

CITY OF FLATONIA

Agenda Summary Form

Agenda # DA2.1.2023.1	Title: Consider and take appropriate action on adding 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.
Summary: Consider and take appropriate action on adding 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.	
Option(s): <input type="checkbox"/> I move to approve adding 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. <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 # DA2.1.2023.2	Title: Consider and take appropriate action 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).
Summary: Consider and take appropriate action 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).	
Option(s): <input type="checkbox"/> I move to approve 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). <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.



COMBINED COMMUNITY ACTION, INC.
165 WEST AUSTIN • GIDDINGS, TEXAS 78942
979.540.2980 800.688.9065 Fax 979.542.9565
www.ccaction.com

December 1, 2022

Dear Utility Provider:

Combined Community Action, Inc (CCA) has again contracted with the Texas Department of Housing and Community Affairs (TDHCA) to conduct the Comprehensive Energy Assistance Program (CEAP). CCA will operate CEAP in the counties of Austin, Bastrop, Colorado, Fayette, Ft Bend, and Lee.

TDHCA requires CCA to have signed vendor agreements from all electric, propane, and gas providers in our service area. These agreements must be signed every two years. At this time, I am asking you to complete, sign, and return the agreement to me as soon as possible. This will allow CCA to continue assisting low income clients in your service area for the year(s) 2022-2023 with little or no interruption in service.

The CCA Comprehensive Energy Assistance Program Requires that clients must obtain a 12-month billing and usage (kWh) history from their electric, gas, or propane provider. Please provide this information to the client when they make this request.

CCA has also attached a list of questions that TDHCA requires utility providers to complete. Please answer the questions, make comments, and return them along with the agreement.

If you have any questions regarding the vendor agreement or the CEAP program please feel free to call Deanna Lowrey-Green or me at (979) 540-2980. Your past cooperation and assistance are greatly appreciated. We look forward to working with you in the future.

Sincerely,

Kelly Franke
Executive Director
Combined Community Action

Enclosures

**COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
MUNICIPAL UTILITY VENDOR AGREEMENT**

PURPOSE. The purpose of the Comprehensive Energy Assistance Program ("CEAP") Municipal Utility Vendor Agreement ("Vendor Agreement") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") is to provide a grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services Provider identified below ("Vendor") agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider identified below ("Agency") agrees to make payments only for eligible low-income clients.

PARTIES. This Vendor Agreement is by and between:
Combined Community Action

Energy Assistance Provider ("Agency")

and

City of Flatonica
Energy Services Provider ("Vendor")

The Agency and Vendor are each a party to the Vendor Agreement and herein each referred to as "Party" or collectively referred to as "Parties".

SERVICE AREA. Vendor and Agency agree to assist customers in the following counties: Austin, Bastrop
Colorado Fayette, Ft Bend, and Lee

TERM. This Vendor Agreement shall be effective from the 1st day of 2023 for a period not to exceed two years from the effective date. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor: City of Flatonica
(Vendor Name)

P.O. BOX Flatonica TX 78941
(Vendor Mailing Address)

Agency: Combined Community Action
(Agency Name)

165 W Austin St Giddings, TX 78942
(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (“TDHCA”) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

VENDOR’S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a “Certified Customer”.

VENDOR’S PERFORMANCE. Vendor will, with reference to a Certified Customer:

- Extend the CEAP applicant’s energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer’s Disconnect Notice in order to avoid disconnection or be eligible for reconnection. Nothing in this Vendor Agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor’s normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer’s billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five (45) day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five (45) days of identifying a Certified Customer.
- Not interrupt service if Certified Customer enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with 10 TAC §6.312(f).

AGENCY'S PERFORMANCE. The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five (45) days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for energy services by and between Agency and TDHCA. If funding for energy services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Apt to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on _____.

VENDOR:

Authorized Vendor Signature _____ Date _____

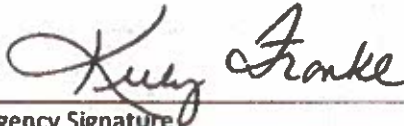
Typed Name of Authorized Signature _____ Title _____

(361) 865-3548

Vendor (Area Code) Telephone Number _____

Vendor Email Address _____

AGENCY:



12/01/2022

Authorized Agency Signature _____ Date _____

Kelly Franke

Executive Director

Typed Name of Authorized Signature _____ Title _____

979-540-2980

Agency (Area Code) Telephone Number _____

VENDOR AGREEMENT ATTACHMENT

Would you consider waiving late fees?

Yes No N A

Do you charge your customers a fee to obtain a 12-month billing and usage history?

Yes No

If you answered yes to the above question, would you consider waving the fee?

Yes No

On a case-by-case basis, would you consider reducing a customer's past due balance?

Yes No

If a customer has a past due balance, would you consider setting up a payment plan or granting an extension in lieu of terminating utilities?

Payment Plan: Yes No Extension: Yes No

In the event that our agency needs to contact you all with questions, please provide the pledge line or other telephone number that we should use

Where should we fax the Notice of Payment/Pledge to?

Fax:

Is there an email address in which pledges can be sent to?

Email:

When mailing payments to your company, what is the address that they should be sent to?

Signature of Utility Representative

Date

Utility Provider Name (Please Print)

Please return agreement to:

COMBINED COMMUNITY ACTION, INC.
165 W. AUSTIN ST.
GIDDINGS, TX 78942



TEXAS UTILITY HELP PROGRAM UTILITY PROVIDER AGREEMENT

PURPOSE. The purpose of the Texas Utility Help Utility Provider Agreement ("**Vendor Agreement**"), funded from the Comprehensive Energy Assistance Program ("**CEAP**") and the Low-Income Home Water Assistance Program ("**LIHWAP**"), is to provide a grant for emergency assistance to low-income households known as ("**Certified Customer or Customers**"), particularly those with the lowest incomes that pay a high proportion of household income for electricity, gas, propane, known as "**Energy Services**" and water, storm water, drinking water, wastewater/sewer, and groundwater services, known as "**Water Services**".

The Utility Services Provider identified below ("**Vendor**") agrees to the terms of the CEAP and/or LIHWAP grant(s) as applicable and to accept payment from CEAP and LIHWAP for eligible CEAP and LIHWAP households to whom Vendor continues to provide Utility Services. Texas Department of Housing and Community Affairs ("**TDHCA**" or "**Agency**") agrees to make payments only for CEAP and LIHWAP households who have been determined to be eligible for the program.

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as "**Party**" or collectively referred to as "**Parties**".

TERM. This Vendor Agreement shall be effective from the date of the Vendor's signature below, and shall terminate on December 31, 2023, unless earlier terminated by one of the Parties in accordance with the terms of the Agreement. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the address as entered or updated by Vendor in the Texas Utility Help Vendor portal. The notice address for Agency is P.O. BOX 13941, Austin, TX 787113941.

AGENCY REPRESENTATIONS. The CEAP funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, prevention of disconnection of service, and/or to pay either partially or in full an eligible CEAP Certified Customer current due energy bill, in addition to prospective payments in accordance with program rules, known as "**Eligible Costs**" for Energy Services. The LIHWAP funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP Certified Customer current due water bill, known as "**Eligible Costs**" for Water Services.

VENDOR'S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the Certified Customer's account related to Eligible Costs.

AGENCY AND VENDOR ACKNOWLEDGEMENT. Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the CEAP and LIHWAP.

Both Parties acknowledge that TDHCA may select entities to serve CEAP and LIHWAP clients in Texas, and that Vendor shall not refuse to enter into other agreements with these entities because of the existence of this Vendor Agreement.

AMENDMENTS. Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

VENDOR'S RESPONSIBILITIES. Vendor will, with reference to a Certified Customer:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible CEAP and/or LIHWAP households, as applicable, and household accounts including but not limited to bills, payments, and services.
- Provide Energy and/or Water Services to each eligible and approved household for which payment is provided under CEAP and/or LIHWAP.
- Upon accepting payment from Agency for Certified Customer, continue or restore energy and/or water service to Certified Customer with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission ("PUC"), if applicable.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide Energy and/or Water Service, as applicable, or otherwise discriminate in the marketing and provision of Energy and/or Water Service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of household in an economically distressed geographic area, or qualification for low-income energy- or water-efficiency services.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed to the Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply CEAP or LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply CEAP or LIHWAP payments to commercial accounts. CEAP and LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on CEAP and LIHWAP household bills, the amount of CEAP and/or LIHWAP payment(s) received in a manner which identifies the payment as received from CEAP and/or LIHWAP or at least the amount paid by CEAP and/or LIHWAP shown as credited.

- Continually maintain accurate records of CEAP and LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with CEAP and LIHWAP Vendor Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the CEAP and LIHWAP.
- Certified Customer must agree to authorize the Vendor to release the applicant's information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies including contractors.
- Data related to a Certified Customer's Energy or Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The Certified Customer's application will authorize the Vendor to release this information to the Agency.
- Vendors providing Water Services represent and warrant that they have a current Vendor Certificate of Convenience and Necessity Number ("CCN").

AGENCY RESPONSIBILITIES. The Agency will:

- Maintain in Agency's system of record the Certified Customers' written permission for Agency's access to Certified Customer's information as stated above.
- Obtain written permission for Agency to request and have access to household information, including confidential or personal account information, credit and payment history, from households seeking Agency's assistance. Social Security numbers are not required for the LIHWAP or CEAP program and may not be disclosed to Agency.
- Review invoice(s) submitted by the Vendor and/or the Certified Customer. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of a Certified Customer to Vendor without having adequate funds to pay such payments.
- Provide payment to the Vendor after receipt of proper invoices and documentation from the household, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and Certified Clients, if requested from Vendor.
- Comply with all relevant state and federal laws and regulations in its implementation of the CEAP and LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human

Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the Texas Utility Help program by posting the same on the Texas Utility Help website.

- **OBLIGATIONS.** Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding under the statewide Texas Utility Help program. If funding for Energy and/or Water services, as applicable, is not available to make payments, Agency will notify Vendor in writing within a reasonable time after such fact is determined.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit Energy and/or Water Services as applicable; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

VENDOR:

Authorized Vendor Signature Date

Typed Name of Authorized Signature Title

Typed Vendor Name

AGENCY:

Authorized Agency Signature Date

Typed Name of Authorized Signature Title

CITY OF FLATONIA
Agenda Summary Form

Agenda # DA2.1.2023.3	Title: Consider and take appropriate action on increasing the standby pay for our Utility Department from \$100 to \$200.
Summary: Consider and take appropriate action on increasing the standby pay for our Utility Department from \$100 to \$200.	
Option(s): <input type="checkbox"/> I move to approve the increasing the standby pay for our Utility Department from \$100 to \$200. <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 # DA2.1.2023.4	Title: Consider and take appropriate action on the Fourth Quarter 2022 Hotel Occupancy Tax Expenditure Reports from Flatonia Chamber of Commerce, Special Projects, and EA Arnim Archives and Museum
Summary: Consider and take appropriate action on the Fourth Quarter 2022 Hotel Occupancy Tax Expenditure Reports from Flatonia Chamber of Commerce, Special Projects, and EA Arnim Archives and Museum.	
Option(s): <input type="checkbox"/> I move to approve the Fourth Quarter 2022 Hotel Occupancy Tax Expenditure Reports from Flatonia Chamber of Commerce, Special Projects, and EA Arnim Archives and Museum. <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.

FLATONIA CHAMBER OF COMMERCE

4th QUARTER 2022 HOT FUNDS REPORT

DATE 2022	CHECK #	PAYABLE TO	EXPLANATION	AMOUNT
10/10	3300	Abigail Rice	payroll 9/24-10/07	\$1,420.76
10/10	3301	Desteni Ramirez	payroll 9/24-10/07	\$288.00
10/10	3302	Fayette County Record	Fall/Winter Magazine Ad	\$1,095.00
10/10	3303	Flatonia Argus	Newspaper Advertisement	\$56.70
10/21	3304	Hengst Printing	Czhilispiel Banners	\$420.00
12/19	3344	Desteni Ramirez	payroll 12/5-12/16	\$335.10
12/19	3345	Abigail Rice	payroll 12/5-12/16	\$1,420.78
			Total:	\$5,036.34

The Chamber of Commerce of Flatonia Texas
Income Statement - OTA Account - City Council
October through December 2022

	<u>Oct - Dec 22</u>
Ordinary Income/Expense	
Income	
OTA Income	
OTA Interest	1.64
OTA Revenue	<u>8,438.00</u>
Total OTA Income	<u>8,439.64</u>
Total Income	<u>8,439.64</u>
Gross Profit	<u>8,439.64</u>
Expense	
Payroll Expense	
Wages / Salaries	<u>3,859.92</u>
Total Chamber Expense	<u>3,859.92</u>
Czhilispiel Expense	
Advertisement	<u>420.00</u>
Total Chamber Expense	<u>420.00</u>
OTA Expense	
Advertisement	<u>1,151.70</u>
Total OTA Expense	<u>1,151.70</u>
Total Expense	<u>5,431.62</u>
Net Ordinary Income	<u>3,008.02</u>
Net Income	<u><u>3,008.02</u></u>

Profit & Loss Detail

October through December 2022

Ordinary Income/Expense	Type	Date	Notes	Name	Cr	Dr	Paid Amount
Income							
OTA Income							
OTA Interest	Deposit	10/16/2022		Deposit			0.05
	Deposit	11/16/2022		Deposit			0.26
	Deposit	12/16/2022		Deposit			0.50
							<u>1.81</u>
Total OTA Interest							<u>2,428.00</u>
OTA Revenue	Deposit	12/08/2022		City of Fribourg			8,428.00
							<u>8,428.00</u>
Total OTA Revenue							<u>8,428.00</u>
Total OTA Income							<u>10,856.00</u>
Total Income							<u>10,856.00</u>
Expenses							
Charitable Expenses							
Physical Expenses							
Wages and Salaries	Paycheck	10/10/2022		Abigail M Rice			1,528.48
	Paycheck	10/10/2022		Deborah V Rummex			308.00
	Paycheck	12/16/2022		Abigail M Rice			1,528.48
	Paycheck	12/16/2022		Deborah V Rummex			417.00
							<u>3,801.96</u>
Total Wages and Salaries							<u>3,801.96</u>
Total Payroll Expenses							
Total Charitable Expenses							
Catholics/Episcopal Expenses							
Advertisement							
Total Advertisement							
OTA Expense	Bill	10/21/2022		Merigel Printing			420.00
							<u>420.00</u>
Total Advertisement							<u>420.00</u>
Total Expenses							
OTA Expense	Bill	10/10/2022		Fayette County Record			1,089.00
	Bill	10/10/2022		Fribourg Angus			68.70
							<u>1,157.70</u>
Total Advertisement							<u>1,157.70</u>
Total OTA Expense							<u>1,157.70</u>
Total Expense							<u>5,000.00</u>
Net Ordinary Income							<u>5,856.00</u>
of Income							<u>5,856.00</u>

The Chamber of Commerce of Flatonia Texas

2/14/2023 8:42 AM

Register: Fayette Savings OTA xxx1491

From 10/01/2022 through 12/31/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/10/2022	3300	Abigail M Rice	-split-		1,420.76	X		2,381.99
10/10/2022	3301	Desteni V Ramirez	-split-		288.00	X		2,093.99
10/10/2022	3302	Fayette County Record	Accounts Payable		1,095.00	X		998.99
10/10/2022	3303	Flatonia Argus	Accounts Payable		56.70	X		942.29
10/15/2022			OTA Income:OTA Inte...	Deposit		X	0.88	943.17
10/21/2022	3304	Hengst Printing	Accounts Payable		420.00	X		523.17
11/15/2022			OTA Income:OTA Inte...	Deposit		X	0.26	523.43
12/09/2022			OTA Income:OTA Rev...	City of Flatonia		X	8,438.00	8,961.43
12/15/2022			OTA Income:OTA Inte...	Deposit		X	0.50	8,961.93
12/19/2022	3344	Desteni V Ramirez	-split-		335.10	X		8,626.83
12/19/2022	3345	Abigail M Rice	-split-		1,420.78	X		7,206.05

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

1/9/2023

Beginning Balance
9,363.69

October through December 2022
Re: Fourth Quarter

HOT Funds		Income	
		3,750.00	
Total Income		3,750.00	
Expenses	Description		
Rubin Cedillos	Mowing/Cleaning	-105.00	
City of Flatonia	Utilities/		
	September	-188.06	
	October	-171.94	
	November	-157.46	
Dennis Olsovsky	Contract Labor	-1,360.00	
Schulenburg Printing	Advertising buttons	-306.35	
Trophy Tech	Plaque for Photo Pavillion	-94.54	
Guillermo Manzano	Rail Pavillion Work	-1,500.00	
Greg Kadlub	Supplies for Rail Fan Event	-70.13	
Ginny Sears	Wine Walk supplies	-68.41	
The Market	Wine Walk supplies	-64.95	
Greg Kadlub	Reimburse for Plumbing repairs	-165.49	
Total Expenses		-4,252.33	

8,861.36

Endng Balance

E. A. Arnim Archives & Museum

Prepared by Judy Pate

Highlights of 4th Quarter 2022 Activities:

Visitors:

- Heavy traffic in both mail building and barn during the museums open hours for Czhilispiel, October 29 & 30.
- Museum Open House and Fundraiser on November 12 attended by approximately 200 people, a new record, including many out of town (and out of state) visitors staying in local hotels.
- Heritage visitors to the museum included members of the McVey, Faires, McCall, Svatek and Flato families.

Conservation:

- Professional scan and print of Flatonía Oil Prospect map of 1915 made for conservation and display purposes.

Other:

- The museum lost its founder, charter member and long-time president of the Board of Directors, guiding hand and highly valued friend in the passing of Ervan Zouzalik on November 4, 2022. His presence and influence will always be missed.

E. A. Arnim Archives & Museum of Flatonia

4th Quarter 2022 HOT Tax Income/Expense Report

Balance Forward \$ 3,541.82

HOT TAX INCOME IN 4th QUARTER

City of Flatonia \$ 6,563.00

Interest Income \$ 1.58

TOTAL INCOME \$ 6,564.58

HOT TAX EXPENSES IN 4th QUARTER

Utilities

Electric & Water \$ 1,112.94

Telephone & Internet \$ 501.99

TOTAL Utilities \$ 1,614.93

Wages \$ 1,569.94

Payroll Tax \$ 380.97

Security \$ 148.18

Insurance \$ 699.73

Office Expenses \$ 38.00

Advertising and Promotion \$ 186.50

Production, Play & Video \$ 2,000.00

TOTAL EXPENSES \$ 6,638.25

Balance Forward: \$3,468.15

CITY OF FLATONIA

Agenda Summary Form

Agenda # DA2.1.2023.5	Title: Consider and take appropriate action on the appointment of Rosa Velasquez, Sharon Cosson and Elias Flores to serve on the Housing Authority' Slate of Commissioners.
Summary: Consider and take appropriate action on the appointment of Rosa Velasquez, Sharon Cosson and Elias Flores to serve on the Housing Authority' Slate of Commissioners.	
Option(s): <input type="checkbox"/> I move to approve the appointment of Rosa Velasquez, Sharon Cosson and Elias Flores to serve on the Housing Authority' Slate of Commissioners. <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.

"HIGH PERFORMER"
HOUSING AUTHORITY OF THE CITY OF FLATONIA
701 EAST MULBERRY/P.O. BOX 152
FLATONIA, TEXAS 78941
(361) 865-2534
(361) 865-2599-FAX

January 30, 2023

City Manager
Sonya Bishop
City of Flatonia
P.O. Box 329
Flatonia, Texas 78941

Dear Sonya Bishop:

Please place on the agenda, for the next scheduled city council meeting, the Mayor's appointment of Rosa Velasquez, Sharon Cosson and Elias Flores to serve on the Housing Authority's Slate of Commissioners.

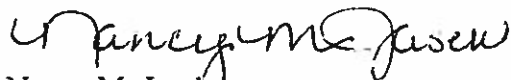
All terms shall be for two years commencing with appointment date and ending on February 14, 2025.

These prospective commissioners have been in contact with the Housing Authority and have agreed to serve in this capacity.

Mayor Dennis Geesaman will need to complete the Certificate of Appointment forms, for these appointments, as attached and return to the Housing Authority.

Thank you for your cooperation. Please call or come by my office, in the event you have any questions or concerns.

Sincerely,



Nancy M. Jasek
Executive Director

Certificate of Appointment

Under the authority invested in the undersigned and in conformance with
Subchapter C of Local Government Code Chapter 392

Rosa Velasquez

is appointed

Commissioner

for the

Housing Authority of the City of Flatonis
City of Flatonis
Municipality

Presiding Officer

Date of Appointment Feb. 14, 2023 Date of Expiration of Term Feb 14, 2025

Certificate of Appointment

Under the authority invested in the undersigned and in conformance with
Subchapter C of Local Government Code Chapter 392

Sharon Cosson

is appointed

Commissioner

for the

Housing Authority of the City of Flatoria
CITY OF FLATORIA
Municipality

Presiding Officer

Date of Appointment Feb. 14, 2023 Date of Expiration of Term Feb. 14, 2025

Certificate of Appointment

Under the authority invested in the undersigned and in conformance with
Subchapter C of Local Government Code Chapter 392

Elias Flores

is appointed

Commissioner

for the

Housing Authority of the City of Flatoniz
City of Flatoniz
Municipality

_____ Presiding Officer

Date of Appointment Feb. 14, 2023 Date of Expiration of Term Feb. 14, 2025

CITY OF FLATONIA
Agenda Summary Form

Agenda # DA2.1.2023.6	Title: Consider and take action on adopting/reaffirming Civil Rights Policies and Procedures, to include the HUD Section 3 presentation, for the TxCDBG City of Flatonia Contract CDV21-0342.
Summary: Consider and take action on adopting/reaffirming Civil Rights Policies and Procedures, to include the HUD Section 3 presentation, for the TxCDBG City of Flatonia Contract CDV21-0342.	
Option(s): <input type="checkbox"/> I move to approve adopting/reaffirming Civil Rights Policies and Procedures, to include the HUD Section 3 presentation, for the TxCDBG City of Flatonia Contract CDV21-0342. <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.

A1024 Section 3 Presentation to City of Flatonia

February 20, 2023





The City recently received the following grant award:

- Grant Agreement No. CDV21-0342
- Award Amount: \$350,000
- Project: Water main installation on North Market Street and North Faires Street



The grant is funded through the Community Development Block Grant, via:

- U.S. Department of Housing and Urban Development (HUD)

and

- Texas Department of Agriculture (TDA)



Section 3 Concepts

- As a condition of funding, the City must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.



Section 3 Concepts

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01



Section 3 Business

A company may qualify as a **Section 3 Business** if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3-month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegistrarBusiness>



Section 3 Business

This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Construction Company – to be awarded



Section 3 Worker

You may qualify as a **Section 3 Worker** if:

- Your annual income is below the county threshold for your family size:
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

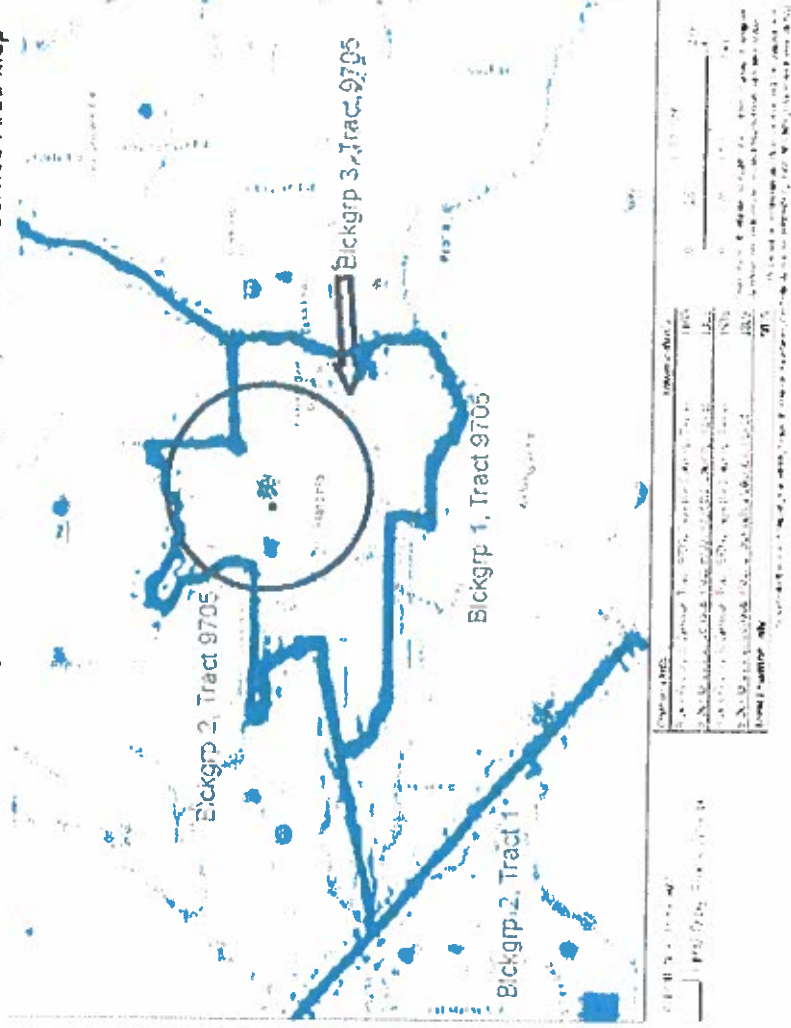
- [WorkInTexas.gov](https://workintexas.gov)
- HUD's Section 3 Opportunity Portal
<https://hudapps.hud.gov/OpportunityPortal/>
- CIVCAST
- Minority Women-owned Business Enterprise (MWBEO)



Targeted Section 3 Worker

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers. For this project, that service area is defined by this map:

City of Flatonia, Tx CDDBG Agreement No. CDV21-0342, Section 3 Service Area Map

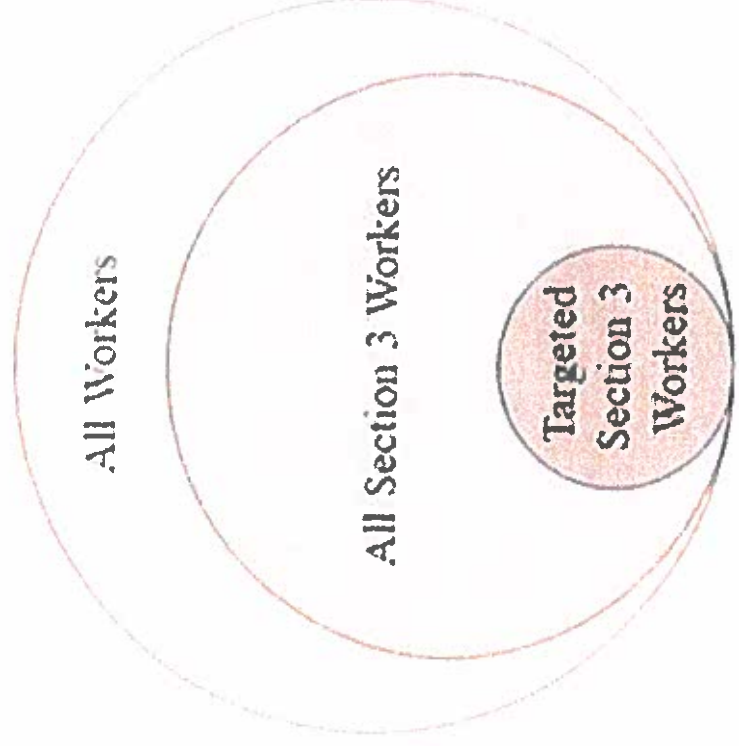




Recordkeeping

Langford will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.





For More Information

TxCDBG Policy Issuance 20-01

[REVISED Policy Issuance 20-01 Section 3 v1.pdf](#)
texasagriculture.gov

24 CFR Part 75

[Electronic Code of Federal Regulations \(eCFR\)](#)

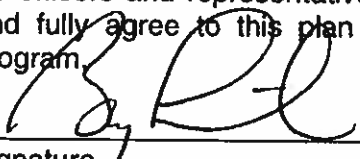
Janell Foster, Langford: (512) 452-0432
janell@LCMSinc.com

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the *City of Flatonia* hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Flatonia to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Flatonia to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Flatonia will introduce and pass a resolution adopting/reaffirming this policy.

As officers and representatives of the City of Flatonia, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.



Signature

Mayor _____
Title

February 11, 2020

Date

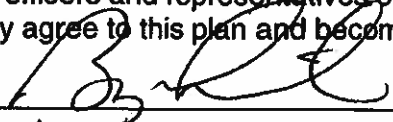
A1015

Fair Housing Policy

In accordance with Fair Housing Act, the City of Flatonia hereby adopts/reaffirms the following policy with respect to the Affirmatively Furthering Fair Housing:

1. *The City of Flatonia agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).*
2. *The City of Flatonia to plan at least one activity during the contract term to affirmatively further fair housing.*
3. *The City of Flatonia will introduce and pass a resolution adopting this policy.*

As officers and representatives of *the City of Flatonia* we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.



Signature

Mayor

February 11, 2020

Date

**FEDERAL GRANT PROGRAM PROCUREMENT POLICY for the
The City of Flatonia**

CODE OF CONDUCT

As a Grant Recipient of a TxCDBG contract, The City of Flatonia shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Flatonia shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Flatonia shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

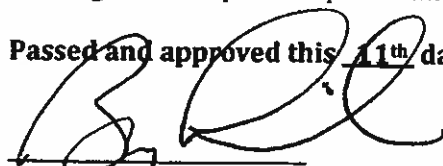
For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Flatonia's Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this 11th day of February, 2020.



Bryan Milson, Mayor
City of Flatonia

Sample Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Flatonia hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Flatonia does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Flatonia's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Flatonia shall take continuing steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For the hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, the City of Flatonia shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Flatonia to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the City Manager, at 125 E. South Main St., or P.O. Box 329, Flatonia, Texas 78941, (361) 865-3548, who has been designated to coordinate Section 504 compliance efforts.

- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the City Manager. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of the resolution, if any, shall be issued by the City Manager, and a copy forwarded to the complainant within fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Flatonia relating to the complaint's files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Flatonia within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards, and assure that the City of Flatonia complies with Section 504 and HUD regulations.

Signature/Title

Date

§THE CITY OF FLATONIA
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

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

For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Flatonia City Hall, 125 E. South Main St., Flatonia, Texas 78941, (361) 865-3548, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at 125 E. South Main St., or P.O. Box 329, Flatonia, Texas 78941, or may call (361) 865-3548.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to the person who made the complaint or grievance within fifteen (15) business days.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within the

fifteen (15) business days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in English, Spanish, or other appropriate languages.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based on the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published or posted at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper or posted in two locations, city hall and on the city website, or city hall and one additional location, either in the project area (or) a well-traveled public building. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.

5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from the closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish the notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.

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

PASSED AND ADOPTED by the City Council of the City of Flatonia, Texas, on the 21st day of February 2023.

Dennis Gessaman, Mayor

ATTEST:

Tammy Louvier, City Secretary

LA CIUDAD DE FLATONIA
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE SUBVENCIONES EN BLOQUE PARA EL DESARROLLO
COMUNITARIO DE TEXAS

Nota para los beneficiarios de la subvención con respecto a los requisitos de dominio limitado del inglés (LEP):

De acuerdo con la ley federal, si un número significativo de la población no son residentes de habla inglesa y se ven afectados por el proyecto TxCDBG, dichos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar un "acceso significativo", los beneficiarios de la subvención pueden necesitar proporcionar servicios de interpretación en audiencias públicas o proporcionar materiales escritos que no estén en inglés y que se proporcionen rutinariamente en inglés. Ejemplos de tales documentos vitales pueden incluir avisos de Participación Ciudadana (por ejemplo, procedimientos de quejas, avisos de audiencias), avisos de derechos civiles y cualquier otro aviso publicado que pueda permitir que una persona elegible con dominio limitado del inglés participe en la discusión de las actividades propuestas de CDBG.

Para obtener más información, consulte LEP.gov

PROCEDIMIENTOS DE RECLAMACIÓN

Estos procedimientos de queja cumplen con los requisitos del Programa de Subvención en Bloque para el Desarrollo Comunitario de Texas (TxCDBG) del Departamento de Agricultura de Texas y los Requisitos del Gobierno Local que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en el Ayuntamiento de la Ciudad de Flatonia, 125 E. South Main St., Flatonia, Texas 78941, (361) 865-3548, durante el horario comercial regular.

A continuación se presentan los procedimientos formales de quejas y quejas con respecto a los servicios prestados bajo el proyecto TxCDBG .

1. Una persona que tiene una queja o queja sobre cualquier servicio o actividad con respecto al proyecto TxCDBG, ya sea un proyecto TxCDBG propuesto, en curso o completado, puede durante el horario comercial regular presentar dicha queja o queja, por escrito al Administrador de la Ciudad, en 125 E. South Main St., o P. O. Box 329, Flatonia, Texas 78941, o puede llamar al (361) 865-3548.
2. Una copia de la queja o queja a ser transmitida por el Administrador de la Ciudad a la entidad que es objeto de la queja o queja y al Abogado de la Ciudad dentro de los cinco (5) días hábiles posteriores a la fecha de la queja o queja.
3. El Administrador de la Ciudad completará una investigación de la queja o queja, si es posible, y proporcionará una respuesta oportuna por escrito a la persona que presentó la queja o queja dentro de los quince (15) días.

4. Si la investigación no puede completarse dentro de los quince (15) días hábiles por 3 anteriores, la persona que presentó la queja o queja será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la recepción de la queja o queja original y detallará cuándo debe completarse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación subsiguiente se enviarán al TxCDBG para su revisión y comentarios adicionales.
6. Si corresponde, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés, español u otros idiomas apropiados.

ASISTENCIA TÉCNICA

Cuando se le solicite, la Ciudad proporcionará asistencia técnica a grupos que representen a personas de ingresos bajos y moderados en el desarrollo de propuestas para el uso de los fondos de TxCDBG. La Ciudad, con base en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y tipo de asistencia.

DISPOSICIONES SOBRE AUDIENCIAS PÚBLICAS

Para cada audiencia pública programada y conducida por la Ciudad, se observarán las siguientes disposiciones de audiencia pública:

1. El aviso público de todas las audiencias debe publicarse o publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe publicarse en un periódico local o publicarse en dos lugares, el ayuntamiento y en el sitio web de la ciudad, o el ayuntamiento y una ubicación adicional, ya sea en el área del proyecto (o) en un edificio público muy transitado. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo de periódico publicado también se puede utilizar para cumplir con este requisito siempre que cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben colocarse de manera prominente en los edificios públicos y distribuirse a las autoridades locales de vivienda pública y otros grupos comunitarios interesados.
2. Cuando un número significativo de residentes que no hablan inglés son parte del área de servicio potencial del proyecto TxCDBG, los documentos vitales, como los avisos, deben publicarse en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar convenientes para los beneficiarios potenciales o reales e incluirá adaptaciones para personas con discapacidades. Las personas con discapacidades deben poder asistir a las audiencias y la Ciudad debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si son contactadas al menos dos días antes de la audiencia.

4. Una audiencia pública celebrada antes de la presentación de una solicitud de TxCDBG debe llevarse a cabo después de las 5:00 PM en un día laborable o en un horario conveniente un sábado o domingo.
5. Cuando se puede esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, un intérprete debe estar presente para satisfacer las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la preparación y presentación de una solicitud para un proyecto de TxCDBG:

1. Como mínimo, la Ciudad deberá celebrar al menos una (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de los avisos de audiencia, una lista de las personas que asisten a la(s) audiencia(s), las actas de la(s) audiencia(s) y cualquier otro registro relacionado con el uso propuesto de fondos durante tres (3) años a partir del cierre de la subvención al estado. Dichos registros se pondrán a disposición del público de acuerdo con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública incluirá una discusión con los ciudadanos como se describe en el manual de solicitud de TxCDBG aplicable para incluir, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos anteriores del contrato de TxCDBG, si corresponde. Se alentará a los ciudadanos, con especial hincapié en las personas de ingresos bajos y moderados que sean residentes de barrios marginales y zonas de niebla del cielo, a que presenten sus opiniones y propuestas sobre el desarrollo comunitario y las necesidades de vivienda. Se informará a los ciudadanos del lugar en el que podrán presentar sus opiniones y propuestas en caso de que no puedan asistir a la audiencia pública.
4. Cuando se puede esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, un intérprete debe estar presente para satisfacer las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en caso de que la Ciudad reciba fondos del programa TxCDBG:

1. La Ciudad también llevará a cabo una audiencia pública con respecto a cualquier cambio sustancial, según lo determine TxCDBG, propuesto para ser hecho en el uso de los fondos de TxCDBG de una actividad elegible a otra nuevamente utilizando los requisitos de notificación anteriores.
2. Una vez finalizado el proyecto TxCDBG, la Ciudad llevará a cabo una audiencia pública y revisará el desempeño de su programa, incluido el uso real de los fondos de TxCDBG.

3. Cuando se pueda esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, ya sea para una audiencia pública sobre un cambio sustancial en el proyecto TxCDBG o para el cierre del proyecto TxCDBG, publique el aviso en inglés y español, u otro idioma apropiado y proporcione un intérprete en la audiencia para satisfacer las necesidades de los residentes que no hablan inglés.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso(s) de audiencia, una lista de las personas que asisten a la(s) audiencia(s), actas de la(s) audiencia(s), y cualquier otro registro relacionado con el uso real de los fondos por un período de tres (3) años a partir del cierre de la subvención al estado. Dichos registros se pondrán a disposición del público de acuerdo con el Capítulo 552, Código de Gobierno de Texas.

APROBADO Y ADOPTADO por el Concejo Municipal de la Ciudad de Flatonia, Texas, el 21 de febrero de 2023.

Dennis Gessaman, alcalde

ATESTIGUAR:

Tammy Louvier, secretaria de la Ciudad

RESOLUTION No. 2023.2.20.1 Regarding Civil Rights**The City of Flatonia, Texas**

Whereas, the City of Flatonia, Texas, (hereinafter referred to as "City of Flatonia") has been awarded TxCDBG funding through a TxCDBG grant (CDV21-0342) from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the City of Flatonia, in accordance with Section 109 of Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Flatonia, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Flatonia, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower-income residents and contract opportunities to businesses in the Section 3 Service Area;

Whereas, the City of Flatonia, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and the State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Flatonia, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the City of Flatonia, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City of Flatonia, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

A1014

Whereas, the City of Flatonia, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

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

The CITY of Flatonia ADOPTS The following policies:

1. Citizen Participation Plan and Grievance Procedures (Form A1013); and
2. Section 504 Policy and Grievance Procedures (Form A1004).

The CITY of Flatonia REAFFIRMS The following policies:

3. Excessive Force Policy (Form A1003);
4. Fair Housing Policy (Form A1015); and
5. Code of Conduct Policy (Form A1002).

The City affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 Economic Opportunity;
7. Limited English Proficiency; and
8. Activity to Affirmatively Further Fair Housing Choice.

Passed and approved this 20th day of February 2023.

Dennis Gessaman, Mayor
City of Flatonia, Texas

ATTEST:

Tammy Louvier, City Secretary

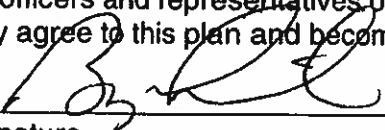
3/1/2022

Fair Housing Policy

In accordance with Fair Housing Act, the City of Flatonia hereby adopts/reaffirms the following policy with respect to the Affirmatively Furthering Fair Housing:

1. *The City of Flatonia agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).*
2. *The City of Flatonia to plan at least one activity during the contract term to affirmatively further fair housing.*
3. *The City of Flatonia will introduce and pass a resolution adopting this policy.*

As officers and representatives of *the City of Flatonia* we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.



Signature

Mayor
Title

February 11, 2020
Date

CITY OF FLATONIA
Agenda Summary Form

Agenda # DA2.1.2023.7	Title: Consider and take action on approving permits for Muffins and Mufflers Classic Car Show.
Summary: Muffins and Mufflers Classic Car Show would like to expand for their event scheduled on May 20, 2023. We will need the City's approval to allow this event to take place.	
Option(s): <input type="checkbox"/> I move to approve permits for Muffins and Mufflers Classic Car Show. <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 # DA2.1.2023.8	Title: Consider and take action on approving Randy Johnson as the new EDC committee member.
Summary: Approve the appointment of Randy Johnson as the new committee member for EDC.	
Option(s): <input type="checkbox"/> I move to approve Randy Johnson as the new EDC committee member. <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.