0.00	0.00	23,286.81
4400.2361 Surety Bonds	0.00	0.00	0.00	123.88
4400.2370 Education & Training	0.00	100.00	0.00	0.00

CITY OF FLATONIA
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 29TH, 2023

10 -General
 Administration
 DEPARTMENT EXPENDITURES

	CURRENT YEAR		PRIOR YEAR	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
4400.2371 Memberships	0.00	712.19	60.00	361.60
TOTAL SERVICES	43,274.27	255,209.40	40,520.11	197,555.94
SUPPLIES				
4400.3115 Postage	0.00	37.45	0.00	730.06
4400.3116 Office Supplies	495.03	1,245.42	0.00	823.92
4400.3117 Dntwn Beautification Supplies	0.00	1,196.53	0.00	834.08
4400.3120 Utilities	930.92	3,348.68	104.70	3,664.14
4400.3172 Miscellaneous	3.70	46.10	0.00	2,105.00
4400.3173 Council	0.00	6.00	130.00	158.13
4400.3174 Employee Relations	0.00	4,031.93	0.00	1,819.61
4400.3176 Janitorial Supplies	0.00	0.00	0.00	11.50
TOTAL SUPPLIES	1,429.65	9,912.11	234.70	10,146.44
CAPITAL OUTLAYS				
4400.4141 Cemetery	0.00	0.00	150.00	30,920.00
4400.4240 Computer Software	0.00	0.00	0.00	289.00
TOTAL CAPITAL OUTLAYS	0.00	0.00	150.00	31,209.00
INTERFUND CHARGES				
TOTAL				
OTHER COSTS				
4400.7100 County Airport Expense	0.00	3,488.59	0.00	0.00
4400.7200 Programs	0.00	2,000.00	0.00	6,000.00
4400.7240 Cemetery Contribution	0.00	1,200.00	1,200.00	1,200.00
4400.7300 Bad Debt Expense	0.00	0.00	0.00	3,348.36
TOTAL OTHER COSTS	0.00	6,688.59	1,200.00	3,851.64
DEBT SERVICE				
TOTAL				
TOTAL Administration	52,031.69	348,193.18	50,318.65	286,637.97

CITY OF FLATONIA
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

10 -General
Police Executive
DEPARTMENT EXPENDITURES

----- CURRENT YEAR -----
THIS MONTH YEAR-TO-DATE
----- PRIOR YEAR -----
THIS MONTH YEAR-TO-DATE

PERSONNEL SERVICES		THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
4521.1021	Executive	3,285.23	29,765.17	6,019.48	24,386.00
4521.1023	Patrol Officers	7,993.37	100,102.15	11,439.52	77,676.41
4521.1110	Longevity	0.00	294.00	0.00	450.00
4521.1120	Overtime	325.59	4,271.06	6,871.92	18,328.23
4521.1200	Social Security	816.92	8,029.73	1,515.07	7,521.40
4521.1210	Medicare	191.05	1,793.63	354.33	1,759.02
4521.1215	Disability Insurance	23.28	323.12	120.13	580.22
4521.1220	Group Health Insurance	3,816.62	19,788.57	4,586.40	22,161.20
4521.1221	Employer Contribution HRA/HSA	626.23	1,495.91	0.00	0.00
4521.1230	Group Dental Insurance	225.84	656.12	188.20	978.64
4521.1240	Retirement	3,581.28	19,820.79	3,630.61	20,103.34
4521.1255	Life Flight	0.00	5.09	844.59	844.59
4521.1270	Certificate Pay (SUTA)	0.00	480.00	320.00	1,440.00
4521.1280	Workers Comp	350.00	1,875.00	300.00	1,750.00
TOTAL PERSONNEL SERVICES		21,598.11	13,249.88	36,190.25	12,323.50
			201,950.22		190,302.55

SERVICES		THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
4521.2103	Medical Expense	0.00	0.00	0.00	435.00
4521.2130	Computer Services	50.00	612.50	225.00	1,515.00
4521.2220	Building & Grounds	12.60	889.82	0.00	510.00
4521.2224	Motor Vehicle Repair	686.93	12,895.25	1,074.69	3,294.35
4521.2310	General Liability Insurance	0.00	986.00	0.00	6,296.50
4521.2311	PROPERTY/LIABILITY	0.00	9,223.00	0.00	4,192.44
4521.2320	Telephone	71.30	2,722.14	273.23	2,757.79
4521.2325	Radio Service	289.20	2,271.43	289.20	867.60
4521.2360	Professional Services	0.00	150.00	0.00	0.00
4521.2370	Education & Training	70.00	818.02	50.00	391.94
4521.2375	Radar Equip. Recertification	0.00	0.00	0.00	160.00
TOTAL SERVICES		1,180.03	30,568.16	1,912.12	20,420.62

SUPPLIES		THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
4521.3111	Ice, Cups, Etc.	0.00	52.98	0.00	0.00
4521.3112	Fuel	1,411.98	15,174.19	1,957.87	8,533.92
4521.3115	Postage	0.00	86.80	2.56	63.10
4521.3116	Office Supplies	185.98	711.69	181.63	1,730.34
4521.3120	Utilities	295.22	1,161.19	0.00	766.93
4521.3160	Minor Tools & Equipment	0.00	610.70	984.26	5,204.13
4521.3170	Wearing Apparel	230.15	4,062.86	206.43	4,321.84
4521.3172	Miscellaneous	22.20	1,383.35	0.00	953.92
4521.3175	Signs, Markers, Etc.	0.00	0.00	0.00	25.00
4521.3176	Janitorial Supplies	0.00	0.00	0.00	29.99
4521.3177	Ammunition	274.65	535.09	0.00	1,780.19
TOTAL SUPPLIES		2,420.18	23,778.85	3,332.75	23,409.36

CITY OF FLATONIA
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 29TH, 2023

10 -General
 Police Executive
 DEPARTMENT EXPENDITURES

	----- CURRENT YEAR -----		----- PRIOR YEAR -----	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
CAPITAL OUTLAYS				
4521.4210 PD Debt Interest	0.00	0.00	529.36	529.36
4521.4240 Computer Software	7,764.17	7,767.77	0.00	0.00
4521.4250 Vehicle DEBT	0.00	58,581.14	0.00	58,581.14
TOTAL CAPITAL OUTLAYS	7,764.17	66,348.91	529.36	59,110.50
INTERFUND CHARGES				
TOTAL				
OTHER COSTS				
4521.7210 Grant Expenditures	(69,391.44)	(4,054.97)	0.00	0.00
TOTAL OTHER COSTS	(69,391.44)	(4,054.97)	0.00	0.00
DEBT SERVICE				
TOTAL				
TOTAL Police Executive	(36,428.95)	318,591.17	41,964.48	293,243.03

CITY OF FLATONIA
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 28TH, 2023

10 -General
 Code Enforcement
 DEPARTMENT EXPENDITURES

----- CURRENT YEAR -----
 THIS MONTH YEAR-TO-DATE -----
 ----- PRIOR YEAR -----
 THIS MONTH YEAR-TO-DATE

PERSONNEL SERVICES

4523.1022 Code Compliance Officer	0.00	4,557.00	0.00	0.00
4523.1200 Social Security	0.00	282.53	0.00	0.00
4523.1210 Medicare	0.00	66.08	0.00	0.00
4523.1220 Group Health	0.00	200.00	200.00	1,000.00
4523.1240 Retirement	0.00	671.70	0.00	0.00
4523.1250 Unemployment Tax (SUTA)	0.00	0.00	17.00	17.00
4523.1280 Workers Comp	0.00	203.00	0.00	198.94
TOTAL PERSONNEL SERVICES	0.00	5,980.31	217.00	1,215.94

SERVICES

4523.2310 General Liability	0.00	0.00	0.00	542.92
4523.2320 Telephone	0.00	167.27	0.00	0.00
4523.2360 Professional Services	0.00	0.00	3,561.75	3,755.05
4523.2390 Code Enforcement Expenses	0.00	0.00	0.00	455.61
TOTAL SERVICES	0.00	167.27	3,561.75	4,753.58

SUPPLIES

TOTAL				
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CAPITAL OUTLAYS

TOTAL				
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TOTAL Code Enforcement

	0.00	6,147.58	3,778.75	5,969.52
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COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

10 -General
Municipal Court
DEPARTMENT EXPENDITURES

	----- CURRENT YEAR -----		----- PRIOR YEAR -----	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
<u>PERSONNEL SERVICES</u>				
4530.1021 Executive	1,257.03	6,285.15	1,257.03	6,285.15
4530.1200 Social Security	77.94	389.70	77.94	389.70
4530.1210 Medicare	18.23	91.15	18.23	91.15
4530.1250 Unemployment Tax (SUTA)	0.00	1.02	15.00	15.00
TOTAL PERSONNEL SERVICES	1,353.20	6,767.02	1,368.20	6,781.00
<u>SERVICES</u>				
4530.2102 Legal	0.00	300.00	0.00	150.00
4530.2310 General Liability--Insurance	0.00	0.00	0.00	682.08
4530.2320 Telephone	0.00	325.21	0.00	497.77
4530.2361 Court Costs	0.00	5,205.86	345.18	1,057.77
TOTAL SERVICES	0.00	5,831.07	345.18	2,387.62
<u>SUPPLIES</u>				
4530.3115 Postage	0.00	0.00	0.00	8.56
4530.3172 Miscellaneous	0.00	104.24	0.00	0.00
TOTAL SUPPLIES	0.00	104.24	0.00	8.56
<u>CAPITAL OUTLAYS</u>				
TOTAL				
<u>INTERFUND CHARGES</u>				
TOTAL				
TOTAL Municipal Court	1,353.20	12,702.33	1,713.38	9,177.18

CITY OF FLA TON I A
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 29TH, 2023

10 -General
Fire Department
DEPARTMENT EXPENDITURES

	CURRENT YEAR		PRIOR YEAR	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
<u>PERSONNEL SERVICES</u>				
4540.1280 Workers Comp	0.00	2,302.00	0.00	2,127.58
TOTAL PERSONNEL SERVICES	0.00	2,302.00	0.00	2,127.58
<u>SERVICES</u>				
4540.2103 Medical Expense	0.00	0.00	210.00	420.00
4540.2220 Building & Ground DEBT SERVICE	4.70	4.70	0.00	0.00
4540.2224 Motor Vehicle Repair	0.00	0.00	6,606.73	18,912.74
4540.2226 Machinery & Equipment	0.00	602.29	6,382.47	11,999.83
4540.2310 General Liability Insurance	0.00	0.00	0.00	993.72
4540.2311 Insurance of Motor Equipment	0.00	0.00	0.00	6,379.80
4540.2320 Telephone	55.16	274.09	0.00	180.48
4540.2321 Computer Access - Internet	0.00	342.56	85.64	523.59
4540.2325 ICRA Radios	573.50	3,134.35	573.50	1,720.50
4540.2370 Education & Training	0.00	0.00	0.00	1,708.00
TOTAL SERVICES	633.36	4,357.99	13,858.34	42,838.66
<u>SUPPLIES</u>				
4540.3112 Fuel	0.00	5,672.05	283.62	2,295.17
4540.3120 Utilities	364.05	1,688.27	475.00	2,197.85
TOTAL SUPPLIES	364.05	7,360.32	758.62	4,493.02
<u>CAPITAL OUTLAYS</u>				
4540.4210 FD Debt Interest	0.00	0.00	529.36	529.36
TOTAL CAPITAL OUTLAYS	0.00	0.00	529.36	529.36
<u>OTHER COSTS</u>				
TOTAL				
<u>DEBT SERVICE</u>				
TOTAL				
TOTAL Fire Department	997.41	14,020.31	15,146.32	49,988.62
TOTAL EXPENDITURES	26,107.14	804,557.43	120,816.22	710,250.66

*** END OF REPORT ***

CITY OF FLA TON I A
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 28TH, 2023

57 -Water

	CURRENT YEAR		PRIOR YEAR	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
REVENUE SUMMARY				
CHARGES FOR SERVICE	35,319.31	182,057.85	36,522.93	161,201.53
MISCELLANEOUS REVENUE	30.00	190.00	370.00	1,240.40
TOTAL REVENUE	35,349.31	182,247.85	36,892.93	162,441.93
EXPENDITURE SUMMARY				
Water Department	35,058.61	157,874.93	24,870.59	180,353.05
TOTAL EXPENDITURES	35,058.61	157,874.93	24,870.59	180,353.05
** REVENUES OVER (UNDER) EXPENDITURES **	290.70	24,372.92	12,022.34	(17,911.12)

CITY OF FLATONIA
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

57 -Water

REVENUES

	----- CURRENT YEAR -----		----- PRIOR YEAR -----
	THIS MONTH	YEAR-TO-DATE	THIS MONTH
			YEAR-TO-DATE

INTERGOVERNMENTAL REV
TOTAL

CHARGES FOR SERVICE

3442 Penalties & Interest	504.72	1,668.07	552.28	1,979.22
3444 Sales	32,464.59	178,039.78	35,970.65	157,197.31
3445 Tapping Fees	2,350.00	2,350.00	0.00	2,025.00
TOTAL CHARGES FOR SERVICE	35,319.31	182,057.85	36,522.93	161,201.53

MISCELLANEOUS REVENUE

3811 Miscellaneous Revenue	30.00	190.00	370.00	1,240.40
TOTAL MISCELLANEOUS REVENUE	30.00	190.00	370.00	1,240.40

OTHER FINANCING SOURCES

TOTAL

TOTAL REVENUES

	=====	=====	=====	=====
	35,349.31	182,247.85	36,892.93	162,441.93
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CITY OF FLATONIA
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

57 -Water
Water Department
DEPARTMENT EXPENDITURES

----- CURRENT YEAR -----
THIS MONTH YEAR-TO-DATE
----- PRIOR YEAR -----
THIS MONTH YEAR-TO-DATE

	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
PERSONNEL SERVICES				
4570.1023 Clerical/ Laborer	4,581.08	37,180.59	10,912.38	50,746.97
4570.1100 Stand By	100.00	1,100.00	(121.75)	2,150.00
4570.1110 Longevity	0.00	1,788.00	0.00	3,144.00
4570.1120 Overtime	0.00	812.45	1,193.25	7,527.59
4570.1200 Social Security	299.13	2,311.42	737.88	3,915.66
4570.1210 Medicare	69.96	540.57	172.56	915.75
4570.1215 Disability Insurance	19.40	1,727.63	72.52	362.60
4570.1220 Group Health Insurance	3,504.70	12,159.53	2,976.43	14,821.35
4570.1221 Employer Contribution HRA/HSA	204.66	683.32	0.00	0.00
4570.1230 Group Dental Insurance	171.96	977.88	150.56	752.80
4570.1240 Retirement	1,159.41	5,782.89	1,788.53	11,272.54
4570.1250 Unemployment Tax (SUTA)	0.00	4.08	232.20	232.20
4570.1255 LifeFlight	0.00	160.00	0.00	1,280.00
4570.1270 Certificate Pay	150.00	750.00	150.00	750.00
4570.1280 Workers Comp	241.78	4,263.28	0.00	3,310.44
TOTAL PERSONNEL SERVICES	10,502.08	70,241.64	18,264.56	101,181.90

	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
SERVICES				
4570.2100 Engineering Services	1,500.00	1,500.00	3,017.50	12,710.00
4570.2106 Financial Consultants	12,570.65	13,297.97	0.00	939.25
4570.2220 Building & Grounds	76.69	125.68	27.04	308.98
4570.2221 Water Well Maintenance	0.00	1,468.28	0.00	23,911.40
4570.2224 Motor Vehicle Repair	387.00	986.14	7.00	483.00
4570.2226 Machinery & Equipment	0.00	624.98	15.95	46.39
4570.2227 Water Analysis	378.45	635.54	50.00	412.09
4570.2310 General Liability Insurance	0.00	5,998.86	0.00	3,853.36
4570.2311 Insurance of Motor Equipment	0.00	882.00	0.00	505.68
4570.2325 Radio Service	34.95	174.75	34.95	1,984.50
4570.2360 Permits	0.00	7,274.58	0.00	1,04.85
4570.2370 Education & Training	175.00	286.00	0.00	261.00
4570.2371 Memberships	0.00	444.15	0.00	444.15
4570.2400 Credit Card Processing Fee	0.00	0.00	1,730.85	6,349.12
TOTAL SERVICES	15,122.74	33,698.93	4,883.29	52,313.77

	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
SUPPLIES				
4570.3111 Ice, Cups, Etc.	0.00	0.00	0.00	35.45
4570.3112 Fuel	0.00	724.28	0.00	1,919.32
4570.3113 Oil & Grease	49.99	447.25	0.00	0.00
4570.3114 Chemicals	3,972.72	10,140.19	754.46	3,964.61
4570.3115 Postage	181.56	1,063.73	162.58	650.03
4570.3120 Utilities	2,325.30	10,041.50	0.00	8,628.91
4570.3160 Minor Tools & Equipment	124.50	398.17	0.00	310.43
4570.3164 Parts & Materials	925.12	8,938.15	749.83	5,367.50
4570.3166 Meters	0.00	1,560.19	0.00	1,091.20

CITY OF FLORIDA
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

57 -Water
Water Department
DEPARTMENT EXPENDITURES

	----- CURRENT YEAR -----		----- PRIOR YEAR -----	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
4570.3170 Wearing Apparel	80.84	490.57	55.87	992.40
4570.3172 Miscellaneous	14.80	(1,292.73)	0.00	141.06
4570.3173 CREDIT CARD PAYMENTS	0.00	10,869.30	0.00	0.00
TOTAL SUPPLIES	7,674.83	43,380.60	1,722.74	23,100.91
CAPITAL OUTLAYS				
4570.4220 Debt Principal	1,758.96	10,553.76	0.00	7,035.84
TOTAL CAPITAL OUTLAYS	1,758.96	10,553.76	0.00	7,035.84
INTERFUND CHARGES				
TOTAL				
DEPRECIATION & AMORIT				
TOTAL				
OTHER COSTS				
4570.7300 Bad Debt Expense	0.00	0.00	0.00	(3,279.37)
TOTAL OTHER COSTS	0.00	0.00	0.00	3,279.37)
DEBT SERVICE				
TOTAL				
TOTAL Water Department	35,058.61	157,874.93	24,870.59	180,353.05

C I T Y O F F L A T O N I A
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

57 -Water
Sewer Department
DEPARTMENT EXPENDITURES

	----- CURRENT YEAR -----		----- PRIOR YEAR -----
	THIS MONTH	YEAR-TO-DATE	THIS MONTH
			YEAR-TO-DATE

PERSONNEL SERVICES

TOTAL

TOTAL EXPENDITURES

*** END OF REPORT ***

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=====	=====	=====	=====
35,058.61	157,874.93	24,870.59	180,353.05
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C I T Y O F F L A T O N I A
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

58 -Wastewater

	----- CURRENT YEAR -----		----- PRIOR YEAR -----	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
REVENUE SUMMARY				
CHARGES FOR SERVICE	<u>22,239.75</u>	<u>107,500.02</u>	<u>22,510.31</u>	<u>99,649.44</u>
TOTAL REVENUE	<u>22,239.75</u>	<u>107,500.02</u>	<u>22,510.31</u>	<u>99,649.44</u>
EXPENDITURE SUMMARY				
Sewer Department	<u>6,401.03</u>	<u>43,402.61</u>	<u>2,630.63</u>	<u>31,116.96</u>
TOTAL EXPENDITURES	<u>6,401.03</u>	<u>43,402.61</u>	<u>2,630.63</u>	<u>31,116.96</u>
** REVENUES OVER (UNDER) EXPENDITURES **	<u>15,838.72</u>	<u>64,097.41</u>	<u>19,879.68</u>	<u>68,532.48</u>

COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

58 -Wastewater

REVENUES

----- CURRENT YEAR -----
THIS MONTH YEAR-TO-DATE ----- PRIOR YEAR -----
THIS MONTH YEAR-TO-DATE THIS MONTH YEAR-TO-DATE

INTERGOVERNMENTAL REV
TOTAL

CHARGES FOR SERVICE

3442 Penalties & Interest	328.10	1,040.87	374.61	1,342.54
3444 Sales	21,236.65	105,784.15	22,135.70	96,956.90
3445 Tapping Fees	675.00	675.00	0.00	1,350.00
TOTAL CHARGES FOR SERVICE	22,239.75	107,500.02	22,510.31	99,649.44

MISCELLANEOUS REVENUE
TOTAL

OTHER FINANCING SOURCES
TOTAL

TOTAL REVENUES	22,239.75	107,500.02	22,510.31	99,649.44
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CITY OF FLORIDA
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

58 -Wastewater
Sewer Department
DEPARTMENT EXPENDITURES

----- CURRENT YEAR -----
THIS MONTH YEAR-TO-DATE ----- PRIOR YEAR -----
THIS MONTH YEAR-TO-DATE

PERSONNEL SERVICES

TOTAL					
SERVICES					
4580.2100 Engineering Services	0.00	5,735.00	0.00	0.00	
4580.2200 Sewer Plant & Lift Stations	0.00	140.90	0.00	2,908.78	
4580.2220 Building & Grounds	0.00	373.19	59.73	59.73	
4580.2224 Motor Vehicle Repair	0.00	130.62	0.00	0.00	
4580.2226 Machinery & Equipment	28.50	390.45	182.27	495.51	
4580.2227 Effluent Analysis	0.00	4,923.50	1,227.00	3,111.00	
4580.2310 General Liability Insurance	0.00	847.00	0.00	2,244.20	
4580.2311 Insurance of Motor Equipment	0.00	44.75	0.00	391.02	
4580.2360 Permits	0.00	0.00	0.00	5,290.08	
4580.2370 Education & Training	175.00	175.00	0.00	150.00	
4580.2371 Memberships	0.00	444.15	0.00	444.15	
TOTAL SERVICES	203.50	13,204.56	1,469.00	15,094.47	

SUPPLIES

4580.3111 Ice, Cups, Etc.	0.00	0.00	0.00	31.75
4580.3112 Fuel	0.00	734.28	0.00	1,952.29
4580.3114 Chemicals	2,960.00	5,770.00	482.50	3,556.99
4580.3115 Postage	181.56	1,063.74	162.58	650.03
4580.3120 Utilities	2,859.11	11,321.79	0.00	10,491.24
4580.3160 Minor Tools & Equipment	0.00	42.28	0.00	331.17
4580.3164 Parts & Materials	196.86	722.01	516.55	970.07
TOTAL SUPPLIES	6,197.53	19,654.10	1,161.63	17,983.54

CAPITAL OUTLAYS

4580.4601 GLO Grant Expenditures	0.00	10,543.95	0.00	0.00
TOTAL CAPITAL OUTLAYS	0.00	10,543.95	0.00	0.00

INTERFUND CHARGES

TOTAL				
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DEPRECIATION & AMORIT

TOTAL				
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COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

58 -Wastewater
Sewer Department
DEPARTMENT EXPENDITURES

	----- CURRENT YEAR -----	----- YEAR-TO-DATE -----	----- PRIOR YEAR -----	----- YEAR-TO-DATE -----
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
OTHER COSTS				
4580.7300 Bad Debt Expense	0.00	0.00	0.00	(1,961.05)
TOTAL OTHER COSTS	0.00	0.00	0.00	(1,961.05)
DEBT SERVICE				
TOTAL				
TOTAL Sewer Department	6,401.03	43,402.61	2,630.63	31,116.96
TOTAL EXPENDITURES	6,401.03	43,402.61	2,630.63	31,116.96

*** END OF REPORT ***

C I T Y O F F L A T O N I A
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

59 -Electric

	----- CURRENT YEAR -----		----- PRIOR YEAR -----
	THIS MONTH	YEAR-TO-DATE	THIS MONTH
			YEAR-TO-DATE

REVENUE SUMMARY

CHARGES FOR SERVICE	267,933.75	1,281,464.59	273,004.05	1,164,682.15
MISCELLANEOUS REVENUE	460.00	5,470.05	410.00	4,406.00

TOTAL REVENUE	268,393.75	1,286,934.64	273,414.05	1,169,088.15
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EXPENDITURE SUMMARY

Electric Distribution	49,362.37	343,099.75	34,258.34	209,335.82
Generation & Transmission	163,565.56	974,674.56	165,481.27	763,890.36

TOTAL EXPENDITURES	212,927.93	1,317,774.31	199,739.61	973,226.18
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** REVENUES OVER (UNDER) EXPENDITURES **	55,465.82	(30,839.67)	73,674.44	195,861.97
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C I T Y O F F L A T O N I A
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 28TH, 2023

59 -Electric

REVENUES

----- CURRENT YEAR ----- PRIOR YEAR -----
 THIS MONTH YEAR-TO-DATE THIS MONTH YEAR-TO-DATE

TAXES

CHARGES FOR SERVICE

3440 Customer Service	0.00	7,554.18	0.00	2,200.00
3441 Administrative Fee	125.00	250.00	125.00	600.00
3442 Penalties & Interest	3,407.32	10,392.41	1,786.76	8,746.08
3444 Sales	100,341.31	443,705.72	105,100.64	388,183.99
3445 Power Cost Recovery Factor	164,060.12	819,562.28	165,991.65	764,952.08
TOTAL CHARGES FOR SERVICE	267,933.75	1,281,464.59	273,004.05	1,164,682.15

INVESTMENT INCOME

TOTAL				
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MISCELLANEOUS REVENUE

3811 Miscellaneous Revenue	460.00	5,470.05	410.00	4,406.00
TOTAL MISCELLANEOUS REVENUE	460.00	5,470.05	410.00	4,406.00

OTHER FINANCING SOURCES

TOTAL				
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TOTAL REVENUES

	268,393.75	1,286,934.64	273,414.05	1,169,088.15
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CITY OF FLA TON I A
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 29TH, 2023

59 -Electric
Electric Distribution
DEPARTMENT EXPENDITURES

	CURRENT YEAR		PRIOR YEAR	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
PERSONNEL SERVICES				
4590.1021 Executive	3,002.83	25,111.10	5,147.71	27,883.66
4590.1023 Clerical/Laborer	7,299.32	77,253.78	13,403.59	41,276.46
4590.1100 Stand By	300.00	3,600.00	400.00	2,450.00
4590.1110 Longevity	0.00	6,318.00	0.00	6,318.00
4590.1120 Overtime	76.42	619.51	350.33	3,179.19
4590.1200 Social Security	664.93	6,216.73	1,176.99	4,929.59
4590.1210 Medicare	155.51	1,453.92	275.27	1,152.89
4590.1215 Disability Insurance	13.56	240.82	101.77	508.85
4590.1220 Group Health Insurance	1,686.30	13,630.61	3,675.00	19,375.00
4590.1221 Employer Contribution HRA/HSA	91.53	183.06	0.00	0.00
4590.1230 Group Dental Insurance	96.68	290.04	236.31	1,037.22
4590.1240 Retirement	3,024.00	16,641.11	2,926.13	17,115.82
4590.1250 Unemployment Tax (SUTA)	0.00	5.09	290.00	290.00
4590.1255 LifeFlight	0.00	960.00	0.00	1,600.00
4590.1270 Certificate Pay	600.00	2,850.00	550.00	2,750.00
4590.1280 Workers Comp	302.20	5,477.45	0.00	4,355.12
TOTAL PERSONNEL SERVICES	17,313.28	160,851.22	28,533.10	134,221.80
SERVICES				
4590.2100 Engineering Services	1,458.07	12,938.17	458.07	2,480.35
4590.2106 Financial Consultants	24,401.85	24,891.63	0.00	1,823.25
4590.2130 Computer Services	601.26	40,318.47	252.89	38,782.41
4590.2220 Building & Grounds	0.00	650.00	0.00	682.11
4590.2224 Motor Vehicle Repair	448.41	602.73	2,975.88	3,713.99
4590.2225 Heavy Equipment	9.50	3,900.01	96.17	462.33
4590.2226 Machinery & Equipment	44.99	400.13	0.00	0.00
4590.2228 Contracting Services	75.00	450.00	75.00	300.00
4590.2310 General Liability Insurance	0.00	4,465.18	0.00	4,714.78
4590.2311 Insurance of Motor Equipment	0.00	2,330.00	0.00	2,373.56
4590.2320 Telephone	296.12	2,818.50	259.48	2,802.40
4590.2321 Computer Access - Internet	131.32	647.41	110.05	441.88
4590.2325 Radio Service	504.72	1,103.12	149.60	448.80
4590.2350 Travel	0.00	9.19	0.00	86.24
4590.2370 Education & Training	0.00	70.00	0.00	0.00
4590.2371 Memberships	0.00	0.00	0.00	64.00
4590.2380 Clean-up	34,295.99	34,768.31	111.60	1,995.36
TOTAL SERVICES	62,267.23	130,362.85	4,488.74	61,171.46

CITY OF FLA TON I A
COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
AS OF: FEBRUARY 28TH, 2023

59 -Electric
Electric Distribution
DEPARTMENT EXPENDITURES

	----- CURRENT YEAR -----		----- PRIOR YEAR -----	
	THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
SUPPLIES				
4590.3111 Ice, Cups, Etc.	0.00	37.75	0.00	31.69
4590.3112 Fuel	0.00	956.77	153.42	2,480.39
4590.3113 Oil & Grease	0.00	0.00	0.00	29.99
4590.3114 Chemicals	0.00	0.00	4.79	100.75
4590.3115 Postage	181.56	1,063.72	162.56	1,346.70
4590.3116 Office Supplies	77.58	1,099.74	24.00	553.12
4590.3120 Utilities	219.35	691.73	0.00	678.84
4590.3160 Minor Tools & Equipment	(40,721.57)	2,187.87	5.99	992.99
4590.3164 Parts & Materials	0.00	33,383.55	808.68	14,964.80
4590.3166 Meters	0.00	1,227.60	0.00	176.82
4590.3170 Wearing Apparel	254.89	1,540.35	77.06	1,383.12
4590.3172 Miscellaneous	7.40	111.60	0.00	143.18
TOTAL SUPPLIES	(39,803.14)	42,300.68	1,236.50	22,882.39
CAPITAL OUTLAYS				
4590.4240 Computer Software	0.00	0.00	0.00	289.00
4590.4600 Capital Outlay	9,585.00	9,585.00	0.00	0.00
TOTAL CAPITAL OUTLAYS	9,585.00	9,585.00	0.00	289.00
DEPRECIATION & AMORIT				
TOTAL				
OTHER COSTS				
4590.7300 Bad Debt Expense	0.00	0.00	0.00	(9,228.83)
TOTAL OTHER COSTS	0.00	0.00	0.00	(9,228.83)
DEBT SERVICE				
TOTAL				
TOTAL Electric Distribution	49,362.37	343,099.75	34,258.34	209,335.82

CITY OF FLORIDA
 COMPARATIVE STATEMENT OF REVENUE AND EXPENSE
 AS OF: FEBRUARY 28TH, 2023

59 -Electric
 Generation & Transmission
 DEPARTMENT EXPENDITURES

	----- CURRENT YEAR -----	----- PRIOR YEAR -----
	THIS MONTH YEAR-TO-DATE	THIS MONTH YEAR-TO-DATE
SUPPLIES		
4591.3100 Wholesale Electric Purchase	163,565.56	165,481.27
TOTAL SUPPLIES	163,565.56	165,481.27
TOTAL Generation & Transmission	163,565.56	165,481.27
TOTAL EXPENDITURES	212,927.93	199,739.61

*** END OF REPORT ***

CITY OF FLATONIA

Agenda Summary Form

Agenda # DA3.1.2023.1	Title: Consider and take appropriate action on swearing in the new Code Enforcement Official.
Summary: Consider and take appropriate action on swearing in the new Code Enforcement Official.	
Option(s): <input type="checkbox"/> I move to approve swearing in the new Code Enforcement Official. <input type="checkbox"/> If you are opposed to not 2 nd or make any motion. If a motion is not made, the item is dead.	
Kocian: _____ Eversole: _____ Sears: _____ Seale: _____ Mayor Pro Tem Steinhauser: _____ Mayor Geesaman _____	

"Negative" motions are generally not permitted. To dispose of a business item, the motion should be phrased as a positive action to take, and then, if the group desires not to take this action, the motion should be voted down. The exception to this rule is when a governing body is asked to take action on a request and wishes to create a record as to why the denial is justified.

CITY OF FLATONIA
Agenda Summary Form

Agenda # DA3.1.2023.2	Title: Consider and take appropriate action on the status of the 2019-2020 Audit.
Summary: Consider and take appropriate action on the status of the 2019-2020 Audit.	
Option(s): <input type="checkbox"/> I move to approve action on the status of the 2019-2020 Audit. <input type="checkbox"/> If you are opposed to not 2 nd or make any motion. If a motion is not made, the item is dead.	
Kocian: _____ Eversole: _____ Sears: _____ Seale: _____ Mayor Pro Tem Steinhauser: _____ Mayor Geesaman _____	

"Negative" motions are generally not permitted. To dispose of a business item, the motion should be phrased as a positive action to take, and then, if the group desires not to take this action, the motion should be voted down. The exception to this rule is when a governing body is asked to take action on a request and wishes to create a record as to why the denial is justified.

CITY OF FLATONIA

Agenda Summary Form

Agenda # DA3.1.2023.3	Title: Consider and take appropriate action on Ordinance No. 2023.03.01 for Food Trucks.
Summary: Consider and take appropriate action on Ordinance No. 2023.03.01 for Food Trucks.	
Option(s): <input type="checkbox"/> I move to approve Ordinance No. 2023.03.01 for Food Trucks. <input type="checkbox"/> If you are opposed to not 2 nd or make any motion. If a motion is not made, the item is dead.	
Kocian: _____ Eversole: _____ Sears: _____ Seale: _____ Mayor Pro Tem Steinhauser: _____ Mayor Geesaman _____	

"Negative" motions are generally not permitted. To dispose of a business item, the motion should be phrased as a positive action to take, and then, if the group desires not to take this action, the motion should be voted down. The exception to this rule is when a governing body is asked to take action on a request and wishes to create a record as to why the denial is justified.

CITY OF FLATONIA

Agenda Summary Form

Agenda # DA3.1.2023.4	Title: Consider and take appropriate action on installing either a stop signs or yield signs to the streets that cross over W. 3 rd St/ Specifically S. Hudson (north & south) and S. Penn St (north & south).
Summary: One of our citizens emailed a request to install either stop signs or yield signs to the streets that cross over W. 3 rd St/ Specifically S. Hudson (north & south) and S. Penn St (north & south). They stated that there have been several occasions especially during school and lunch hours where folks are speeding through these streets and someone is going to get seriously injured.	
Option(s): <input type="checkbox"/> I move to approve installing either a stop signs or yield signs to the streets that cross over W. 3 rd St/ Specifically S. Hudson (north & south) and S. Penn St (north & south). <input type="checkbox"/> If you are opposed to not 2 nd or make any motion. If a motion is not made, the item is dead.	
Kocian: _____ Eversole: _____ Sears: _____ Seale: _____ Mayor Pro Tem Steinhauser: _____ Mayor Geesaman _____	

"Negative" motions are generally not permitted. To dispose of a business item, the motion should be phrased as a positive action to take, and then, if the group desires not to take this action, the motion should be voted down. The exception to this rule is when a governing body is asked to take action on a request and wishes to create a record as to why the denial is justified.

CITY OF FLATONIA

Agenda Summary Form

Agenda # DA3.1.2023.5	Title: Consider and take appropriate action reimbursement for health care of \$25 a month for City Manager and an additional \$200 a month to go towards the Medical Savings account in lieu of the \$735.00 a month for all current full-time employees.
Summary: Consider and take appropriate action reimbursement for health care of \$25 a month for City Manager and an additional \$200 a month to go towards the Medical Savings account in lieu of the \$735.00 a month for all current full-time employees.	
Option(s): <input type="checkbox"/> I move to approve reimbursement for health care of \$25 a month for City Manager and an additional \$200 a month to go towards the Medical Savings account in lieu of the \$735.00 a month for all current full-time employees. <input type="checkbox"/> If you are opposed to not 2 nd or make any motion. If a motion is not made, the item is dead.	
Kocian: _____ Eversole: _____ Sears: _____ Seale: _____ Mayor Pro Tem Steinhauser: _____ Mayor Geesaman _____	

"Negative" motions are generally not permitted. To dispose of a business item, the motion should be phrased as a positive action to take, and then, if the group desires not to take this action, the motion should be voted down. The exception to this rule is when a governing body is asked to take action on a request and wishes to create a record as to why the denial is justified.

CITY OF FLATONIA
Agenda Summary Form

Agenda # DA3.1.2023.6	Title: Consider and take appropriate action on the lease for the United States Postal Service.
Summary: Consider and take appropriate action on the lease for the United States Postal Service.	
Option(s): <input type="checkbox"/> I move to approve the lease for the United States Postal Service. <input type="checkbox"/> If you are opposed to not 2 nd or make any motion. If a motion is not made, the item is dead.	
Kocian: _____ Eversole: _____ Sears: _____ Seale: _____ Mayor Pro Tem Steinhauser: _____ Mayor Geesaman _____	

"Negative" motions are generally not permitted. To dispose of a business item, the motion should be phrased as a positive action to take, and then, if the group desires not to take this action, the motion should be voted down. The exception to this rule is when a governing body is asked to take action on a request and wishes to create a record as to why the denial is justified.



February 24, 2023

CITY OF FLATONIA
PO BOX 329
FLATONIA, TX 78941-0329

SUBJECT: FLATONIA MAIN OFFICE, 105 E SOUTH MAIN ST, FLATONIA, CO 78941-9998
Expiration Date: 02/28/25

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 404-775-5866 or jordan.bennett@jll.com.

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
 - Sign each copy of the agreement where indicated.
 - Date each copy of the agreement on the designated line.
- **Real Estate Conflict of Interest (COI) Certification Form:**
 - Complete one COI form for each per person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
 - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
 - Sign name, print name, and date where indicated.
- **Evidence of Title:** Provide Deed/Certificate of Transfer of Title.

****PLEASE SIGN AND RETURN THIS LEASE PACKET NO LATER THAN 04/10/23****

Using the enclosed envelope, please mail **all requested forms with original signatures**. Please note that postage is required. Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

Notice: All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

A handwritten signature in black ink that reads "Jordan Bennett".

Jordan Bennett
Manager, Transactions Management
Jones Lang LaSalle (JLL)
1225 17th Street, Suite 1850
Denver, CO 80202
M: (404) 775 5866
jordan.bennett@am.jll.com

CC: Sara West



October 1, 2022

Dear Postal Service Landlord:

The Postal Service awarded a National Contract for Real Estate Services to Jones Lang LaSalle Americas, Inc. (JLL) in April 2017. JLL has experience and expertise in real property transactions and will be providing real estate support services, including lease management and brokerage services. The contract with JLL became effective on April 21, 2017.

This National Contract for our Real Estate Services Provider (RESP) entitles JLL to serve as the Tenant Representative on the behalf of the Postal Service for your leasing transaction. The Postal Service expects that you will pay a commission to the JLL representative for leasing services pursuant to a separate agreement between you and the JLL representative. The Postal Service understands that the rental rate may reflect this commission payment, along with other market-based factors.

The Postal Service expects that the JLL representative will be respectful and professional in representing the Postal Service's interests and that you will work cooperatively with the JLL representative on the leasing transaction. We appreciate your cooperation in working with the Postal Service's Tenant Representative.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-719-5749 or at Tim.Kastens@am.jll.com.

Sincerely yours,

A handwritten signature in black ink that reads "Donald L. Mackey".

A handwritten mark or flourish consisting of a large, stylized loop.

Donald L. Mackey
Director, Facilities Leasing (A)

USPS Letter of Intent – FLATONIA MAIN OFFICE (FLATONIA, CO 78941-9998)

Property ID: 483110-001

Date Submitted:	February 24, 2023
Submitted To:	CITY OF FLATONIA as representative of Landlord
Submitted By:	Jones Lang LaSalle Americas, Inc. as co-broker to Jones Lang LaSalle Americas, Inc., as representative of the Tenant
Description of Requirement:	Renewal of Lease
Response Date Requested:	Please submit a written response in the space provided within ten (10) days of receipt.
Issue	Proposal of Terms Landlord Response
1. Building:	FLATONIA MAIN OFFICE, 105 E SOUTH MAIN ST, FLATONIA, CO 78941-9998
2. Landlord:	CITY OF FLATONIA, PO BOX 329, FLATONIA, TX 78941-0329
3. Tenant:	United States Postal Service shall be the entity defined in the lease agreement
4. Lease Commencement Date:	3/1/2025
5. Lease Term:	Five (5) years
6. USPS Lease Form:	This transaction is subject to use of the United States Postal Service's current standard lease form
7. Premises:	2,025 square feet (net interior)
8. Proposed Annual Rent:	\$14,175.00 per annum, inclusive of a market commission
9. Utilities/Services/Equipment:	Per the terms of the current Lease Agreement: Utilities Services & Equipment Rider
10. Maintenance:	Per the terms of the current Lease Agreement: Landlord Responsibility
11. Real Estate Taxes:	Per the terms of the current Lease Agreement: Landlord Responsibility
12. Parking:	Per the terms of the current Lease Agreement
13. Termination Option:	Tenant shall have the right to terminate with at least 30 days advance written notice to Landlord (per the terms of the current lease)
14. Renewal Option:	Tenant shall have two (2) renewal options of five (5) years each with at least 0 days advance written notice to Landlord. The annual rent for each option term shall be at a 8% increase over the prior term.
15. Commissions:	Tenant is represented by Jones Lang LaSalle Americas, Inc. as co-broker to Jones Lang LaSalle Americas, Inc. Tenant requires Landlord to enter into a separate agreement with Broker, under which Landlord agrees to pay Broker a market real estate commission ("Commission") in the amount of \$2,835,000, equivalent to 4 percent (4%) of the total aggregate Lease value. The entire Commission shall be due and payable upon the execution of Lease Agreement or equivalent document.
16. Required Documentation:	Please provide the following documents with an accepted proposal. <ul style="list-style-type: none"> • Copy of recorded Warranty Deed (confirming ownership) • Completed IRS Form W9 (confirming ownership)

This is a non-binding document. This document is not intended, nor should it be interpreted, to be a lease or any other type of contract between Tenant and Landlord. Rather, this letter expresses the general desire of the parties to potentially conduct negotiations concerning a possible real estate lease transaction, with both parties acknowledging that other material terms have not been discussed and that there is no obligation to do so. Either Tenant or Landlord may, for any reason whatsoever or without cause, terminate discussions or negotiations at any time in each party's sole and absolute discretion. Any such termination shall be without obligation or liability whatsoever. Notwithstanding any written or verbal communication(s), or series of communications, to the contrary, Tenant shall not be deemed to have entered into a lease or any other binding agreement unless and until (if at all) (i) the terms and conditions of any such lease or agreement shall have been fully negotiated by Tenant and Landlord, (ii) Tenant's senior management and legal counsel shall have approved the terms and conditions of any such lease or agreement and shall have approved the execution of a formal document intended to evidence the same, and (iii) an authorized representative of both Tenant and Landlord shall have fully executed and delivered a formal agreement of lease to the other. Real estate brokers, tenant representatives, consultants and the like do not have authority to enter into oral or written agreements that are binding upon Tenant.



February 24, 2023



UNITED STATES
POSTAL SERVICE™

Lease (Not to Exceed \$25K)

FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998



Lease (Not to Exceed \$25K)

Single-Tenant

Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

County: Fayette
Lease: QU0000769210

This Lease, by and between CITY OF FLATONIA, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" is the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **PREMISES:** Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") consisting of the entire building having a street address of 105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 27735 . The Premises is located on the property described in Exhibit A attached hereto and incorporated herein (the "**Property**"). The Premises consists of approximately 2,025 square feet of net interior space and 12,600 square feet of exterior space consisting of platform, ramp, reserved parking and maneuvering, access areas, driveways and drive aisles and sidewalks. The reserved parking area, if any, is shown on Exhibit B attached hereto and incorporated herein. The Premises Area is shown on Exhibit C attached hereto and incorporated herein.

If the Premises is only a portion of the Property, then the Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas immediately adjacent to the Premises, including, without limitation the sidewalks and parking areas, which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider Landlord Responsibility attached to this Lease (the "**Maintenance Rider**").

2. **TERM:** The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 5 years commencing on March 01, 2025 ("**Commencement Date**") and ending on February 28, 2030, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."



Lease (Not to Exceed \$25K)

Single-Tenant

Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

County: Fayette
Lease: QU0000769210

3. RENT: The Postal Service will pay Landlord an annual rent of: \$14,175.00 ("Rent"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:
CITY OF FLATONIA
PO BOX 329
FLATONIA, TX 78941-0329

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
03/01/2030	02/28/2035	\$15,309.00
03/01/2035	02/29/2040	\$16,533.00

provided that the Postal Service send notice of exercise of each such renewal option is sent in writing, to the Landlord at least 0 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Maintenance Rider Landlord Responsibility

6. TERMINATION: The Postal Service shall have a right to terminate this Lease upon 30 days' prior written notice to Landlord at any time during the term of this Lease (including any renewal periods). Upon such termination, the Postal Service's obligations under this Lease shall cease except for the restoration obligation under Section 4(b) of the General Conditions to USPS Lease.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service



Lease (Not to Exceed \$25K)

Single-Tenant

Facility Name/Location
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County: Fayette
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may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]



Conflict of Interest/Signature Page

Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

County Fayette
Lease QU0000769210

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A (Check all that apply) Landlord is

- (i) A Postal Service employee or a business organization owned or controlled by a Postal Service employee.
- (ii) The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee.
- (iii) A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee.
(Relationship) _____
- (iv) An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee.
- (v) None of the above

B If you checked any of A (i) through (iv) above complete as applicable

- (i) Postal Service Employee
(Name) _____ (Title) _____ (Location) _____
- (ii) Spouse who works for the Postal Service
(Name) _____ (Title) _____ (Location) _____
- (iii) Family member who works for the Postal Service
(Name) _____ (Title) _____ (Location) _____
- (iv) Household Member who works for the Postal Service
(Name) _____ (Title) _____ (Location) _____

C If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

LANDLORD NAME: CITY OF FLATONIA

Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone No: _____

Email Address: _____

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: _____

Print Name: TERRENCE BRENNAN

Title: Contracting Officer

Date: _____



Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST. FLATONIA, TX 78941-9998

County: Fayette
Lease: QU0000769210

Exhibit A**[Legal Description of Property]**

A parcel or tract of land out of one of City Park, not numbered, in the Town of Flatonia, Fayette County, Texas, described by metes and bounds as follows: BEGINNING at a point on the East side of Penn Street 50 feet South of the center of the main line tract of the Southern Pacific Railroad, said place of beginning being approximately 170 feet North from the Northwest corner of Lot 16, Block 36, in the city of Flatonia, according to the original plat of same; THENCE East parallel to and 50 feet from the center line of the Southern Pacific Railroad main track, a distance of 140 feet to a point 225 West from the East line of Market Street; THENCE South parallel with the East side of Penn Street, a distance of 90 feet to the North side of South Main Street; THENCE West parallel with the North side of South Main Street, a distance of 140 feet to the East side of Penn Street; THENCE North along the East side of Penn Street, a distance of 90 feet to the place of beginning; This being a rectangular tract of land 90 feet wide by 140 feet deep, containing approximately 12,600 square feet,

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County Fayette
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Exhibit B

Parking Area

Intentionally Left Blank

Facility Name/Location
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County: Fayette
Lease: QU0000769210

Exhibit C**Premises Area**

Lease Defined Space Measurements	Sq ft
Rentable SF:	2,025
Total USPS Leased SF:	2,025
Total Property Site SF:	12,600
Exterior, Platform and Ramp:	80

Area Comments



General Conditions to USPS Lease

Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

County: Fayette
Lease QU0000769210

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy. The Postal Service agrees to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns the Building and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate, or materially impair the Postal Service's rights or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions is limited to conditions that Landlord is responsible for under this Lease).

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service this Lease may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;

2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and

3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease in a writing that is delivered to the Postal Service along with a notice of the transfer. These should be delivered to the Postal Service within 15 days of the date of the transfer or assignment. In addition, both the original Landlord and the new landlord must execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form within 15 days after receipt of such form from the Postal Service. In addition



General Conditions to USPS Lease

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the new landlord shall provide a Federal W-9 form. Until the Postal Service has the required forms, the Postal Service will continue to pay rent and give all notices to Landlord and not the new landlord. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease, Landlord shall be released from all liability toward the Postal Service arising from any act, occurrence or omission of Landlord's successor or assign occurring after the transfer of Landlord's interest in this Lease. However, Landlord will not be relieved of liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service can pursue its remedies for default against either the Landlord or the new landlord.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within thirty days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags and flagpoles or signs in or upon the Premises or install flags and flagpoles and collection boxes in the common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. The Postal Service is not responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. [INTENTIONALLY BLANK]

6. [INTENTIONALLY BLANK]

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

County: Fayette
Lease: QU0000769210

a. Definitions. As used in this Lease, the following terms have the following meanings:

"Environmental Laws" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees.

"Hazardous Materials" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"Environmental Contamination" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"Asbestos-Containing Material" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. Landlord Certification. By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its vicinity defined herein, subsequent to Lease commencement or any renewal thereof, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, Landlord agrees to remediate or abate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval by the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of



General Conditions to USPS Lease

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Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

(ii) If the Landlord fails to diligently remove, or otherwise respond to in accordance with Environmental Law, any Environmental Contamination, the Postal Service shall have the right to perform the work, and withhold the cost plus administrative costs and/or interest, from Rent and other payments and reimbursements due or to become due or to become due to Landlord from the Postal Service or federal government. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenantable or unfit for use or occupancy, the Postal Service may, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and all other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (2) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iii) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service's agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.

d. Rights to Contribution. Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

e. Landlord Indemnification of Postal Service. The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and from and against any and all claims, losses, damages,



General Conditions to USPS Lease

Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
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actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this Clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of the Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. GOVERNING LAW; CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**"). Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:



General Conditions to USPS Lease

Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

County: Fayette
Lease: QU0000769210

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

d. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

e. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

f. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

g. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required), or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

h. Simple interest on claims will be paid at a rate determined in accordance with the Act.

i. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

j. In the case where the Landlord has alleged a Postal Service default, and where the Postal Service has vacated the Premises, Landlord must use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.

k. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any work letter or other rider or attachment to this Lease.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference by Landlord as a result of the Landlord exercising its rights and obligations under this Lease, the Rent and all other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6



General Conditions to USPS Lease

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months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

b. Exterior of Building. Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth in a separate right of entry agreement available to Landlord upon written request to the Postal Service. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service.

d. Calendar Days. All references herein to "days" shall mean calendar days unless specified to the contrary.

e. Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

f. Notices. Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time in writing. Notices to the Postal Service must include the identification of the facility name and location to be effective. Notices given as required by this Lease will be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).



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Facility Name/Location
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105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

County: Fayette
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To Landlord at: CITY OF FLATONIA
PO BOX 329
FLATONIA, TX 78941-0329

With a copy to: _____

To the Postal Service at: Contracting Officer
USPS Facilities Leasing West
PO Box 5527
Denver, CO 80217-5527

With a copy to: Postmaster/Installation Head
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

11. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching www.usps.com.

- Clause 1-5, Gratuities or Gifts
- Clause 1-6, Contingent Fees
- Clause 9-3, Davis-Bacon Act¹
- Clause 9-7, Equal Opportunity²
- Clause 9-13, Equal Opportunity for Workers with Disabilities³
- Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans⁴
- Clause 9-16, Employer Reports on Employment of Protected Veterans⁴
- Clause B-25, Advertising of Contract Awards



General Conditions to USPS Lease

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Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

- ¹ For premises with net interior space in excess of 6,500 SF.
- ² For leases aggregating payments of \$10,000 or more.
- ³ For leases aggregating payments of \$10,000 or more.
- ⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider Landlord Responsibility

Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

County: Fayette
Lease: QU0000769210

1. **Landlord Responsibilities.** Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service's agents or employees negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, fencing and sidewalks), furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
 - a. **Pest Control.** Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
 - b. **Casualty.** Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
 - c. **HVAC.** Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68°F) and cooling to a maximum temperature of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier.
 - d. **Heating and Hot Water Supply.** Boilers and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with the most stringent of the federal, state or local codes and ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers Boiler and Vessel Code, must be provided by Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections and require corrective actions by Landlord.
 - e. **Electrical System.** Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
 - f. **Water and Sewer.** Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained, in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order including having any inspections that may be required performed.

Facility Name/LocationFLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998**County** Fayette

Lease: QU0000769210

g. **Wiring.** Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment, Closed Circuit Television, Very Small Aperture Terminal, Criminal Investigation System, Intrusion Detection System, etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service equipment of the Postal Service.

h. **Utilities Distribution Systems.** Landlord is responsible for all utilities (i.e., water, gas, electrical, sewer) distribution systems and structures and the components thereof which deliver such utility services to the Premises and the Property, including but not limited to base building electrical, plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs.

2. **Postal Service Responsibilities.** Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord's, agents, employees, or contractors, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, of the aforementioned items and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary. The Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.

3. **Completion of Maintenance, Repair, or Replacement by Landlord.**

a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord does not finish such maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.

b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from



Maintenance Rider Landlord Responsibility

Facility Name/Location
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the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.

- c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments and reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and other payments due or to become due to Landlord will be abated in proportion to the impairment or loss of use as determined by the Postal Service.

4. Health and Safety. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
- c. take all other proper precautions to protect the health and safety of:
- (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
 - (2) Postal Service employees; and
 - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

- 5. Landlord Access.** In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any repair, maintenance, replacements or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises by more than a de minimis extent, as determined by the Postal Service



Utilities and Services Rider

Facility Name/Location
FLATONIA - MAIN OFFICE (483110-001)
105 E SOUTH MAIN ST, FLATONIA, TX 78941-9998

County: Fayette
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Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

1. HEAT

The Postal Service pays all recurring fuel charges to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of fuel.

2. ELECTRICITY

The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

3. WATER

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are hooked up to a public water system. The Postal Service must pay for all recurring charges for provision of such water services, provided such charges are separately metered by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

4. SEWER

The Premises are hooked up to a public sewer system. The Postal Service must pay for all recurring charges for such sewer services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

5. TRASH

Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

6. SNOW

The Postal Service agrees to remove snow and ice at the cost of the Postal Service from only those areas used exclusively by the Postal Service, which may include all or only portions of the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing exclusive access to the Premises used by the Postal Service's employees, contractors, or customers (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.). The Postal Service is not responsible for, and will not pay the costs of, the removal of snow and ice from the roof or any areas not exclusively used by the Postal Service. Landlord is responsible for and must pay the costs of the timely removal of snow and ice from the roof, as well as all areas not exclusively used by the Postal Service.

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7. CUSTODIAL SERVICES

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building. Custodial services do not include roof or gutter cleaning, or landscaping.

The Postal Service will provide its own custodial services for the interior and exterior of the Premises at its cost.

8. LANDSCAPING

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Postal Service has no responsibility for any landscaping, except that the Postal Service will be responsible for cutting the grass and trimming low shrubs at such times and in such manner as the Postal Service determines necessary in its sole discretion.

February 24, 2023

COMMISSION AGREEMENT

This Agreement, made as of the last date written below, is between **CITY OF FLATONIA** ("Lessor"), and **Jones Lang LaSalle Americas, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

FLATONIA MAIN OFFICE, 105 E SOUTH MAIN ST, FLATONIA, CO
USPS Property ID 483110-001

1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$14,175.00	\$70,875.00	4%	\$2,835.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid within ninety (90) days of execution without further condition or contingency.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**
5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed or dealt with any broker, agent, or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
8. Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished. The parties agree that there may be a client fee share, if allowed by applicable law.
9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits, or goodwill or other special, incidental, indirect, or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.
10. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf party for whom it signs and that this Agreement binds such party.

BROKER:

Jones Lang LaSalle Americas, Inc.

By: _____

Name and Title

Dated: _____

LESSOR:

CITY OF FLATONIA

By: _____

Name and Title

Dated: _____



CITY OF FLATONIA

Agenda Summary Form

Agenda # DA3.1.2023.7	Title: Consider and take appropriate action on changing the name of the baseball field to Mike Schulze Ball Field
Summary: The American Legion has voted on changing the name of the baseball field to Mike Schulze Ball Field. They are asking that the council approve the name change.	
Option(s): <input type="checkbox"/> I move to approve changing the name of the baseball field to Mike Schulze Ball Field. <input type="checkbox"/> If you are opposed to not 2 nd or make any motion. If a motion is not made, the item is dead.	
Kocian: _____ Eversole: _____ Sears: _____ Seale: _____ Mayor Pro Tem Steinhauser: _____ Mayor Geesaman _____	

"Negative" motions are generally not permitted. To dispose of a business item, the motion should be phrased as a positive action to take, and then, if the group desires not to take this action, the motion should be voted down. The exception to this rule is when a governing body is asked to take action on a request and wishes to create a record as to why the denial is justified.

**City of Flatonia
City Council
Executive Session Certified Agenda
March 21, 2023**

A. *ANNOUNCEMENT BY MAYOR*

Pursuant to the Texas Open Meetings Law (V.T.C.A., Government Code, §551.001 *et seq.*), the Mayor now calls an Executive Session on the **20th** day of **February 2023**, at _____ p.m. under the following authority:

1. Section 551.072 – The Council may enter into a closed or executive session to discuss possible purchase, exchange, lease, or value of real estate including the potential ownership of park land.
2. Section 551.071 - The Council may enter into closed or executive session to discuss pending or contemplated litigation or to seek the advice of the City Attorney including Flatonia Fire and Rescue Inc.

B. *DISCUSSION ITEM*

The subject matter of the Executive Session is as follows:

1. Possible purchase, exchange, lease or value of real estate pursuant to Section 551.072 including the potential ownership of park land.

Record of further action taken:

- No action taken.
- Staff instructed to provide additional information to be presented at a subsequent executive session.
- Staff instructed to place item on open meeting agenda for final action.

2. Deliberation regarding Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, including Flatonia Fire and Rescue, Inc.

Record of further action taken:

- No action taken.
- Staff instructed to provide additional information to be presented at a subsequent executive session.
- Staff instructed to place item on open meeting agenda for final action.

C. *ANNOUNCEMENT BY MAYOR*

The City Council has completed the Executive Session at _____ p.m. on the 20th day of February 2023.

D. *CERTIFICATION*

I hereby certify that this Agenda of an Executive Session of the Flatonia City Council is a true and correct record of the proceedings pursuant to those sections of the Texas Government Code under which a description of the discussion is provided above.

WITNESS my hand this 21st day of March 20 23.

Dennis Geesaman
Mayor

ATTEST: | |

Sonya Bishop
City Manager