



**CITY OF FLATONIA  
REGULAR CITY COUNCIL MEETING  
Council Chambers/City Hall  
125 E. South Main, Flatonia, Texas  
October 4, 2023**

**City Council Meeting 6:00 pm  
AGENDA**

**Opening Agenda**

Call to Order  
Invocation & Pledge  
Citizens' Participation

**Reports**

Police Chief	September Activity
Utility Director	September Report
Code Enforcement	September Report
City Manager	September Report

**Consent Agenda**

- C1. Consider and take appropriate action on the September 12, 2023 meeting minutes.
- C2. Consider and take appropriate action on the September 21, 2023 meeting minutes.
- C3. Consider and take appropriate action on the financial statements for September 2023.

**Discussion Agenda**

- D1. Discuss nominees to fill the upcoming vacancy for the City of Flatonia representative on the Fayette County Appraisal District Board of Directors.
- D2. Discuss the Fiscal Year 2023-2024 budget for the Chamber of Commerce.

## **Deliberation Agenda**

- DA10.1.2023.1** Consider and take appropriate action to approve Resolution #2023.10.1 affirming the park boundaries for Memorial Park and directing the City Manager and City Attorney to coordinate cleanup and lighting of the park property, including removing any remaining private items after ten (10) days.
- DA10.1.2023.2** Consider and take appropriate action to approve the proposed city projects using funds from the GLO MOD grant. The projects include sludge removal from the wastewater treatment plant, replacing water well #10, and replacing AC water lines on the southwest side of town.
- DA10.1.2023.3** Consider and take appropriate action to approve two designated parking spots in front of Clover Connection for use during morning drop-off hours.
- DA10.1.2023.4** Consider and take appropriate action to approve Ordinance #2023.10.1 revising the code of ordinances to delete the curfew established in ordinance #410 adopted March 3, 2007, an ordinance to establish curfew hours for minors of the City of Flatonia, Texas.
- DA10.1.2023.5** Consider and take appropriate action to approve Resolution #2023.10.2 updating the hazard mitigation action plan.
- DA10.1.2023.6** Consider and take appropriate action to approve the Contract for Assessment and Collection Services with the Fayette County Appraisal District.
- DA10.1.2023.7** Consider and take appropriate action to approve Ordinance #2023.10.2, an ordinance relating to the use of hotel occupancy taxes for the construction of improvements related to interconnectivity and accessibility between municipal parks and local tourist attractions and lodging.
- DA10.1.2023.8** Consider and take appropriate action to approve the proposed oil and gas lease with Rosewood Resources. The proposed property location is 21.936 acres, M. Muldoon League #14, A-76 and the W.A. Faires Survey, A-180 Fayette County, Texas.

## **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 **September 29, 2023, by 5:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

\_\_\_\_\_  
Jacqueline Ott, 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:

\_\_\_\_\_  
Jacqueline Ott,  
City Secretary, City of Flatonia



# FLATONIA POLICE DEPARTMENT

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

## **September 2023 Monthly Report**

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

### **Calls for Service:**

There were **399** calls for service for this month.

### **Offense / Incident Report Activity:**

On September 1, 2023, Officer Kalina and Sergeant Tunis responded to a report of multiple grass fires. Officer Kalina and Sergeant Tunis assisted the Flatonia Fire Department in extinguishing the fire.

On September 6, 2023, Officer Roggenkamp was dispatched to a disturbance involving two females. Officer Roggenkamp was able to diffuse the situation, obtain photos and video, and transport one subject to Fayette County jail.

On September 8, Flatonia ISD celebrated "First Responder Recognition Night." Fire, EMS, and Police departments from the area were honored on the field before the Flatonia homecoming football game. Chief Lee Dick, Sergeant Trey Tunis, Investigator Geneva Titus, and Officer Taylor Amos attended to represent the Flatonia Police Department.

On September 12, 2023, Investigator Titus spoke at a Lions Club meeting regarding financial crime and local criminal trends.

On September 14, 2023, Officer Amos responded to a report of a pregnant female who was feeling ill and possibly suicidal at a convenience store. When Officer Amos arrived, the female advised she was suffering from emotional distress. Officer Amos spent time talking with the female until the situation was resolved and the female agreed to go to a medical center.

On September 14, a severe storm passed through Flatonia. Reported damage included power outages, blocked roadways and property damage. Sergeant Tunis, who was the on-duty officer at the time, Officer Amos, who stayed on after her regular shift, and Chief Dick who responded from his home, assisted the fire department, city crews, and others during the storm and throughout the night as residents began to assess and report damages and issues.

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

**Arrests and Pending Charges**

There was 1 (one) direct custody arrest for the month of September.

**Traffic Contacts:**

All Flatonia Police Officers, including command staff, have conducted traffic control throughout the city and specifically in the areas of town that 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 and Events:**

On September 13, Chief Dick attended an 8-hour Geriatric Education for EMS Course held at Fayette County EMS Headquarters. This course focuses on assessment and treatment of older patients and various special considerations when encountering older patients. Thank you to Cordial Emergency Medical Services LLC and Fayette County EMS for the opportunity to attend this course.

On September 18, 2023, Chief Dick completed an online course on 12-Lead EKG's and presentation of non-STEMI and STEMI myocardial infarctions as part of Paramedic recertification.

On September 19, Investigator Geneva Titus began receiving training in background investigations in accordance with TCOLE and department policies and procedures.

On September 25, 2023, Chief Dick participated in online training on Chronic Obstructive Pulmonary Disease as part of Paramedic recertification.

On September 26, 2023, Chief Dick completed online training related to electric and hybrid vehicle fires as part of continuing education for TCFP recertification.

<b>August</b>	
<b>Type</b>	<b>Number</b>
Agency Assist	8
Accidents	5
Animal Complaint	2
Citizen Assist	0
Civil Matter	4
Close Patrol	108
Funeral Escort	1
Ministerial Voucher	1
Motorist Assist	1
School Patrol/Security	101
Suspicious Person	2
Traffic Hazard	0
Transient Call	0
Walk In	3
Disturbance	3
Welfare Check	1
Traffic Stops	70
Incident Reports	11
Offense Reports	7
Follow Ups	5
Scam	0
Traffic Control	57
Training	4
Other	6
<b>Total</b>	<b>399</b>

# September 2023

9/1

- Hook up temporary electric service for new house on Walnut.
- Hook up new electric service on E. South Main.
- Work on 5<sup>th</sup> St.
- Work on N. Converse.
- Tighten secondary on line in Praha.
- Hi Ranger not operating properly.

9/4

- Sewer blockage in Hwy 90 between Elm & Pecan

9/5

- Take Hi Ranger to LCRA for repairs, brought home when finished.
- Sewer blockage in Hwy 90 between Elm & Pecan
- Online meeting with Langford & Assoc.
- Escort house move.

9/6

- Sewer blockage on 90 @ Elm.
- Repair water leak at Mill & 3<sup>rd</sup>.
- Clean up area where Grifaldo house stood.

9/7

- Meet with Befco about AC line replacement.
- TXDoT sidewalk crew hit water line @ Flatonia Wildcat, repaired.
- Work on 7<sup>th</sup> St, 95 to Market.
- Patching.

9/8

- Patching

9/11

- Working on drive @ Grifaldo place

9/12

- Work on park road through Grifaldo drive

9/13

- Park road
- Change meter size @ 7 acre for RR construction.

9/14

- Read meters.
- Storm blew in, worked all night clearing limbs from streets & electrical outages.

9/15

- Continue with storm repair.
- Read meters.
- Replace secondary on house on W 7<sup>th</sup> near Tom Green after hours.

9/16

- Limbs down on a power line on S Mill.
- Clear trees blocking W Old Spanish Trail.

9/18

- Repair water leak on Hackberry near 10<sup>th</sup>.
- Repair water leak on 5 Mile Creek Rd. near the creek
- Finish reading meters.

9/19

- Pulled aerator out of sewer plant, motor shorted.
- Pull pump out of lift station #6, unclog and reinstall.
- Cover water line @ 7 acre, reset valve stack.
- Disconnect electrical service @ residence on Penn @ 3<sup>rd</sup>. Service replacement.
- Repair 4 streetlights.
- Cut fallen tree off of secondary on Arnim Ln @ N Converse.
- Begin hauling trees to sewer plant.
- Foundation to 7-acre park restrooms poured today.

9/20

- Hook up new electric service on Penn @ 3<sup>rd</sup>.
- Take aerator motor to Electric Motor Service in LG.
- Put in meter pole for new residence on 95S.
- Put in meter pole for 7 acre park.
- Haul downed trees to sewer plant
- Picked up Altec @ LCRA (not repaired)



- Repair water leak on S. Converse near 6<sup>th</sup>

9/21

- Repair water leak on S. Mill.
- Take Altec to Houston Altec repair facility.
- Remove fallen tree from TXDoT Hwy 90 ROW
- Hook up repaired electric service on E 6<sup>th</sup> St.
- Hook up new electric service on Barium Ln.

9/22

- Replace culvert for a customer on N. Hudson.
- Replace water meter & valve on W 9<sup>th</sup> & Colorado.
- Repair downed primary neutral on FM 154
- Hook up new electric service on Hwy 90W.

9/24

- Call to check AC not working very well @ the Civic Center. Found bad compressor on 1 unit.
- Call to shut off water at residence on Hwy 90E @ Garbade Lane due to water leak.

9/25

- Limb pickup
- Cut tree hanging on cable & phone lines putting stress on adjoining poles.

9/26

- Limb pickup
- Meet with Synagro and Befco about sludge in pond #1
- Replace cut edge on maintainer.
- After hours call for power out near the school.

7/27

- Limb pickup
- Repair water leak on 11<sup>th</sup> St. near Market St.
- Cut limbs off secondary on Hwy 90 E.

9/28

- Limb pickup

9/29

- Power outage at the golf course
- Limb pickup.
- Trim limbs out of electric lines on Faires near Old Hallettsville.



## **CODE COMPLIANCE OFFICE**

Araceli Mancilla de Hernandez, Code Compliance Official  
125 E. South Main St.  
PO Box 329  
Flatonia, TX 78941

Phone: 361-865-3548  
Email: [code@ci.flatonia.tx.us](mailto:code@ci.flatonia.tx.us)

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To: Flatonia City Council  
From: Araceli Mancilla de Hernandez  
Subject: Monthly report  
Date: September 2023

### Compliance Report Summary

- 6 Citizen Concerns/Complaints
- 1 Field Investigation Spots

### Letters sent for:

- Tall grass/weeds – 4
- Trash/debris – 3
- Buildings/structures –
- Junk vehicles –
- 2<sup>nd</sup> notice –

### Phone calls made for:

- Trash/debris –

### In-person meetings:

- Trash/debris –

### Notes:

- Working with a business owner to clean up trash/debris around their property after several citizen complaints.

## City Manager's Report

**To:** Mayor Geesaman & City Council

**CC:** Staff

**From:** Sonya Bishop, City Manager

**Date:** 10/4/2023

**Re:** Monthly City Manager's Report

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Mayor and Council,

### 1. **Planning and Zoning:**

- a. Possibly approving a structure variance, subdivision ordinance street variance and a replat.

### 2. **Economic Development:**

- a. EDC voted to have lights installed at Memorial Park. Ginny Sears is working with Jack on this project.
- b. EDC has two BIP grant applications. One is processed with documentation, however the other was submitted with handwritten receipts signed by the business owner. Those receipts are not applicable to the grant.

### **Code Enforcement:**

- a. A report will be submitted.

### **Road Construction:**

- a. TxDOT continues to work on the sidewalk project. They will start Highway 90 sometime in April or May.
- b. Met with TxDot to discuss having a handicap accessible cross walk installed. They are going to work on the project. The challenge is the corner where the museum is. This will not be a fast project that can take 18 months or longer. Also, discussed the dangerous intersections, flooding, and sidewalks towards Amigos.

### **Utility Projects:**

- a. The GLO CDBG MIT SUP (22-119-001-D359 grant for the sewer is moving along and there is nothing new to report.

### **Parks and Pool:**

- a. The pool has been resurfaced.
- b. The restrooms at 7 Acre Park are in the process of being built.
- c. Jack received a bridge that he would be putting over the creek at the park. This was given to the city by the county.
- d. The Parks Committee President and I spoke about changing those meetings to quarterly.

**Administration:**

- a. There was significant damage during the storms, as you are all aware. A gentleman named Brad Baron was driving through Flatonia and saw the damage; he contacted me and asked if he could help by volunteering his equipment and workforce. I accepted his generous offer and compiled a list. He went to New Braunfels to get his gear and came out to help clean up private properties from the trees, etc. This man had no connections to Flatonia but saw needy folks and wanted to help. Having this man do so much for a community he doesn't live in was greatly appreciated.

**Financial Report:**

- a. The auditors are working on the 2020 budget and sadly we are running into worse problems with this audit than in 2019. We are going to do our best.

This concludes the City Manager Report for submission at the October 4, 2023, City Council meeting.



**Minutes  
Flatonia City Council**

**Public Hearing  
September 12, 2023 at 5 p.m.**

**PH9.1.2023.1**

Mayor Geesaman opened the public hearing at 5:02 p.m.

The proposed Fiscal Year 2023-2024 budget was discussed at a series of special budget meetings in August.

There was no citizen participation.

Mayor Geesaman closed the public hearing at 5:03 p.m.

# Regular Meeting

## September 12, 2023 at 6 p.m.

### Present:

Mayor	Dennis Geesaman
Mayor Pro Tem	Joanye Eversole
Councilmembers	Ginny Sears
	Allen Kocian
	Donna Cockrell
	Travis Seale
City Manager	Sonya Bishop
City Secretary	Jacqueline Ott
Police Chief	Lee Dick
Utilities Director	Jack Pavlas

### Opening Agenda

Call to Order Mayor Geesaman called the meeting to order at 6:01 p.m.  
Invocation & Pledge Councilman Kocian led the invocation and pledges.

### Citizen Participation

Dawn Wulf spoke as a parent requesting a designated drop-off zone at Clover Connection Daycare in the mornings.

### Reports

Police Chief	August Activity
Utility Director	August Report
	Councilman Seale commented on citizen complaints regarding the potholes in the parking lot near Josesito's restaurant. It was noted that potholes are a line item on the upcoming budget. Councilman Seale asked if TXDOT would consider adding sidewalks on the north side of I-10, and City Manager Bishop informed Council that the TXDOT representative said not at this time.
Code Enforcement	August Report
	Mayor Geesaman stated something must be done with the truck parking lot at Amigo's Travel Center. It was decided to escalate the process to fine the property owners due to the lack of action on previous clean-up requests.
City Manager	August Report

### Presentations

Erica Grimm with YOLOTX Statewide Travel TV Show presented to the Council, pitching a filmed advertisement for the City of Flatonia. They were attracted to Flatonia by the Czhlispiel but are open to recording other areas of the city.

Joseph Willrich and Bradley Loehr with Befco Engineering presented the tentative projects to be completed with the upcoming grant money. They also discussed other ongoing projects.

### **Consent Agenda**

- C1.** Councilman Seale motioned to approve the August 8, 2023, meeting minutes. Councilwoman Cockrell seconded the motion. None opposed. Motion carried.
- C2.** Councilman Seale motioned to approve the August 22, 2023, meeting minutes. Councilwoman Cockrell seconded the motion. None opposed. Motion carried.
- C3.** Councilman Seale made a motion to approve the financial statements for August 2023. Councilwoman Sears seconded the motion. None opposed. Motion carried.

### **Discussion Agenda**

- D1.** It was discussed to add designated parking for Clover Connection Daycare. Mayor Pro Tem Eversole suggested the surrounding business owners find a private solution. This will be added as a deliberation item on the agenda at the next regular meeting.
- D2.** It was discussed to fill the vacancy for the City of Flatonia representative on the Fayette County Appraisal District Board of Directors. City employees are not allowed to serve. This will be added as a deliberation item on a future agenda.
- D3.** It was discussed to have the Public Hearing to approve the Fiscal Year 2023-2024 tax rate on Thursday, September 21, 2023, at 5:00 p.m. The Special City Council meeting will take place immediately after at 5:15 p.m.

### **Deliberation Agenda**

- DA9.1.2023.1** Councilwoman Sears moved to approve Ordinance #2023.9.1. Mayor Pro Tem Eversole seconded the motion. None opposed. Motion carried.
- DA9.1.2023.2** Councilman Seale moved to approve using HOT funds to hire YOLOTX to create one 6-minute segment about the City of Flatonia and one 4-minute segment about Czhlispiel marketing video. Councilwoman Cockrell seconded the motion. None opposed. Motion carried.

### **Adjournment**

Councilman Kocian moved to end the meeting. Councilman Seale seconded the motion. None opposed. Motion carried. Mayor Geesaman adjourned the meeting at 7:43 p.m.



**Signed**

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Dennis Geesaman  
Mayor

**Attest**

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Jacqueline Ott  
City Secretary



## **Minutes Flatonia City Council**

### **Public Hearing September 21, 2023 at 5 p.m.**

#### **PH9.2.2023.1**

Mayor Geesaman opened the public hearing at 5:00 p.m.

The proposed Fiscal Year 2023-2024 tax rate was discussed at a series of special budget meetings in August.

There was no citizen participation.

Mayor Geesaman closed the public hearing at 5:01 p.m.

**Special City Council Meeting  
September 21, 2023 at 5:15 p.m.**

**Present:**

Mayor	Dennis Geesaman
Mayor Pro Tem	Joanye Eversole
Councilmembers	Ginny Sears
	Allen Kocian
	Donna Cockrell
	Travis Seale
City Manager	Sonya Bishop
City Secretary	Jacqueline Ott

**Opening Agenda**

Call to Order	Mayor Geesaman called the meeting to order at 5:15 p.m.
Invocation & Pledge	Councilman Kocian led the invocation and pledges.

**Deliberation Agenda**

<b>DA9.2.2023.1</b>	Councilwoman Cockrell moved to approve Ordinance #2023.9.2. Councilman Seale seconded the motion. None opposed. Motion carried.
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**Adjournment**

Councilman Seale moved to end the meeting. Councilman Kocian seconded the motion. None opposed. Motion carried. Mayor Geesaman adjourned the meeting at 5:30 p.m.

**Signed**

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Dennis Geesaman  
Mayor

**Attest**

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Jacqueline Ott  
City Secretary

# FINANCIAL

## Reports for September 2023

- ❖ Check Register
- ❖ Balance Sheets
- ❖ Financial Statement

# FINANCIAL

Reports for September 2023

❖ Check Register

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/14/2023	0.00		062013		0.00
C-CHECK	VOID CHECK	V	9/27/2023	0.00		062040		0.00
C-CHECK	VOID CHECK	V	9/27/2023	0.00		062041		0.00

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00

VOID CHECKS: 3 VOID DEBITS 0.00  
 VOID CREDITS 0.00

TOTAL ERRORS: 0

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
3	0.00	0.00	0.00

VENDOR SET: 01 BANK: \* TOTALS: 3

BANK: \* TOTALS: 3

VENDOR SET: 01 CITY OF FLATONIA  
 BANK: CTB Prosperity Bank  
 DATE RANGE: 9/01/2023 THRU 9/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01279	Global Payments Integrated - C							
I-MISC08/31/2023	Global Payments Integrated - C	D	9/05/2023	202.31		000650		
I-UT08/31/2023	Global Payments Integrated - C	D	9/05/2023	1,105.34		000650		1,307.65
00032	City of Flatonia							
I-09/08/23	BANK TRANSFER	R	9/08/2023	300,000.00		061397		300,000.00

\*\*\* T O T A L S \*\*\*  
 REGULAR CHECKS: 1 INVOICE AMOUNT 300,000.00 CHECK AMOUNT 300,000.00  
 HAND CHECKS: 0 0.00  
 DRAFTS: 1 1,307.65 1,307.65  
 EFT: 0 0.00  
 NON CHECKS: 0 0.00  
 VOID CHECKS: 0 VOID DEBITS 0.00  
 VOID CREDITS 0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: CTB TOTALS: INVOICE AMOUNT 301,307.65 CHECK AMOUNT 301,307.65  
 BANK: CTB TOTALS: 301,307.65

VENDOR SET: 01 CITY OF FLAONIA  
BANK: EDC F EDC FNB SHINER  
DATE RANGE: 9/01/2023 THRU 9/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01432	Lemon and Leaf Creative LLC. (	R	9/08/2023	1,010.42		001005		1,010.42
	Lemon and Leaf Creative LLC. (							
00885	Citibank							
I-147080	Citibank	R	9/27/2023	590.00		001006		
I-A41010	Citibank	R	9/27/2023	9.49		001006		599.49
01434	FAYCO SPORT & SPINE, PLLC	R	9/28/2023	10,000.00		001007		10,000.00

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
3	11,609.91	0.00	11,609.91
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00

TOTAL ERRORS: 0

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
3	11,609.91	0.00	11,609.91
3	11,609.91	0.00	11,609.91

BANK: EDC F TOTALS: 11,609.91



VENDOR SET: 01 CITY OF FLATONIA  
 BANK: FNB FLATONIA NATIONAL BANK  
 DATE RANGE: 9/01/2023 THRU 9/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00179	TEXAS SDU 001238162524.371	D	9/01/2023	402.46		000646		402.46
00026	Internal Revenue Service Withholding Tax	D	9/05/2023	2,823.84		000647		
	Social Security	D	9/05/2023	5,128.48		000647		
	Medicare	D	9/05/2023	1,199.42		000647		9,151.74
30345	AFLAC AFLAC	D	9/01/2023	445.84		000648		445.84
30796	LCRA - Electric Bill LCRA - Electric Bill	D	9/12/2023	225,018.58		000651	225,018.58	
30179	TEXAS SDU 001238162524.371	D	9/15/2023	402.46		000652		402.46
30026	Internal Revenue Service Withholding Tax	D	9/14/2023	2,881.60		000653		
	Social Security	D	9/14/2023	4,818.18		000653		
	Medicare	D	9/14/2023	1,126.86		000653		8,826.64
30026	Internal Revenue Service Withholding Tax	D	9/28/2023	3,058.39		000654		
	Social Security	D	9/28/2023	5,072.98		000654		
	Medicare	D	9/28/2023	1,186.50		000654		9,317.87
10024	Texas Municipal Retirement Retirement	D	9/28/2023	8,544.83		000655		
	Retirement	D	9/28/2023	8,041.17		000655		
	Retirement	D	9/28/2023	8,184.50		000655	24,770.50	
10043	Greenville Transformer Greenville Transformer	R	9/07/2023	1,258.00		061985		1,258.00
10050	Incode - Tyler Technologies Incode - Tyler Technologies	R	9/07/2023	275.63		061986		275.63
0101	Techline, Inc. Techline, Inc.	R	9/07/2023	2,498.62		061987		
	Techline, Inc.	R	9/07/2023	252.00		061987		2,750.62
0116	Unifirst Corporation Unifirst Corporation	R	9/07/2023	186.08		061988		186.08

VENDOR SET: 01 CITY OF FLATONIA  
 BANK: FNB FLATONIA NATIONAL BANK  
 DATE RANGE: 9/01/2023 THRU 9/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00118	USPS	R	9/07/2023	118.00		061989		118.00
	I-USPS 09/30/2023							
00158	Flatonia Electric Service	R	9/07/2023	15,877.80		061990		15,877.80
	I-08/29/2023							
00175	Gregory Robinson	R	9/07/2023	200.00		061991		200.00
	I-07/28/2023							
00194	James Teleco	R	9/07/2023	1,316.25		061992		1,316.25
	I-37999							
	James Teleco	R	9/07/2023	2,407.73		061992		2,407.73
	I-38143							
	James Teleco	R	9/07/2023	380.00		061992		380.00
	I-38146							
00321	Leonard Cox	R	9/07/2023	164.90		061993		164.90
	I-09/01/2023							
00502	Dollar General - Charged Sales	R	9/07/2023	21.25		061994		21.25
	I-1001260862							
	Dollar General - Charged Sales	R	9/07/2023	17.70		061994		17.70
	I-1001261405							
	Dollar General - Charged Sales	R	9/07/2023	16.50		061994		16.50
	I-1001262132							
	Dollar General - Charged Sales	R	9/07/2023	6.00		061994		6.00
	I-1001264348							
00597	Lillie A Vanicek	R	9/07/2023	200.00		061995		200.00
	I-09/2023							
00970	3L	R	9/07/2023	3,960.17		061996		3,960.17
	I-323561							
01000	DXI Industries, Inc	R	9/07/2023	357.31		061997		357.31
	I-055015658-23							
	DXI Industries, Inc	R	9/07/2023	357.31		061997		357.31
	I-055015659-23							
	DXI Industries, Inc	R	9/07/2023	531.97		061997		531.97
	I-055015660-23							
01129	Ferguson Enterprises, Inc	R	9/07/2023	172.14		061998		172.14
	I-9485394							
01157	Core & Main LP	R	9/07/2023	237.00		061999		237.00
	I-T423321							
	Core & Main LP	R	9/07/2023	1,651.05		061999		1,651.05
	I-T443178							
01192	Moy's Water Well Drilling & Se	R	9/07/2023	1,470.00		062000		1,470.00
	I-5881							
	Moy's Water Well Drilling & Se							

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01257	Schneider Engineering, LLC	R	9/07/2023	500.00		062001		500.00
	Schneider Engineering, LLC							
01307	Stearns Automotive & Hydraulic	R	9/07/2023	187.00		062002		187.00
	Stearns Automotive & Hydraulic							
01419	Teresa M. Olivares	R	9/07/2023	80.00		062003		80.00
	Teresa M. Olivares							
01430	LOUIS R ESTRADA	R	9/07/2023	1,150.00		062004		1,150.00
	LOUIS R ESTRADA							
00005	Aqua-Tech Laboratories	R	9/14/2023	1,081.00		062008		1,081.00
	Aqua-Tech Laboratories							
00007	BEFCO Engineering, Inc.	R	9/14/2023	6,300.00		062009		6,300.00
	BEFCO Engineering, Inc.							
00058	Langford Community Manage	R	9/14/2023	8,500.00		062010		8,500.00
	Langford Community Manage							
00071	Mica Lumber Co.	R	9/14/2023	72.97		062011		72.97
	Mica Lumber Co.							
00075	NAPA	R	9/14/2023	9.99		062012		9.99
	NAPA	R	9/14/2023	7.29		062012		7.29
	NAPA	R	9/14/2023	17.99		062012		17.99
	NAPA	R	9/14/2023	5.99		062012		5.99
	NAPA	R	9/14/2023	83.66		062012		83.66
	NAPA	R	9/14/2023	7.98		062012		7.98
	NAPA	R	9/14/2023	5.18		062012		5.18
	NAPA	R	9/14/2023	2.99		062012		2.99
	NAPA	R	9/14/2023	13.18		062012		13.18
	NAPA	R	9/14/2023	3.54		062012		3.54
	NAPA	R	9/14/2023	5.98		062012		5.98
	NAPA	R	9/14/2023	7.52		062012		7.52
	NAPA	R	9/14/2023	44.75		062012		44.75
	NAPA	R	9/14/2023	26.68		062012		26.68
	NAPA	R	9/14/2023	49.99		062012		49.99
	NAPA	R	9/14/2023	10.78		062012		10.78
	NAPA	R	9/14/2023	18.39		062012		18.39
	NAPA	R	9/14/2023	17.83		062012		17.83

339.71

VENDOR SET: 01 CITY OF FLATONIA  
 BANK: FNB FLATONIA NATIONAL BANK  
 DATE RANGE: 9/01/2023 THRU 9/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00105	Texas Disposal Systems	R	9/14/2023	632.14		062014		
	Texas Disposal Systems	R	9/14/2023	16,565.18		062014		
	TEXAS DISPOSAL	R	9/14/2023	18,011.92		062014		35,209.24
00116	Unifirst Corporation	R	9/14/2023	169.17		062015		169.17
00132	XEROX Corporation	R	9/14/2023	282.73		062016		
	XEROX Corporation	R	9/14/2023	207.23		062016		489.96
00310	DATAProse, LLC	R	9/14/2023	913.82		062017		913.82
00459	POWERPLAN	R	9/14/2023	2,321.20		062018		2,321.20
00616	Aqua Water Supply Corporation	R	9/14/2023	50.00		062019		50.00
00625	HACH	R	9/14/2023	508.00		062020		508.00
00734	Coldspring Granite Memorial Gr	R	9/14/2023	461.00		062021		461.00
00850	Cothron's Safe and Lock	R	9/14/2023	604.50		062022		604.50
01067	Texas Fleet Fuel	R	9/14/2023	1,464.08		062023		1,464.08
01192	Mey's Water Well Drilling & Se	R	9/14/2023	291.64		062024		291.64
01274	Granite Telecommunications, LL	R	9/14/2023	544.71		062025		544.71
01315	The Knight Law Firm LLP	R	9/14/2023	2,376.50		062026		2,376.50
01384	Hawkins, Inc.	R	9/14/2023	1,321.65		062027		
	Hawkins, Inc.	R	9/14/2023	3,423.00		062027		4,744.65

VENDOR SET: 01 CITY OF FLATONIA  
 BANK: FNB FLATONIA NATIONAL BANK  
 DATE RANGE: 9/01/2023 THRU 9/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01406	Victor Insurance Managers Victor Insurance Managers	R	9/14/2023	260.00		062028		260.00
00053	KBS Electric Dist. Inc. KBS Electric Dist. Inc.	R	9/21/2023	905.00		062029		905.00
00061	LCRA LCRA	R	9/21/2023	503.65		062030		503.65
00116	Unifirst Corporation Unifirst Corporation	R	9/21/2023	209.94		062031		209.94
00137	ATEF -VOIP ATEF -VOIP	R	9/21/2023	1,087.80		062032		1,087.80
00157	Texas Meter & Device Texas Meter & Device	R	9/21/2023	159.98		062033		159.98
00171	Texas Municipal Clerks Certifi Texas Municipal Clerks Certifi	R	9/21/2023	130.00		062034		130.00
00252	Texas Irrigation & Pipe, LLC Texas Irrigation & Pipe, LLC	R	9/21/2023	656.33		062035		656.33
00738	Mario Perales Mario Perales	R	9/21/2023	200.00		062036		200.00
01067	Texas Fleet Fuel Texas Fleet Fuel	R	9/21/2023	1,233.76		062037		1,233.76
01192	Moy's Water Well Drilling & Se Moy's Water Well Drilling & Se	R	9/21/2023	1,089.58		062038		1,089.58
00885	Citibank	R	9/27/2023	20.89CR		062039		
	Citibank	R	9/27/2023	10.30CR		062039		
	Citibank	R	9/27/2023	15.00CR		062039		
	Citibank	R	9/27/2023	20.91		062039		
	Citibank	R	9/27/2023	5.00		062039		
	Citibank	R	9/27/2023	38.75		062039		
	Citibank	R	9/27/2023	13.70		062039		
	Citibank	R	9/27/2023	94.68		062039		
	Citibank	R	9/27/2023	45.99		062039		
	Citibank	R	9/27/2023	17.60		062039		
	Citibank	R	9/27/2023	317.54		062039		
	Citibank	R	9/27/2023	102.25		062039		
	Citibank	R	9/27/2023	36.17		062039		
	Citibank	R	9/27/2023	46.41		062039		

VENDOR SET: 01 CITY OF FLATONIA  
 BANK: FNB FLATONIA NATIONAL BANK  
 DATE RANGE: 9/01/2023 THRU 9/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-4152258	Citibank	R	9/27/2023	187.76		062039		
I-4689039	Citibank	R	9/27/2023	64.99		062039		
I-4919449	Citibank	R	9/27/2023	58.11		062039		
I-5587448	Citibank	R	9/27/2023	37.90		062039		
I-67927547	Citibank	R	9/27/2023	76.75		062039		
I-7800257	Citibank	R	9/27/2023	37.71		062039		
I-7816256	Citibank	R	9/27/2023	474.29		062039		
I-ADOBE08/30/2023	Citibank	R	9/27/2023	21.64		062039		
I-ADOBE08/31/2023	Citibank	R	9/27/2023	25.97		062039		
I-CAFE08/03/2023	Citibank	R	9/27/2023	75.07		062039		
I-DISH08/15/2023	Citibank	R	9/27/2023	108.25		062039		
I-E01000BEM7	Citibank	R	9/27/2023	468.56		062039		
I-FIRST 08/14/2023	Citibank	R	9/27/2023	641.19		062039		
I-SAM08/05/2023	Citibank	R	9/27/2023	17.88		062039		
I-TCSQ08/30/2023	Citibank	R	9/27/2023	111.00		062039		
I-TRWA08/24/2023	Citibank	R	9/27/2023	125.00		062039		3,224.88
00022	TML Health Benefits Pool	R	9/28/2023	17,147.10		062050		17,147.10
00116	Unifirst Corporation	R	9/28/2023	169.17		062051		169.17
00158	Flatonia Electric Service	R	9/28/2023	15,752.93		062052		15,752.93
00194	James Teleco	R	9/28/2023	150.00		062053		150.00
00308	Pumps of Houston	R	9/28/2023	6,195.00		062054		6,195.00
00411	Fagan Answering Service & Tele	R	9/28/2023	136.24		062055		136.24
00753	Steffek Interests, Inc	R	9/28/2023	1,149.73		062056		1,149.73
01067	Texas Fleet Fuel	R	9/28/2023	1,249.49		062057		1,249.49
01087	AT&T Mobility-FN	R	9/28/2023	2,326.78		062058		2,326.78

VENDOR SET: 01 CITY OF FLATONIA  
 BANK: FNB FLATONIA NATIONAL BANK  
 DATE RANGE: 9/01/2023 THRU 9/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01196	Steve's Station	R	9/28/2023	25.00		062059		25.00
I-3043	Steve's Station							
01219	Midtex Materials LLC	R	9/28/2023	3,166.55		062060		3,166.55
I-30061	Midtex Materials LLC							
01307	Stearns Automotive & Hydraulic	R	9/28/2023	105.44		062061		
I-27499	Stearns Automotive & Hydraulic							
I-27572	Stearns Automotive & Hydraulic	R	9/28/2023	130.44		062061		
I-27606	Stearns Automotive & Hydraulic	R	9/28/2023	446.44		062061		
I-27744	Stearns Automotive & Hydraulic	R	9/28/2023	595.50		062061		
I-27756	Stearns Automotive & Hydraulic	R	9/28/2023	80.50		062061		1,358.32

\* \* T O T A L S \* \*  
 REGULAR CHECKS: NO 63 INVOICE AMOUNT 160,779.79 CHECK AMOUNT 160,779.79  
 HAND CHECKS: 0 0.00 DISCOUNTS 0.00  
 DRAFTS: 8 278,336.09 CHECK AMOUNT 278,336.09  
 EFT: 0 0.00  
 NON CHECKS: 0 0.00  
 VOID CHECKS: 0 VOID DEBITS 0.00  
 VOID CREDITS 0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: FNB TOTALS: INVOICE AMOUNT 439,115.88 CHECK AMOUNT 439,115.88  
 BANK: FNB TOTALS: 71 DISCOUNTS 0.00 0.00 439,115.88

VENDOR SET: 01 CITY OF FLATONIA  
 BANK: HOTEL HOTEL OCCUPANCY TAX  
 DATE RANGE: 9/01/2023 THRU 9/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01329	Sign Ad							
I-291291	Sign Ad	R	9/07/2023	640.00		001308		640.00
01329	Sign Ad							
I-291784	Sign Ad	R	9/21/2023	450.00		001309		450.00
01433	QUARTER MOON PRODUCTIONS, LLC							
I-YOLO09/18/2023	QUARTER MOON PRODUCTIONS, LLC	R	9/21/2023	10,500.00		001310		10,500.00
01169	City of Flatonia - Hotel Occup							
I-09/26/2023	City of Flatonia - Hotel Occup	R	9/28/2023	3,000.00		001311		3,000.00

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
4	14,590.00	0.00	14,590.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0 VOID DEBITS	0.00		
VOID CREDITS	0.00		
<b>TOTALS:</b>	<b>14,590.00</b>	<b>0.00</b>	<b>14,590.00</b>

TOTAL ERRORS: 0

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
4	14,590.00	0.00	14,590.00
4	14,590.00	0.00	14,590.00
80	766,623.44	0.00	766,623.44
<b>TOTALS:</b>	<b>766,623.44</b>	<b>0.00</b>	<b>766,623.44</b>



SELECTION CRITERIA

VENDOR SET: \* - ALL  
VENDOR: ALL  
BANK CODES: ALL  
FUNDS: ALL

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
DATE RANGE: 9/01/2023 THRU 9/30/2023  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO  
UNPOSTED ONLY: NO  
EXCLUDE UNPOSTED: NO  
MANUAL ONLY: NO  
STUB COMMENTS: NO  
REPORT FOOTER: NO  
CHECK STATUS: NO  
PRINT STATUS: \* - ALL

# FINANCIAL

Reports for September 2023

❖ Balance Sheets

BALANCE SHEET  
AS OF: SEPTEMBER 30TH, 2023

10 -General

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
10-1008	POOLED CASH CORRECTIONS	( 2,351.66)
10-1010	Claim to Master Cash	( 659,429.62)
10-1020	Petty Cash	70.00
10-1030	Cash on Hand	50.00
10-1040	Police Petty Cash	170.00
10-1050	Money Market Account-7190/4983	124,555.30
10-1055	TaxPool	384,185.42
10-1080	Drug Forfeiture-4892	89.14
10-1120	Taxes Receivable - Delinquent	22,519.67
10-1199	Allowance for Bad Debt	( 2,682.86)
10-1200	Accounts Receivable	43,120.29
10-1201	AMP Receivable	( 120.64)
10-1205	Other Revenue	49,080.00
10-1235	Sales Tax Receivable	20,203.86
10-1236	AR Mixed Beverage Tax	847.39
10-1240	Unbilled Receivables	19,076.20
10-1300	Bonds Escrow - Municipal Court	( 11,941.10)
10-1550	Prepaid Expenses	6,129.81
		<u>( 6,428.80)</u>

**TOTAL ASSETS** ( 6,428.80)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>LIABILITIES</b>		
10-2001	Due to Economic Development	8,885.11
10-2002	OPTADD	( 0.16)
10-2003	TML-IEEP Liability	( 1,386.31)
10-2004	Flexible Spending - Health	( 1,622.36)
10-2006	Vision Insurance	( 82.72)
10-2007	TML Voluntary Life Insurance	( 57.72)
10-2008	Liberty National	( 1,036.43)
10-2009	Medicare	( 868.98)
10-2010	Withholding Tax	( 4,563.50)
10-2011	Social Security	( 7,460.44)
10-2012	Retirement	5,270.72
10-2015	Health Insurance	( 1,480.86)
10-2016	Family Dental Insurance	( 37.46)
10-2017	AFLAC	( 2,042.71)
10-2020	Accounts Payable	477.54
10-2022	A/P Auditor	100,119.85
10-2029	BLUE SANTA DONATIONS	100.00
10-2030	Unclaimed Property	1,405.10
10-2040	Sales Tax	35,087.51
10-2050	AMP RESERVE	( 101.48)
10-2080	UNEARNED GRANT REV	2,027.30
10-2260	Customer Deposit Refund	1,753.29
10-2310	Municipal Court Collection Fee	869.10
10-2315	State Court Costs	4,406.19
10-2320	Due to EOT Fund	15,709.89

AS OF: SEPTEMBER 30TH, 2023

10 -General

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
10-2358	Due to Sewer Fund	168,200.54
	<b>TOTAL LIABILITIES</b>	<b>323,571.01</b>
<b>EQUITY</b>		
10-2470	Reserve for Delinquent Taxes	22,519.67
10-2710	Fund Balance	939,876.89
10-2720	Retained Earnings Designated	73,375.09
10-2990	Balance Sheet Profit/Loss	( 1,466,869.86)
	<b>TOTAL BEGINNING EQUITY</b>	<b>( 431,098.21)</b>
	<b>TOTAL REVENUE</b>	<b>2,030,392.09</b>
	<b>TOTAL EXPENSES</b>	<b>1,929,293.69</b>
	<b>TOTAL REVENUE OVER/(UNDER) EXPENSES</b>	<b>101,098.40</b>
	<b>TOTAL EQUITY &amp; REV. OVER/(UNDER) EXP.</b>	<b>( 329,999.81)</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; REV. OVER/(UNDER) EXP.</b>	<b>( 6,428.80)</b>

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2023

57 -Water

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
57-1010	Claim to Master Cash	204,196.85
57-1199	Allowance for Bad Debt	( 4,060.42)
57-1200	Accounts Receivable	58,304.64
57-1240	Unbilled Receivables	18,892.35
57-1301	Deferred Pension Contributions	19,388.00
57-1305	Net Pension - Investment Inv	9,816.00
57-1306	Net Pension - Amortization Exp	( 34,390.00)
57-1310	Net Pension - Actual Experienc	( 39,965.00)
57-1311	Net Pension Amortization Actua	40,174.00
57-1315	Net Pension Assumption Change	2,699.00
57-1316	Net Pension Amortization Asset	( 4,956.00)
57-1330	Deferred OPEB Contributions	231.00
57-1331	OPEB - Actual Exp vs Assump	( 659.00)
57-1332	OPEB Amort of Actual Exp	192.00
57-1333	OPEB - Assumption Changes	1,569.00
57-1334	OPEB - Amortization of Aseump	( 420.00)
57-1550	Prepaid Expenses	607.17
57-1610	Water System	2,456,072.66
57-1650	Trucks and Equipment	252,854.67
57-1660	Buildings and Equipment	82,176.73
57-1680	Land	6,034.08
57-1690	Allowance for Depreciation	( 731,973.20)
57-1800	AR Employee Computer Purchase	( 179.69)
		<u>2,336,604.84</u>
	<b>TOTAL ASSETS</b>	<b>2,336,604.84</b>
<b>LIABILITIES</b>		
57-2002	OPTADD	( 0.53)
57-2003	TML-IEBP Liability	2,539.41
57-2004	Flexible Spending - Health	( 1,145.90)
57-2005	Dependent Life & ADED	( 2.76)
57-2006	Vision Insurance	( 61.78)
57-2007	Voluntary Life Insurance	( 88.67)
57-2008	Liberty National	109.89
57-2009	Medicare	( 62.74)
57-2010	Witholding Tax	( 55.27)
57-2011	Social Security	( 268.32)
57-2012	Retirement	1,422.14
57-2014	Child Support	402.46
57-2016	Family Dental Insurance	( 330.82)
57-2017	aflac	( 9.78)
57-2020	Accounts Payable	( 4,493.81)
57-2022	A/P Auditor	22,665.74
57-2030	Unclaimed Property	1,564.05
57-2190	Net Pension Liability	57,985.00
57-2191	Net OPEB Liability	8,239.00
57-2250	Customer Deposit	19,555.00

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2023

57 -Water

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
57-2260	Customer Deposit Refund	440.00
57-2330	Bonds Payable - 2006 series	155,000.00
57-2340	Note Payable	46,975.92
57-2345	Note Payable - Current	18,846.33
57-2346	LONG/SHORT	36.19
	<b>TOTAL LIABILITIES</b>	<u>329,260.75</u>
<b>EQUITY</b>		
57-2460	Reserve for Pension	( 73,329.00)
57-2461	Reserve for OPEB	( 8,330.00)
57-2720	Retained Earnings Designated	( 89,694.58)
57-2810	Inventory Reserve	2,142.19
57-2990	Balance Sheet Profit/Loss	2,118,931.90
	<b>TOTAL BEGINNING EQUITY</b>	<u>1,949,720.51</u>
	<b>TOTAL REVENUE</b>	493,929.46
	<b>TOTAL EXPENSES</b>	436,305.88
	<b>TOTAL REVENUE OVER/(UNDER) EXPENSES</b>	<u>57,623.58</u>
	<b>TOTAL EQUITY &amp; REV. OVER/(UNDER) EXP.</b>	<u>2,007,344.09</u>
	<b>TOTAL LIABILITIES, EQUITY &amp; REV.OVER/(UNDER) EXP.</b>	<u>2,336,604.84</u>

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2023

58 -Wastewater

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
58-1010	Claim to Master Cash	241,199.96
58-1199	Allowance for Bad Debt	( 1,668.38)
58-1200	Accounts Receivable	26,462.42
58-1225	Sewer Non Current rec	2.00
58-1235	Due from General Fund	84,100.27
58-1240	Unbilled Receivables	10,449.30
58-1410	Inventory of Supplies	0.34
58-1550	Prepaid Expenses	1,433.56
58-1620	Wastewater System	1,623,876.48
58-1650	Trucks and Equipment	24,927.09
58-1660	Buildings and Equipment	194,481.81
58-1680	Land	2,875.00
58-1690	Allowance for Depreciation	( 617,788.28)
58-1700	CIP-CDBG Grant 729241	77,790.74
		<u>1,668,142.31</u>
	<b>TOTAL ASSETS</b>	<u><b>1,668,142.31</b></u>
<b>LIABILITIES</b>		
58-2022	A/P Auditor	7,393.78
	<b>TOTAL LIABILITIES</b>	<u><b>7,393.78</b></u>
<b>EQUITY</b>		
58-2720	Retained Earnings Designated	514,762.44
58-2800	Invest in Gen Fixed Assets	639,688.92
58-2810	Inventory Reserve	2,551.34
58-2990	Balance Sheet Profit/Loss	352,902.26
	<b>TOTAL BEGINNING EQUITY</b>	<u><b>1,509,904.96</b></u>
	<b>TOTAL REVENUE</b>	285,881.99
	<b>TOTAL EXPENSES</b>	<u>135,038.42</u>
	<b>TOTAL REVENUE OVER/(UNDER) EXPENSES</b>	<u>150,843.57</u>
	<b>TOTAL EQUITY &amp; REV. OVER/(UNDER) EXP.</b>	<u><b>1,660,748.53</b></u>
	<b>TOTAL LIABILITIES, EQUITY &amp; REV.OVER/(UNDER) EXP.</b>	<u><u><b>1,668,142.31</b></u></u>

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2023

59 -Electric

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
59-1010	Claim to Master Cash	625,981.56
59-1199	Allowance for Bad Debt	( 8,171.11)
59-1200	Accounts Receivable	364,241.82
59-1240	Unbilled Receivables	44,373.23
59-1301	Deferred Pension Contributions	30,294.00
59-1305	Net Pension - Investment Inv	15,337.00
59-1306	Net Pension - Amortization Exp	( 53,734.00)
59-1310	Net Pension - Actula Experienc	( 62,446.00)
59-1311	Net Pension Amortization Actua	62,772.00
59-1315	Net Pension Assumption Change	4,217.00
59-1316	Net Pension Amortization Asset	( 7,743.00)
59-1330	Deffered OPEB Contributions	361.00
59-1331	OPEB Actual Exp vs Assum	( 1,031.00)
59-1332	OPEB Amort of Actual Expense	300.00
59-1333	OPEB - Assumption Changes	2,451.00
59-1334	OPEB - Amoritization of Assumpti	( 657.00)
59-1410	Inventory of Supplies	73,176.00
59-1550	Prepaid Expenses	14,035.52
59-1600	Electric System	1,536,449.40
59-1650	Trucks and Equipment	612,974.76
59-1660	Buildings and Equipment	152,045.86
59-1670	Construction	6,687.49
59-1680	Land	2,875.00
59-1690	Allowance for Depreciation	( 1,457,570.95)
		<u>1,957,219.58</u>

1,957,219.58

**TOTAL ASSETS**

**LIABILITIES**

59-2002	OPTADD	( 3.12)
59-2003	TML-IEBP Liability	8,284.48
59-2004	Flexible Spending Health	2.29
59-2005	Dependent Life	( 2.76)
59-2006	Vision Insurance	( 26.71)
59-2007	Voluntary Life Insurance	36.70
59-2008	Liberty National	572.96
59-2009	Medicare	( 7,657.42)
59-2010	Withholding Tax	872.87
59-2012	Retirement	2,303.92
59-2015	Health Insurance	408.48
59-2016	Family Dental Insurance	( 62.81)
59-2017	AFLAC	808.80
59-2020	Accounts Payable	623.85
59-2022	AP Auditor	26,892.28
59-2030	Unclaimed Property	2,265.52
59-2040	Sales Tax	65,948.60
59-2110	Electric Line Rebate	5,345.86
59-2190	Net Pension Liability	90,602.00



BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2023

59 -Electric

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
59-2191	Net OPEB Liability	12,359.00
59-2250	Customer Deposit	108,295.71
	<b>TOTAL LIABILITIES</b>	<b>317,870.50</b>
<b>EQUITY</b>		
59-2460	Reserve for Pension	( 109,995.00)
59-2461	Reserve for OPEB	( 12,498.00)
59-2720	Retained Earnings Designated	235,914.87
59-2810	Inventory Reserve	59,508.50
59-2990	Balance Sheet Profit/Loss	1,793,322.79
	<b>TOTAL BEGINNING EQUITY</b>	<b>1,966,253.16</b>
	<b>TOTAL REVENUE</b>	<b>3,229,733.47</b>
	<b>TOTAL EXPENSES</b>	<b>3,556,637.55</b>
	<b>TOTAL REVENUE OVER/(UNDER) EXPENSES</b>	<b>( 326,904.08)</b>
	<b>TOTAL EQUITY &amp; REV. OVER/(UNDER) EXP.</b>	<b>1,639,349.08</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; REV.OVER/(UNDER) EXP.</b>	<b>1,957,219.58</b>

# FINANCIAL

Reports for September 2023

❖ Financial Statement

YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2023

10 - General

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
10-1008	POOLED CASH CORRECTIONS	( 2,351.66)	0.00	0.00	( 2,351.66)
10-1010	Claim to Master Cash	( 698,709.94)	( 84,476.83)	39,280.32	( 659,429.62)
10-1020	Petty Cash	70.00	0.00	0.00	70.00
10-1030	Cash on Hand	50.00	0.00	0.00	50.00
10-1040	Police Petty Cash	100.00	0.00	70.00	170.00
10-1050	Money Market Account-7190/4983	122,686.61	0.00	1,868.69	124,555.30
10-1055	TexPool	368,775.15	0.00	15,410.27	384,185.42
10-1080	Drug Forfeiture-4892	89.12	0.00	0.02	89.14
10-1120	Taxes Receivable - Delinquent	22,519.67	0.00	0.00	22,519.67
10-1199	Allowance for Bad Debt	( 2,682.86)	0.00	0.00	( 2,682.86)
10-1200	Accounts Receivable	41,726.98	597.18	1,393.31	43,120.29
10-1201	AMP Receivable	( 323.39)	( 304.76)	202.75	( 120.64)
10-1205	Other Revenue	49,080.00	0.00	0.00	49,080.00
10-1235	Sales Tax Receivable	20,203.86	0.00	0.00	20,203.86
10-1236	AR Mixed Beverage Tax	847.39	0.00	0.00	847.39
10-1240	Unbilled Receivables	19,076.20	0.00	0.00	19,076.20
10-1300	Bonds Escrow - Municipal Court	( 9,936.10)	( 10.00)	2,005.00	( 11,941.10)
10-1550	Prepaid Expenses	6,129.81	0.00	0.00	6,129.81
<b>TOTAL ASSETS</b>		<b>( 62,649.16)</b>	<b>( 84,194.41)</b>	<b>56,220.36</b>	<b>( 6,428.80)</b>

<b>LIABILITIES</b>					
10-2001	Due to Economic Development	8,885.11	0.00	0.00	8,885.11
10-2002	OPTADD	0.00	( 0.16)	( 0.16)	( 0.16)
10-2003	TML-IEBP Liability	( 1,817.18)	22.24	430.87	( 1,386.31)
10-2004	Flexible Spending - Health	1,828.87	200.05	3,451.23	1,622.36
10-2006	Vision Insurance	0.00	( 82.72)	( 82.72)	( 82.72)
10-2007	TML Voluntary Life Insurance	0.00	( 57.72)	( 57.72)	( 57.72)
10-2008	Liberty National	223.95	257.22	1,260.38	1,036.43
10-2009	Medicare	( 720.76)	0.00	( 148.22)	( 868.98)
10-2010	Withholding Tax	( 3,191.14)	0.00	( 1,372.36)	( 4,563.50)
10-2011	Social Security	( 3,089.14)	0.00	( 4,371.30)	( 7,460.44)
10-2012	Retirement	5,270.75	0.00	( 0.03)	5,270.72
10-2015	Health Insurance	0.00	( 1,480.86)	( 1,480.86)	( 1,480.86)
10-2016	Family Dental Insurance	0.00	( 37.46)	( 37.46)	( 37.46)
10-2017	AFLAC	( 560.47)	( 40.37)	( 1,482.24)	( 2,042.71)
10-2020	Accounts Payable	49,408.87	( 64,252.63)	48,931.33	477.54
10-2022	A/P Auditor	100,119.85	0.00	0.00	100,119.85
10-2029	BLUE SANTA DONATIONS	100.00	0.00	0.00	100.00
10-2030	Unclaimed Property	1,405.10	0.00	0.00	1,405.10
10-2040	Sales Tax	17,888.98	3,035.62	17,198.53	35,087.51
10-2050	AMP RESERVE	( 304.23)	( 304.76)	202.75	( 101.48)
10-2080	UNEARNED GRANT REV	2,027.30	0.00	0.00	2,027.30
10-2260	Customer Deposit Refund	1,787.47	( 34.18)	( 34.18)	1,753.29
10-2310	Municipal Court Collection Fee	869.10	0.00	0.00	869.10
10-2315	State Court Costs	4,406.19	0.00	0.00	4,406.19
10-2320	Due to HOT Fund	15,709.89	0.00	0.00	15,709.89
10-2358	Due to Sewer Fund	168,200.54	0.00	0.00	168,200.54
<b>TOTAL LIABILITIES</b>		<b>368,449.05</b>	<b>( 62,775.73)</b>	<b>( 44,878.04)</b>	<b>323,571.01</b>

YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2023

10 -General

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>FUND EQUITY</b>					
10-2470	Reserve for Delinquent Taxes	22,519.67	0.00	0.00	22,519.67
10-2710	Fund Balance	939,876.89	0.00	0.00	939,876.89
10-2720	Retained Earnings Designated	73,375.09	0.00	0.00	73,375.09
10-2990	Balance Sheet Profit/Loss	( 1,466,869.86)	0.00	0.00	( 1,466,869.86)
	<b>TOTAL BEGINNING EQUITY</b>	<b>( 431,098.21)</b>	<b>0.00</b>	<b>0.00</b>	<b>( 431,098.21)</b>
	<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>65,147.24</b>	<b>2,030,392.09</b>	<b>2,030,392.09</b>
	<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>86,565.92</b>	<b>1,929,293.69</b>	<b>1,929,293.69</b>
	<b>INCREASE/ (DECREASE) IN FUND BAL.</b>	<b>0.00</b>	<b>( 21,418.68)</b>	<b>101,098.40</b>	<b>101,098.40</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; FUND BAL. (</b>	<b>62,649.16)</b>	<b>( 84,194.41)</b>	<b>56,220.36</b>	<b>( 6,428.80)</b>

CITY OF FLATONIA  
 YEAR TO DATE BALANCE SHEET (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2023

57 -Water

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
57-1010	Claim to Master Cash	223,507.24	7,235.97	( 19,310.39)	204,196.85
57-1199	Allowance for Bad Debt	( 4,060.42)	0.00	0.00	( 4,060.42)
57-1200	Accounts Receivable	36,081.38	( 949.88)	22,223.26	58,304.64
57-1240	Unbilled Receivables	18,892.35	0.00	0.00	18,892.35
57-1301	Deferred Pension Contributions	19,388.00	0.00	0.00	19,388.00
57-1305	Net Pension - Investment Exp	9,816.00	0.00	0.00	9,816.00
57-1306	Net Pension - Amortization Inv	( 34,390.00)	0.00	0.00	( 34,390.00)
57-1310	Net Pension - Actual Experienc	( 39,965.00)	0.00	0.00	( 39,965.00)
57-1311	Net Pension Amortization Actua	40,174.00	0.00	0.00	40,174.00
57-1315	Net Pension Assumption Change	2,699.00	0.00	0.00	2,699.00
57-1316	Net Pension Amortization Asset	( 4,956.00)	0.00	0.00	( 4,956.00)
57-1330	Deferred OPEB Contributions	231.00	0.00	0.00	231.00
57-1331	OPEB - Actual Exp vs Assump	( 659.00)	0.00	0.00	( 659.00)
57-1332	OPEB Amort of Actual Exp	192.00	0.00	0.00	192.00
57-1333	OPEB - Assumption Changes	1,569.00	0.00	0.00	1,569.00
57-1334	OPEB - Amortization of Assump	( 420.00)	0.00	0.00	( 420.00)
57-1550	Prepaid Expenses	607.17	0.00	0.00	607.17
57-1610	Water System	2,456,072.66	0.00	0.00	2,456,072.66
57-1650	Trucks and Equipment	252,854.67	0.00	0.00	252,854.67
57-1660	Buildings and Equipment	82,176.73	0.00	0.00	82,176.73
57-1680	Land	6,034.08	0.00	0.00	6,034.08
57-1690	Allowance for Depreciation	( 731,973.20)	0.00	0.00	( 731,973.20)
57-1800	AR Employee Computer Purchase	( 179.69)	0.00	0.00	( 179.69)
	<b>TOTAL ASSETS</b>	<b>2,333,691.97</b>	<b>6,286.09</b>	<b>2,912.87</b>	<b>2,336,604.84</b>
<b>LIABILITIES</b>					
57-2002	OPTADD	0.00	( 0.53)	( 0.53)	( 0.53)
57-2003	TM-IEBP Liability	3,413.06	( 22.20)	( 873.65)	2,539.41
57-2004	Flexible Spending - Health	0.00	( 98.66)	( 1,145.90)	( 1,145.90)
57-2005	Dependent Life & AD&D	0.00	( 2.76)	( 2.76)	( 2.76)
57-2006	Vision Insurance	0.00	( 61.78)	( 61.78)	( 61.78)
57-2007	Voluntary Life Insurance	0.00	( 88.67)	( 88.67)	( 88.67)
57-2008	Liberty National	142.21	0.00	( 32.32)	109.89
57-2009	Medicare	( 82.62)	0.00	( 19.88)	( 102.50)
57-2010	Withholding Tax	( 457.67)	0.00	( 402.40)	( 860.07)
57-2011	Social Security	( 353.27)	0.00	( 84.95)	( 438.22)
57-2012	Retirement	1,422.14	0.00	0.00	1,422.14
57-2014	Child Support	0.00	402.46	0.00	402.46
57-2016	Family Dental Insurance	0.00	( 330.82)	( 330.82)	( 330.82)
57-2017	afiac	927.56	48.12	( 937.34)	0.00
57-2020	Accounts Payable	19,144.24	( 18,555.48)	( 23,638.05)	( 2,953.29)
57-2022	A/P Auditor	22,665.74	0.00	0.00	22,665.74
57-2030	Unclaimed Property	1,564.05	0.00	0.00	1,564.05
57-2190	Net Pension Liability	57,985.00	0.00	0.00	57,985.00
57-2191	Net OPEB Liability	8,239.00	0.00	0.00	8,239.00
57-2250	Customer Deposit	18,055.00	50.00	1,500.00	19,555.00
57-2260	Customer Deposit Refund	440.00	0.00	0.00	440.00

YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2023

57 -Water

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
57-2268	Bonds Payable Current Portion	30,000.00	0.00	( 30,000.00)	0.00
57-2330	Bonds Payable - 2006 series	155,000.00	0.00	0.00	155,000.00
57-2340	Note Payable	46,975.92	0.00	0.00	46,975.92
57-2345	Note Payable - Current	18,846.33	0.00	0.00	18,846.33
57-2346	LONG/SHORT	44.77	0.00	( 8.58)	36.19
	<b>TOTAL LIABILITIES</b>	<b>383,971.46</b>	<b>( 18,660.32)</b>	<b>( 54,710.71)</b>	<b>329,260.75</b>
<b>FUND EQUITY</b>					
57-2460	Reserve for Pension	( 73,329.00)	0.00	0.00	( 73,329.00)
57-2461	Reserve for OPEB	( 8,330.00)	0.00	0.00	( 8,330.00)
57-2720	Retained Earnings Designated	( 89,694.58)	0.00	0.00	( 89,694.58)
57-2810	Inventory Reserve	2,142.19	0.00	0.00	2,142.19
57-2990	Balance Sheet Profit/Loss	2,118,931.90	0.00	0.00	2,118,931.90
	<b>TOTAL BEGINNING EQUITY</b>	<b>1,949,720.51</b>	<b>0.00</b>	<b>0.00</b>	<b>1,949,720.51</b>
	<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>59,820.19</b>	<b>493,929.46</b>	<b>493,929.46</b>
	<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>34,873.78</b>	<b>436,305.88</b>	<b>436,305.88</b>
	<b>INCREASE/ (DECREASE) IN FUND BAL.</b>	<b>0.00</b>	<b>24,946.41</b>	<b>57,623.58</b>	<b>57,623.58</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; FUND BAL.</b>	<b>2,333,691.97</b>	<b>6,286.09</b>	<b>2,912.87</b>	<b>2,336,604.84</b>

YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2023

58 -Wastewater

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
58-1010	Claim to Master Cash	95,141.16 (	6,470.88)	146,058.80	241,199.96
58-1199	Allowance for Bad Debt	( 1,668.38)	0.00	0.00 (	1,668.38)
58-1200	Accounts Receivable	21,755.63	1,313.34	4,706.79	26,462.42
58-1225	Sewer Non Current rec	2.00	0.00	0.00	2.00
58-1235	Due from General Fund	84,100.27	0.00	0.00	84,100.27
58-1240	Unbilled Receivables	10,449.30	0.00	0.00	10,449.30
58-1410	Inventory of Supplies	0.34	0.00	0.00	0.34
58-1550	Prepaid Expenses	1,433.56	0.00	0.00	1,433.56
58-1620	Wastewater System	1,623,876.48	0.00	0.00	1,623,876.48
58-1650	Trucks and Equipment	24,927.09	0.00	0.00	24,927.09
58-1660	Buildings and Equipment	194,481.81	0.00	0.00	194,481.81
58-1680	Land	2,875.00	0.00	0.00	2,875.00
58-1690	Allowance for Depreciation	( 617,788.28)	0.00	0.00 (	617,788.28)
58-1700	CIP-CDBG Grant 729241	77,790.74	0.00	0.00	77,790.74
	<b>TOTAL ASSETS</b>	<b>1,517,376.72 (</b>	<b>5,157.54)</b>	<b>150,765.59</b>	<b>1,668,142.31</b>
<b>LIABILITIES</b>					
58-2020	Accounts Payable	77.98 (	14,000.87)	77.98)	0.00
58-2022	A/P Auditor	7,393.78	0.00	0.00	7,393.78
	<b>TOTAL LIABILITIES</b>	<b>7,471.76 (</b>	<b>14,000.87)</b>	<b>77.98)</b>	<b>7,393.78</b>
<b>FUND EQUITY</b>					
58-2720	Retained Earnings Designated	514,762.44	0.00	0.00	514,762.44
58-2800	Invest in Gen Fixed Assets	639,688.92	0.00	0.00	639,688.92
58-2810	Inventory Reserve	2,551.34	0.00	0.00	2,551.34
58-2990	Balance Sheet Profit/Loss	352,902.26	0.00	0.00	352,902.26
	<b>TOTAL BEGINNING EQUITY</b>	<b>1,509,904.96</b>	<b>0.00</b>	<b>0.00</b>	<b>1,509,904.96</b>
	<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>24,152.42</b>	<b>285,881.99</b>	<b>285,881.99</b>
	<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>15,309.09</b>	<b>135,038.42</b>	<b>135,038.42</b>
	<b>INCREASE/ (DECREASE) IN FUND BAL.</b>	<b>0.00</b>	<b>8,843.33</b>	<b>150,843.57</b>	<b>150,843.57</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; FUND BAL.</b>	<b>1,517,376.72 (</b>	<b>5,157.54)</b>	<b>150,765.59</b>	<b>1,668,142.31</b>

CITY OF FLATONIA  
 YEAR TO DATE BALANCE SHEET (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2023

59 -Electric

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
59-1010	Claim to Master Cash	985,792.27	80,298.73	( 359,810.71)	625,981.56
59-1199	Allowance for Bad Debt	( 8,171.11)	0.00	0.00	( 8,171.11)
59-1200	Accounts Receivable	289,316.58	9,997.52	74,925.24	364,241.82
59-1240	Unbilled Receivables	44,373.23	0.00	0.00	44,373.23
59-1301	Deferred Pension Contributions	30,294.00	0.00	0.00	30,294.00
59-1305	Net Pension - Investment Exp	15,337.00	0.00	0.00	15,337.00
59-1306	Net pension - Amortization Inv	( 53,734.00)	0.00	0.00	( 53,734.00)
59-1310	Net Pension - Actula Experienc	( 62,446.00)	0.00	0.00	( 62,446.00)
59-1311	Net Pension Amortization Actua	62,772.00	0.00	0.00	62,772.00
59-1315	Net Pension Assumption Change	4,217.00	0.00	0.00	4,217.00
59-1316	Net Pension Amortization Asset	( 7,743.00)	0.00	0.00	( 7,743.00)
59-1330	Deferred OPEB Contributions	361.00	0.00	0.00	361.00
59-1331	OPEB Actual Exp vs Assum	300.00	0.00	0.00	300.00
59-1332	OPEB Amort of Actual Expense	2,451.00	0.00	0.00	2,451.00
59-1333	OPEB - Assumption Changes	( 657.00)	0.00	0.00	( 657.00)
59-1334	OPEB - Amortization of Assumpti	73,176.00	0.00	0.00	73,176.00
59-1410	Inventory of Supplies	14,035.52	0.00	0.00	14,035.52
59-1550	Prepaid Expenses	1,536,449.40	0.00	0.00	1,536,449.40
59-1600	Electric System	612,974.76	0.00	0.00	612,974.76
59-1650	Trucks and Equipment	152,045.86	0.00	0.00	152,045.86
59-1660	Buildings and Equipment	6,687.49	0.00	0.00	6,687.49
59-1670	Construction	2,875.00	0.00	0.00	2,875.00
59-1680	Land	( 1,457,570.95)	0.00	0.00	( 1,457,570.95)
59-1690	Allowance for Depreciation	2,242,105.05	90,296.25	( 284,885.47)	1,957,219.58

**TOTAL ASSETS**

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>LIABILITIES</b>					
59-2002	OPTADD	0.00	3.12	( 3.12)	3.12
59-2003	TM-IEBP Liability	1,295.02	447.52	6,989.46	8,284.48
59-2004	Flexible Spending Health	0.00	0.32	2.29	2.29
59-2005	Dependent Life	0.00	( 2.76)	( 2.76)	( 2.76)
59-2006	Vision Insurance	0.00	( 26.71)	( 26.71)	( 26.71)
59-2007	Voluntary Life Insurance	0.00	36.70	36.70	36.70
59-2008	Liberty National	272.95	255.14	300.01	572.96
59-2009	Medicare	( 4,902.54)	0.00	( 2,754.88)	( 7,657.42)
59-2010	Withholding Tax	( 655.82)	0.00	1,528.69	872.87
59-2011	Social Security	( 500.80)	0.00	500.80	0.00
59-2012	Retirement	2,303.92	0.00	0.00	2,303.92
59-2015	Health Insurance	0.00	408.48	408.48	408.48
59-2016	Family Dental Insurance	0.00	( 62.81)	( 62.81)	( 62.81)
59-2017	AFLAC	417.62	( 13.99)	391.18	808.80
59-2020	Accounts Payable	18,530.22	( 15,712.54)	( 17,906.37)	623.85
59-2022	AP Auditor	26,892.28	0.00	0.00	26,892.28
59-2030	Unclaimed Property	2,265.52	0.00	0.00	2,265.52
59-2040	Sales Tax	23,555.95	7,937.51	42,392.65	65,948.60
59-2110	Electric Line Rebate	5,345.86	0.00	0.00	5,345.86
59-2190	Net Pension Liability	90,602.00	0.00	0.00	90,602.00



YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2023

59 -Electric

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
59-2191	Net OPEB Liability	12,359.00	0.00	0.00	12,359.00
59-2250	Customer Deposit	98,070.71	500.00	10,225.00	108,295.71
	<b>TOTAL LIABILITIES</b>	<b>275,851.89</b>	<b>( 6,236.26)</b>	<b>42,018.61</b>	<b>317,870.50</b>
<b>FUND EQUITY</b>					
59-2460	Reserve for Pension	( 109,995.00)	0.00	0.00	( 109,995.00)
59-2461	Reserve for OPEB	( 12,498.00)	0.00	0.00	( 12,498.00)
59-2720	Retained Earnings Designated	235,914.87	0.00	0.00	235,914.87
59-2810	Inventory Reserve	59,508.50	0.00	0.00	59,508.50
59-2990	Balance Sheet Profit/Loss	1,793,322.79	0.00	0.00	1,793,322.79
	<b>TOTAL BEGINNING EQUITY</b>	<b>1,966,253.16</b>	<b>0.00</b>	<b>0.00</b>	<b>1,966,253.16</b>
	<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>348,090.78</b>	<b>3,229,733.47</b>	<b>3,229,733.47</b>
	<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>251,558.27</b>	<b>3,556,637.55</b>	<b>3,556,637.55</b>
	<b>INCREASE/ (DECREASE) IN FUND BAL.</b>	<b>0.00</b>	<b>96,532.51</b>	<b>( 326,904.08)</b>	<b>( 326,904.08)</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; FUND BAL.</b>	<b>2,242,105.05</b>	<b>90,296.25</b>	<b>( 284,885.47)</b>	<b>1,957,219.58</b>

# Fayette County Appraisal District

**CHIEF APPRAISER**  
Richard Moring RPA, RTA

**DEPUTY CHIEF APPRAISER**  
Barbara A. Genzer RPA, RTA

**OFFICE MANAGER**  
Amber R. Moerbe



**OFFICERS OF THE BOARD**  
Dudley Piland, Chairman  
Glenn Altwein, Vice Chairman  
Arnold Romberg, Secretary

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

August 1, 2023

Mayor Dennis Geesaman  
City of Flatonia  
PO Box 329  
Flatonia, TX 78941

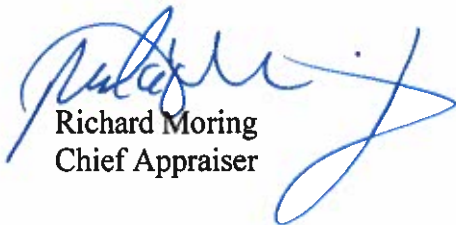
Dear Mayor Geesaman,

The term for Fayette County Appraisal District Board of Director, Mr. Brad Cosson, will expire on December 31, 2023. The city may re-appoint Mr. Cosson to another two-year term ending December 31, 2025 or select another director.

Please place this item on the city's agenda and return it to our office no later than November 30, 2023. New and returning directors will take their oaths of office at the January 2024 meeting of the district's board of directors.

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

Respectfully,

  
Richard Moring  
Chief Appraiser

Below are the Flatonia Chamber of Commerce HOT funds 2024 budget details.

Salary (60%)	\$24,000
Advertising	\$3,200
Office Supplies	\$1,300
Website	\$1,750
Billboard	\$500
CZ Advertising	\$3,000

**2024 TOTAL    \$33,750**  
Prior year funds \$33,752

Please let me know if you have any questions or require further details.

Regards,  
Casey Ring

# CITY OF FLATONIA

## Agenda Summary Form

<b>Agenda #</b>  DA10.1.2023.1	<b>Title:</b>  Consider and take appropriate action to approve Resolution #2023.10.1 affirming the park boundaries for Memorial Park and directing the City Manager and City Attorney to coordinate cleanup and lighting of the park property, including removing any remaining private items after ten (10) days.
<b>Summary:</b>  An ordinance to affirm the park boundaries for Memorial Park.	
<b>Option(s):</b>  <input type="checkbox"/> I move to approve Resolution #2023.10.1.  <input type="checkbox"/> If you are opposed to not 2 <sup>nd</sup> or make any motion. If a motion is not made, the item is dead.	
Sears: _____ Seale: _____ Kocian: _____ Cockrell: _____	
Mayor Pro Tem Eversole: _____ 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.

**RESOLUTION # 2023.10.1**

**A RESOLUTION OF THE CITY OF FLATONIA, TEXAS  
APPROVING AFFIRMING THE PARK BOUNDARIES FOR  
MEMORIAL PARK AND DIRECTING THE City Manager  
AND CITY ATTORNEY TO COORDINATE CLEANUP AND  
LIGHTING OF THE PARK PROPERTY, INCLUDING  
REMOVAL OF ANY PRIVATE ITEMS REMAINING  
AFTER TEN DAYS OF APPROVAL OF THE RESOLUTION.**

**WHEREAS**, Ordinance 2021.5.2 **WHEREAS**, the City Council has been advised and has determined that the rules and regulations proposed by the City Manager and the Parks Committee will benefit the City of Flatonia and its citizens and promote the public good and health.

**WHEREAS**, section Sec. 1.13.001 of Ordinance 2021.5.2 states No person shall: A. Deposit any earth, sand, rock, stone, mineral, oil, or other substance within any park facility, dig or remove any such material from within any park facility. Nor shall he erect or attempt to erect any building or structure of any kind by driving or setting up posts or piles, or in any City of Flatonia.

**WHEREAS**, Ordinance 2021.5.2 adopted May 11, 2021 Page 2 of 12 manner appropriate or encumber any portion of the real property owned, operated, controlled, or managed by the City, without a permit from the City Manager or designee;

B. Dig up, pick, remove, mutilate, injure, cut, or destroy any turf, tree, plant, shrub, bloom, flower, artifact, or archeological site, or any portion thereof.

C. Cut, break, injure, deface, or disturb any building, sign, fence, bench, structure, apparatus, equipment, or property, or any portion thereof; or

D. Without a permit from the City Manager or designee, make or place on any tree, plant, shrub, bloom, flower, building, sign, fence, bench, structure, apparatus, equipment, or property, or on any portion thereof, any rope, wire, mark, writing, printing, sign, card, display, or similar inscription or device.

**NOW, THEREFORE, BE IT RESOLVED APPROVING AFFIRMING THE PARK BOUNDARIES FOR MEMORIAL PARK AND DIRECTING THE City Manager AND CITY ATTORNEY TO COORDINATE CLEANUP AND LIGHTING OF THE PARK PROPERTY, INCLUDING REMOVAL OF ANY PRIVATE ITEMS REMAINING AFTER TEN DAYS OF APPROVAL OF THE RESOLUTION.**

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

PASSED AND APPROVED by the City Council of the City of Flatonia, Texas, on first reading on the 4<sup>th</sup> day of October 2023.

CITY OF FLATONIA, TEXAS

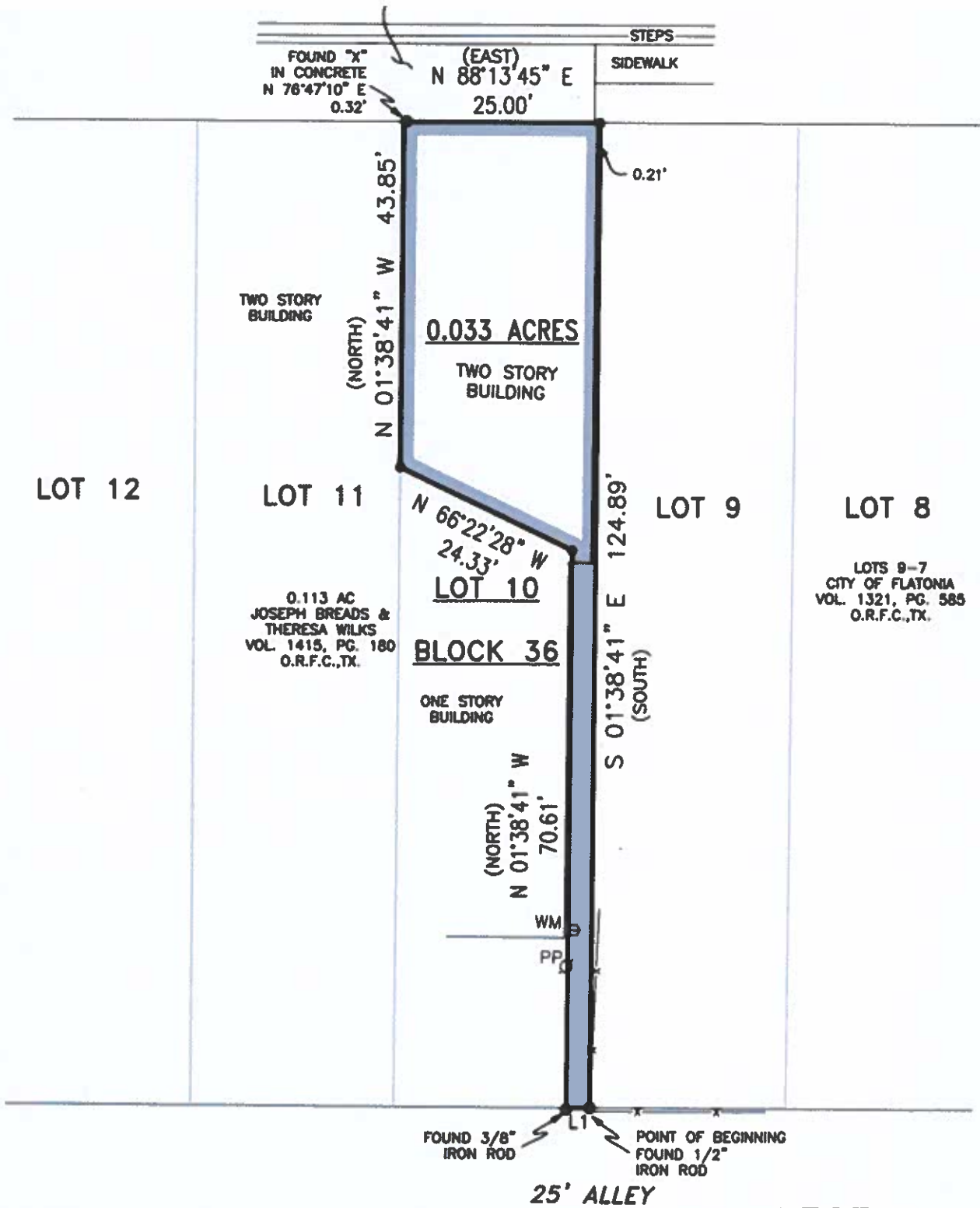
By: \_\_\_\_\_  
Dennis Geesaman  
Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Ott  
City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Barbara Boulware-Wells  
City Attorney



LINE	BEARING	DISTANCE
L1	S 88°13'45" W	3.00'

### LEGEND

- PP POWER POLE
- WM WATER METER
- FENCE

#### NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- (BEARING DISTANCE) INDICATES RECORD BEARING AND DISTANCE.



SCALE: 1" = 20 FEET



**BARTON**  
& ASSOCIATES  
LAND SURVEYING



GRAPHIC SCALE



Bearings, distances and coordinates are based on the Texas State Plane Coordinate System, North Central Zone - NAD 83 (NAD83).

Combined Factor = 0.9999877

Distances shown herein are based on MAP 28.

NOTE: Survey field data not to be used for F.E.M.A. flood insurance purposes. No. 481102-A, dated June 18, 1983.

- LEGEND
- 1/2" Iron rod head
  - 1/2" Iron rod end
  - Dashed electric line
  - Dashed water line
  - Dashed gas line
  - Dashed sewer line
  - Dashed light pole
  - Dashed utility pole
  - Dashed water main
  - Dashed sewer main
  - Dashed gas main
  - Dashed electric main
  - Dashed water main
  - Dashed gas main
  - Dashed sewer main
  - Dashed light pole
  - Dashed utility pole
  - Dashed water main
  - Dashed sewer main
  - Dashed gas main
  - Dashed electric main

PLAT SHOWING THE SURVEY AND TOPOGRAPHY OF A 0.215 ACRE TRACT, BEING ALL OF LOTS 7, 8, AND 9 IN BLOCK 36 OF THE CITY OF FLATONIA ACCORDING TO THE ORIGINAL CITY MAP RECORDED IN VOLUME 1, PAGE 292 OF THE DEED RECORDS OF FAYETTE COUNTY (A PORTION OF SAID MAP IS MISSING FROM DEED RECORDS) AND BEING THAT SAME TRACT DESCRIBED IN A DEED FROM FRANKLIN BANK, S.S.B. TO THE CITY OF FLATONIA DATED JULY 27, 2005 AND RECORDED IN VOLUME 1321, PAGE 585 OF THE OFFICIAL RECORDS OF FAYETTE COUNTY

STATE OF TEXAS

COUNTY OF FAYETTE

I, Mark Van Winkle, a Registered Professional Land Surveyor, do hereby certify that the survey was made on the ground, that the plat correctly represents the same, and that I am a member of the Texas Society of Professional Surveyors. My commission expires on the 31st day of December, 2007.

*Mark Van Winkle*  
 Mark Van Winkle, P.L.L.C.  
 1000 W. 10th Street, Suite 100  
 Ft. Worth, Texas 76102-4474  
 Telephone: 817-335-4474  
 December 7, 2005





# CITY OF FLATONIA

## Agenda Summary Form

<b>Agenda #</b> DA10.1.2023.2	<b>Title:</b> Consider and take appropriate action to approve the proposed city projects using funds from the GLO MOD grant. The projects include sludge removal from the wastewater treatment plant, replacing water well #10, and replacing AC water lines on the southwest side of town.
<b>Summary:</b> Deliberation to approve proposed grant projects.	
<b>Option(s):</b>  <input type="checkbox"/> I move to approve the proposed city projects using funds from the GLO MOD grant. The projects include sludge removal from the wastewater treatment plant, replacing water well #10, and replacing AC water lines on the southwest side of town.  <input type="checkbox"/> If you are opposed to not 2 <sup>nd</sup> or make any motion. If a motion is not made, the item is dead.	
Sears: _____ Seale: _____ Kocian: _____ Cockrell: _____	
Mayor Pro Tem Eversole: _____ 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

<b>Agenda #</b>  DA10.1.2023.3	<b>Title:</b>  Consider and take appropriate action to approve two designated parking spots in front of Clover Connection for use during morning drop-off hours.
<b>Summary:</b>  Consider and take appropriate action to approve two designated parking spots in front of Clover Connection for use during morning drop-off hours.	
<b>Option(s):</b>  <input type="checkbox"/> I move to approve two designated parking spots in front of Clover Connection for use during morning drop-off hours.  <input type="checkbox"/> If you are opposed to not 2 <sup>nd</sup> or make any motion. If a motion is not made, the item is dead.	
Sears: _____ Seale: _____ Kocian: _____ Cockrell: _____  Mayor Pro Tem Eversole: _____ 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

<b>Agenda #</b>  DA10.1.2023.4	<b>Title:</b>  Consider and take appropriate action to approve Ordinance #2023.10.1 revising the code of ordinances to delete the curfew established in ordinance #410 adopted March 3, 2007, an ordinance to establish curfew hours for minors of the City of Flatonia, Texas.
<b>Summary:</b>  Consider and take appropriate action to approve Ordinance #2023.10.1 revising the code of ordinances to delete the curfew established in ordinance #410 adopted March 3, 2007, an ordinance to establish curfew hours for minors of the City of Flatonia, Texas.	
<b>Option(s):</b>  <input type="checkbox"/> I move to approve Ordinance #2023.10.1 revising the code of ordinances to delete the curfew established in ordinance #410 adopted March 3, 2007, an ordinance to establish curfew hours for minors of the City of Flatonia, Texas.  <input type="checkbox"/> If you are opposed to not 2 <sup>nd</sup> or make any motion. If a motion is not made, the item is dead.	
Sears: _____ Seale: _____ Kocian: _____ Cockrell: _____  Mayor Pro Tem Eversole: _____ 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 ORDINANCE NO. 2023.10.1**

**AMENDMENT TO CITY OF FLATONIA CODE OF ORDINANCES,  
DELETING DIVISION TWO, CURFEW, OF ARTICLE 8.02, MINORS, AN  
ORDINANCE TO ESTABLISH CURFEW HOURS FOR MINORS OF THE  
CITY OF FLATONIA, TEXAS,**

**WHEREAS**, the Texas State Legislature passed House Bill No. 1819 in the 2023 Legislative session that, in part, amended Chapter 370 of the Texas Local Government Code by adding a new Section 370.007 entitled “Juvenile Curfews Prohibited,” which prohibits a political subdivision from adopting or enforcing any order, ordinance, or other measure that imposes a curfew to regulate the movement of actions of person younger than 18 years of age; and

**WHEREAS**, the City Council recognizes and understands that the City can no longer regulate curfew hours for minors and therefore must delete Section 8.02, Minors, Division Two, Curfew.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLATONIAS, TEXAS, AS FOLLOWS:**

**SECTION 1. FINDING OF FACT.** The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

**SECTION 2. AMENDMENT TO THE CODE.** That Division Two, Curfew, of Article 8.02, Minors, is hereby deleted in its entirety.

**SECTION 3. REPEAL OF CONFLICTING ORDINANCES.** All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed. Ordinance 410.

**SECTION 4. SEVERABILITY.** In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Flatonia, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**SECTION 5. OPEN MEETINGS COMPLIANCE.** That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED AND APPROVED** by the City of Flatonia City Council on this 4<sup>th</sup> day of October 2023.

By: \_\_\_\_\_  
Dennis Geesaman, Mayor

\_\_\_\_\_  
Barbara Boulware- Wells, City Attorney

ATTEST:

\_\_\_\_\_  
City Secretary Jackie Ott

88R8009 CJD-D

By: Cook

H.B. No. 1819

A BILL TO BE ENTITLED  
AN ACT

relating to the repeal of the authority of political subdivisions to adopt or enforce juvenile curfews.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 45.045(c), Code of Criminal Procedure, is amended to read as follows:

(c) This article does not limit the authority of a court to order a child taken into custody under Article 45.058 [~~or 45.059~~].

SECTION 2. Article 45.060(a), Code of Criminal Procedure, is amended to read as follows:

(a) Except as provided by Article [~~Articles~~] 45.058 [~~and 45.059~~], an individual may not be taken into secured custody for offenses alleged to have occurred before the individual's 17th birthday.

SECTION 3. Section 51.02(15), Family Code, is amended to read as follows:

(15) "Status offender" means a child who is accused, adjudicated, or convicted for conduct that would not, under state law, be a crime if committed by an adult, including:

(A) running away from home under Section 51.03(b)(2);

(B) a fineable only offense under Section 51.03(b)(1) transferred to the juvenile court under Section 51.08(b), but only if the conduct constituting the offense would not have been criminal if engaged in by an adult;

(C) a violation of standards of student conduct as described by Section 51.03(b)(4);

(D) [~~a violation of a juvenile curfew ordinance or order,~~

~~(E)] a violation of a provision of the Alcoholic Beverage Code applicable to minors only; or~~

(E) [~~(F)] a violation of any other fineable only offense under Section 8.07(a)(4) or (5), Penal Code, but only if the conduct constituting the offense would not have been criminal if engaged in by an adult.~~

SECTION 4. Section 38.003(a), Government Code, is amended to read as follows:

(a) The judge of a county, justice, or municipal court, in accordance with Section 38.002, may award money from a judicial donation trust fund established under Section 38.001 to eligible children or families who appear before the court for a truancy [~~or curfew~~] violation or in another misdemeanor offense proceeding before the court.

SECTION 5. Section 71.0352, Government Code, is amended to read as follows:

Sec. 71.0352. JUVENILE DATA: JUSTICE, MUNICIPAL, AND TRUANCY COURTS. As a component of the official monthly report submitted to the Office of Court Administration of the Texas Judicial System:

(1) a justice court, municipal court, or truancy court shall report the number of cases filed for:

(A) truant conduct under Section 65.003(a), Family Code; and

(B) the offense of parent contributing to nonattendance under Section 25.093, Education Code; and

~~[(C) a violation of a local daytime curfew ordinance adopted under Section 341.905 or 351.903, Local Government Code; and]~~

(2) in cases in which a child fails to obey an order of a justice court, municipal court, or truancy court under circumstances that would constitute contempt of court, the justice court, municipal court, or truancy court shall report the number of incidents in which the child is:

(A) referred to the appropriate juvenile court for delinquent conduct as provided by Article 45.050(c)(1), Code of Criminal Procedure, or Section 65.251, Family Code; or

(B) held in contempt, fined, or denied driving privileges as provided by Article 45.050(c)(2), Code of Criminal Procedure, or Section 65.251, Family Code.

SECTION 6. Chapter 370, Local Government Code, is amended by adding Section 370.007 to read as follows:

Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

(b) This section does not apply to a curfew implemented under Chapter 418, Government Code, for purposes of emergency management.

SECTION 7. Section 8.07(e), Penal Code, is amended to read as follows:

(e) A person who is at least 10 years of age but younger than 15 years of age is presumed incapable of committing an offense described by Subsection (a) (4) or (5) [~~other than an offense under a juvenile curfew ordinance or order~~]. This presumption may be refuted if the prosecution proves to the court by a preponderance of the evidence that the actor had sufficient capacity to understand that the conduct engaged in was wrong at the time the conduct was engaged in. The prosecution is not required to prove that the actor at the time of engaging in the conduct knew that the act was a criminal offense or knew the legal consequences of the offense.

SECTION 8. The following provisions are repealed:

- (1) Article 45.059, Code of Criminal Procedure;
- (2) Section 341.905, Local Government Code;
- (3) Section 351.903, Local Government Code; and
- (4) Section 370.002, Local Government Code.

SECTION 9. A violation of a juvenile curfew ordinance or order may not be prosecuted or adjudicated after the effective date of this Act. If on the effective date of this Act a criminal or civil action is pending for a violation of a juvenile curfew ordinance or order, the action is dismissed on that date. However, a final conviction or adjudication for a violation of a juvenile curfew ordinance or order that exists on the effective date of this Act is unaffected by this Act.

SECTION 10. This Act takes effect September 1, 2023.

City of Flatonia, TX  
Friday, September 22, 2023

## Chapter 8. Offenses and Nuisances

### ARTICLE 8.02. MINORS

#### Division 1. Generally

§ 8.02.001. through § 8.02.030. (Reserved)

#### Division 2. Curfew

##### § 8.02.031. Definitions.

For the purpose of this division, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

**Establishment.** Any privately owned place of business carried on for a profit or any place of amusement or entertainment to which the public is invited.

**Juvenile.** Any person under the age of seventeen (17) years of age, or, in equivalent phrasing, any person of the age sixteen (16) years old or younger.

**Operator.** Any individual, firm, association, partnership or corporation operating, managing, or conducting any establishment, and, whenever used in any clause prescribing a penalty, the term as applied to associations or partnerships shall include the members or partners thereof and as applied to corporations shall include the officers thereof.

**Parent.** Any natural parent of a juvenile, a legal guardian, or any adult person, eighteen (18) years or older, in whose care the juvenile has been placed by the natural parent or legal guardian.

**Public place.** Any public street, highway, road, alley, park, playground, public building, parkway or vacant lot.

**Remain.** To stay behind, to tarry and stay unnecessarily upon a public place, including congregating in groups totaling four (4) or more juveniles in which any minor included would not be using the public place for an ordinary or serious purpose such as passage or going home. To implement this definition with more precision and precaution, numerous exceptions will be provided hereinafter to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to juveniles with increasing years and advancing maturity as appropriate in the interest of reasonable regulation.

**Time of night.** The prevailing local standard time at the date in question, whether central standard time or central daylight savings time, as observed by the public. The time maintained by the city police



department shall be the prima facie evidence of the time of day for continued implementation of this division.

Years of age. The time from one birthday, such as the sixteenth, to the next, but not including the day of the next birthday. Thus, upon a person's seventeenth birthday, he or she will cease to be a juvenile regulated by this division.

(2001 Code, sec. 8.701)

### § 8.02.032. Curfew established.

It shall be unlawful for any person sixteen (16) years of age or younger to be or remain in or upon any public place or in or upon any establishment within the city during the following times:

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and
- (2) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.  
(Ordinance 410 adopted 3/13/07)

### § 8.02.033. Exceptions.

- (a) In the following exceptional cases a juvenile in or upon any public place or in and upon an establishment shall not be deemed in violation of this division; this section is intended as a clear guide for juveniles, their parents, and law enforcement officials:
  - (1) When the juvenile is accompanied by his parent, legal guardian or authorized adult supervisor.
  - (2) When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the rights of assembly. It shall be deemed a bona fide exercise of such rights if the assembly, whether parade or demonstration, has been permitted by the city or other bona fide religious, social or school activities involving the right to assemble.
  - (3) When engaged in performing an errand or other legitimate business at the direction of a parent, guardian or supervisory adult, including travel to and from such location by a direct route.
  - (4) When the juvenile is on the sidewalk at the place where such juvenile resides, or on the sidewalk of either next-door neighbor, when said neighbors do not object to such presence.
  - (5) When the juvenile is engaged in employment activities, such as, but not restricted to, newspaper delivery.
- (b) All of the above-cited exceptions to the curfew ordinance include travel to and from such activity by a direct route, and this division is in no way to be construed as limitation upon normal travel by a juvenile engaged in interstate movement.
- (c) Each of the foregoing exceptions are severable, and in addition other possible exceptions may be added hereto in the future as warranted by experience as illuminated by the views of students, school personnel, citizens, neighborhood spokesmen, parents, officers and persons in authority concerned positively with minors as well as juvenile delinquency.  
(2001 Code, sec. 8.703)

### § 8.02.034. Parental responsibility.

It shall be unlawful for a parent knowingly to permit or by insufficient control to allow a juvenile in his or her care to be or remain in any public place or to be or remain in any establishment other than for excepted activities during the curfew hours established by this division. The term "knowingly" includes knowledge which a parent should reasonably be expected to have concerning the whereabouts of a juvenile in such parent's custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of a juvenile's whereabouts during the hours of curfew established by this division. The purpose of this section is to require neglectful or careless parents to meet the community standard of parental responsibility.

(2001 Code, sec. 8.704)

### § 8.02.035. Duties of business operators.

It shall be unlawful for the owner or operator of a business establishment to allow a juvenile to remain upon such business premises during the hours of curfew established in this division beyond the time necessary to conduct an excepted activity. It shall be no defense to this section that juvenile made a purchase, if the juvenile did not immediately make such purchase upon arrival and depart immediately thereafter. It shall be a defense to prosecution under this section that the owner or operator of such business establishment has promptly notified the city police department that juveniles present on the premises after hours have refused to depart.

(2001 Code, sec. 8.705)

### § 8.02.036. Enforcement procedures.

- (a) A law enforcement officer, upon finding or having his or her attention called to any juvenile in or on a public place or in or on the premises of a business establishment in a prima facie violation of this division, may take the juvenile into custody. Such juvenile may be transported to the city police department. Upon arrival at the police department, a parent, legal guardian or other responsible adult shall be immediately notified to pick up such juvenile. An officer taking a juvenile into custody shall also have discretion to release such juvenile to a parent, legal guardian or other responsible adult under circumstance deemed appropriate by the officer. An officer may also issue a warning notice to the juvenile in accordance with section 52.01 of the Texas Family Code and order such juvenile to go directly and promptly to his or her home. Delinquent conduct or conduct indicating a need for supervision under sections 51.03 and 52.01 of the Texas Family Code shall be handled in accordance with applicable provisions of the Family Code.
- (b) Upon picking up a juvenile in custody, said parent, legal guardian or other responsible adult may be questioned about the circumstance of the juvenile's activities. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility for accurate, effective, fair, impartial and uniform environment and recording, thus making available experienced supervisory personnel, the best of facilities, and, if required, referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, an officer on the street may use his or her best judgment in determining age. Procedures shall be constantly refined in the light of experience, and changes herein may be made on the basis of such experience.
- (c) In any event, an officer shall within twenty-four (24) hours file a written report on the juvenile incident or shall participate to the extent possible in the preparation and filing of such a report by his supervisor.
- (d) When a parent, legal guardian or other responsible adult has come to take charge of a juvenile and the appropriate information has been received, the juvenile shall be released to the custody of the parent, legal guardian or other responsible adult. If a parent, legal guardian or other responsible adult cannot be located or fails to take charge of the juvenile, then the juvenile shall be released to appropriate authorities. However, the police department shall have the discretion to refuse to release a juvenile to an adult other than the parent or legal guardian of the juvenile.

(e) A juvenile may not be held at the police department for more than six (6) hours; during such time, the following procedures shall be observed:

- (1) The office must be an unlocked, multipurpose area that is not designated, set aside, or used as a secure detention area or part of a secure detention area;
- (2) The juvenile may not be secured physically to a cuffing rail, chair, desk, or stationary object;
- (3) The juvenile may not be held longer than necessary to accomplish the purposes of identification, investigation, processing, release to parent, guardians or custodians, and arrangement of transportation to school or court; and

(4) The office may not be designated or intended for residential purposes.

(2001 Code, sec. 8.706)

## § 8.02.037. Penalty.

Prevailing community standards as reflected by this division require the availability of criminal penalties in order for this division to be a viable instrument for the maintenance of such standards. Consequently, violation of this division by a juvenile, parent or business establishment owner or operator shall be deemed to be a misdemeanor punishable by a fine in accordance with the general penalty provision found in section **1.01.009** of this code. Each day any violation continues constitutes a separate offense.

(2001 Code, sec. 8.707)

# CITY OF FLATONIA

## Agenda Summary Form

<b>Agenda #</b> DA10.1.2023.5	<b>Title:</b> Consider and take appropriate action to approve Resolution #2023.10.2 updating the hazard mitigation action plan.
<b>Summary:</b> Consider and take appropriate action to approve Resolution #2023.10.2 updating the hazard mitigation action plan.	
<b>Option(s):</b> <input type="checkbox"/> I move to approve Resolution #2023.10.2 updating the hazard mitigation action plan. <input type="checkbox"/> If you are opposed to not 2 <sup>nd</sup> or make any motion. If a motion is not made, the item is dead.	
Sears: _____ Seale: _____ Kocian: _____ Cockrell: _____ Mayor Pro Tem Eversole: _____ 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.

**RESOLUTION #2023.10.2**  
**RESOLUTION FOR CITY OF FLATONIA**  
**APPROVAL OF HAZARD MITIGATION ACTION PLAN UPDATE**

WHEREAS, natural hazards in the City of Flatonia area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Flatonia has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Fayette County Hazard Mitigation Action Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Fayette County Hazard Mitigation Action Plan Update is approved in its entirety;
2. The City of Flatonia will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
3. The City of Flatonia vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Action Plan Update will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration; and
4. The City of Flatonia to take such other action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Action Plan Update and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

ADOPTED this 4<sup>th</sup> day of October 2023.

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Dennis Geesaman, Mayor

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Jacqueline Ott, City Secretary

# CITY OF FLATONIA

## Agenda Summary Form

<b>Agenda #</b> DA10.1.2023.6	<b>Title:</b> Consider and take appropriate action to approve the Contract for Assessment and Collection Services with the Fayette County Appraisal District.
<b>Summary:</b> Consider and take appropriate action to approve the Contract for Assessment and Collection Services with the Fayette County Appraisal District.	
<b>Option(s):</b> <input type="checkbox"/> I move to approve the Contract for Assessment and Collection Services with the Fayette County Appraisal District. <input type="checkbox"/> If you are opposed to not 2 <sup>nd</sup> or make any motion. If a motion is not made, the item is dead.	
Sears: _____ Seale: _____ Kocian: _____ Cockrell: _____ Mayor Pro Tem Eversole: _____ 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.

# Fayette County Appraisal District

**CHIEF APPRAISER**  
Richard Moring RPA, RTA

**DEPUTY CHIEF APPRAISER**  
Barbara A. Genzer RPA, RTA

**OFFICE MANAGER**  
Amber R. Moerbe



**OFFICERS OF THE BOARD**

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

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

August 1, 2023

Mayor Dennis Geesaman  
City of Flatonia  
PO Box 329  
Flatonia, TX 78941

Re: Contract for Assessment and Collection Services

To whom it may concern,

The contract the Fayette County Appraisal District currently has with your taxing jurisdiction for Assessment and Collection Services will expire on December 31, 2023. The enclosed contract is for two years of service, 2024 and 2025. Our goal is to continue to provide all taxing jurisdictions with prompt, quality service you have grown to expect from our office.

Please return the enclosed contract to our office by November 1, 2023.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Moring".

Richard Moring, RPA, RTA  
Chief Appraiser

THE STATE OF TEXAS §  
COUNTY OF FAYETTE §

**CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the Fayette County Appraisal District (hereinafter called "District") and the City of Flatonia (hereinafter called "taxing unit"), enter into the following agreement:

**PURPOSE**

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

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

**TERM**

This contract shall be effective from January 1, 2024 to December 31, 2025 provided, however, that the District shall complete performance of services to be performed for the 2026 tax year after December 31, 2025, if the District finds extension to be necessary. To remain effective, this contract must be approved by any subsequent governing bodies of the parties to this contract.

**SERVICES TO BE PERFORMED**

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

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

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

**PAYMENT**

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



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

### **REMITTANCE OF COLLECTION**

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

### **ADMINISTRATIVE PROVISIONS**

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

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

### **MISCELLANEOUS PROVISIONS**

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

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

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

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

### **DELINQUENT TAX SUITS**

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

## INTEREST INCOME AND TAX CERTIFICATE FEES TO BE RETAINED BY DISTRICT

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

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

### DEFINITIONS

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

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

\_\_\_\_\_  
Mayor/Board President

FAYETTE COUNTY APPRAISAL DISTRICT

\_\_\_\_\_

\_\_\_\_\_  
Chairperson

\_\_\_\_\_

\_\_\_\_\_  
Vice-Chairperson

\_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# CITY OF FLATONIA

## Agenda Summary Form

<b>Agenda #</b>  DA10.1.2023.7	<b>Title:</b>  Consider and take appropriate action to approve Ordinance #2023.10.2, an ordinance relating to the use of hotel occupancy taxes for the construction of improvements related to interconnectivity and accessibility between municipal parks and local tourist attractions and lodging.
<b>Summary:</b>  Consider and take appropriate action to approve Ordinance #2023.10.2, an ordinance relating to the use of hotel occupancy taxes for the construction of improvements related to interconnectivity and accessibility between municipal parks and local tourist attractions and lodging.	
<b>Option(s):</b>  <input type="checkbox"/> I move to approve Ordinance #2023.10.2.  <input type="checkbox"/> If you are opposed to not 2 <sup>nd</sup> or make any motion. If a motion is not made, the item is dead.	
Sears: _____ Seale: _____ Kocian: _____ Cockrell: _____  Mayor Pro Tem Eversole: _____ 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.

**ORDINANCE NO. 2023.10.2**

**AN ORDINANCE RELATING TO USE OF HOTEL OCCUPANCY TAXES FOR  
CONSTRUCTION OF IMPROVEMENTS RELATED TO  
INTERCONNECTIVITY AND ACCESSIBILITY BETWEEN MUNICIPAL  
PARKS AND LOCAL TOURIST ATTRACTIONS AND LODGING**

**WHEREAS**, cities are allowed to adopt a municipal hotel occupancy tax ordinance in order to raise revenue for the promotion of tourism and the hotel and lodging industry; and

**WHEREAS**, city parks are popular attractions visited year-round by a significant number of tourists and visitors to the cities and surrounding areas; and

**WHEREAS**, city parks are utilized for multiple large annual events and festivals that are attended by a significant number of tourists and visitors to the city and surrounding areas; and

**WHEREAS**, City of Flatonia's ("City's") city parks are in need of additional improvements and amenities and City desires to enhance connectivity of the parks with lodging establishments and tourist attractions; and

**WHEREAS**, City desires to include improvement to accessibility accommodations in any improvements to allow all tourists to visit and participate in the lodging establishments and the tourist attractions; and

**WHEREAS**, the City's tourism and hotel and lodging industries would benefit from the expenditure of municipal hotel tax revenue on construction of improvements and connectivity to the city parks, as tourist and visitors frequently visit the city parks and trails, and improvements to the city parks and trail system will improve the quality and number of amenities available at said city parks for use and enjoyment by tourists and visitors to the cities and surrounding area as well as provide a better venue for hosting the annual events and festivals; and

**WHEREAS**, city tourism and hotel and lodging industries would benefit from the expenditure of municipal hotel tax revenue on construction of trails and sidewalks that connect city parks to lodging establishments and other tourist attractions, which will increase the use and enjoyment by tourists and visitors of lodging establishments, parks, tourist attractions, and related public facilities;

**NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF FLATONIA, TEXAS, THAT THE REVISED GENERAL ORDINANCES OF THE  
CITY OF FLATONIA ARE HEREBY AMENDED AS FOLLOWS:**

**SECTION 1:** FINDINGS OF FACT: The foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

**SECTION 2:** USE OF HOTEL OCCUPANCY TAXES.. Chapter 11 “Hotel/Motel Occupancy Tax,” Article 11.04.002 “Levy; Exceptions; Use of Revenue” is hereby amended to include Subsection (d) as set out below:

(d) improvements to the city parks, sidewalks and trail system provide better interconnectivity as well as improvements to accessibility accommodations.

**SECTION 3:** REPEALER: In the case of any conflict between the other provisions of this ordinance and any existing ordinance of the City, the provisions of this ordinance will control.

**SECTION 4:** SEVERABILITY: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this ordinance that can be given effect without the invalid provision.

**SECTION 5:** EFFECTIVE DATE: This ordinance shall be effective on the day of signing, \_\_\_\_\_ 2023.

**SECTION 6:** PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and APPROVED on First Reading on the 4<sup>th</sup> day of October 2023.

Approved:

By: \_\_\_\_\_  
Mayor Dennis Geesaman

\_\_\_\_\_  
City Attorney Barbara Boulware-Wells

ATTEST:

\_\_\_\_\_  
City Secretary Jacqueline Ott

# CITY OF FLATONIA

## Agenda Summary Form

<b>Agenda #</b>  DA10.1.2023.8	<b>Title:</b>  Consider and take appropriate action to approve the proposed oil and gas lease with Rosewood Resources. The proposed property location is 21.936 acres, M. Muldoon League #14, A-76 and the W.A. Faires Survey, A-180 Fayette County, Texas.
<b>Summary:</b>  Consider and take appropriate action to approve the proposed oil and gas lease with Rosewood Resources. The proposed property location is 21.936 acres, M. Muldoon League #14, A-76 and the W.A. Faires Survey, A-180 Fayette County, Texas.	
<b>Option(s):</b>  <input type="checkbox"/> I move to approve the proposed oil and gas lease with Rosewood Resources. The proposed property location is 21.936 acres, M. Muldoon League #14, A-76 and the W.A. Faires Survey, A-180 Fayette County, Texas..  <input type="checkbox"/> If you are opposed to not 2 <sup>nd</sup> or make any motion. If a motion is not made, the item is dead.	
Sears: _____ Seale: _____ Kocian: _____ Cockrell: _____  Mayor Pro Tem Eversole: _____ Mayor Geesaman _____	

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May 18, 2023

City of Flatonia  
P.O. Box 329  
Flatonia, Texas 78941

**Re: Offer to Lease for Oil and Gas Exploration**  
**21.936 acres, M. Muldoon League #14, A-76 and the W. A. Faires Survey, A-180**  
Fayette County, Texas  
(hereinafter referred to as "Subject Land")

Dear Sir or Madam:

Please consider this formal offer from Rosewood Resources, Inc. (hereinafter referred to as "Rosewood"), for an oil and gas lease on the mineral interest owned by you, in the Subject Land, at the following terms:

- Primary Term: 3 years
- Bonus: \$600 per net mineral acre (the "Bonus")
- Royalty: 22.5%
- Option to extend for an additional 2 years @ \$400 per net mineral acre
- Lease Form: mutually agreeable

Prior to closing, Rosewood shall have the ongoing right to confirm marketable title to the lands covered by the Lease.

Rosewood Resources reserves the right to terminate this offer at any point in time.

We hope to hear from you regarding this offer.

Best Regards,

*Shawn Davis*  
\_\_\_\_\_  
Shawn Davis, RPL  
Contract Landman for Rosewood Resources, Inc.  
(979) 702-1289  
Shawnmdavis91@gmail.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS                    §  
  §                    KNOW ALL MEN BY THE PRESENTS:  
COUNTY OF FAYETTE           §

Be it remembered that made effective as of the 18<sup>th</sup> day of May, 2023, an Oil, Gas and Mineral Lease (the "Lease") was made and entered into between **City of Flatonia** hereinafter referred to as "LESSOR", whose address is P.O. Box 329, Flatonia, Texas 78941, and **Rosewood Resources, Inc.**, a Delaware corporation hereinafter referred to as "LESSEE", whose address is 2101 Cedar Springs Rd., Ste. 1500, Dallas, TX 75201. Under the terms of the Lease, Lessors granted, leased and let exclusively unto Lessee for the purpose of exploring, drilling, operating for, producing and owning oil, gas and their respective constituent products, together with the right to make surveys, lay pipelines, build tanks and roads and other structures thereon necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting said products from the land leased thereunder, those certain lands of the Lessors situated in Fayette County, Texas, comprising **21.936 acres** of land, more or less, described as follows:

**21.936 acres of land, more or less, being a part of the M. Muldoon League #14, Abstract 76, and the W. A. Faires Survey, Abstract 180, Fayette County, Texas, being more particularly described as the following five (5) tracts:**

**Tract 1 – 17,840 Square Feet of land, more or less, being a part of the M. Muldoon League #14, Abstract 76, Fayette County, Texas, being more particularly described in that certain Warranty Deed dated November 18, 1964 from F. X. Brunner and Annette Brunner, husband and wife to City of Flatonia, recorded in Volume 365, at Page 133, Deed Records, Fayette County, Texas.**

**Tract 2 – 10.00 acres of land, more or less, being a part of the M. Muldoon League #14, Abstract 76, Fayette County, Texas, being more particularly described in that certain Warranty Deed dated September 22, 1938 from E. A. Arnim to City of Flatonia, recorded in Volume 175, at Page 12, Deed Records, Fayette County, Texas.**

**Tract 3 – 10.50 acres of land, more or less, being a part of the M. Muldoon League #14, Abstract 76, Fayette County, Texas, being more particularly described as First Tract and Second Tract in that certain Warranty Deed dated June 10, 1949 from Quinn Braddock, et al to L. A. Wheeler, Mayor of the City of Flatonia, recorded in Volume 234, at Page 39, Deed Records, Fayette County, Texas.**

**Tract 4 – 2,970 Square Varas of land, more or less, being a part of the W. A. Faires Survey, Abstract 180, Fayette County, Texas, being more particularly described in that certain Warranty Deed dated October 7, 1925 from E. A. Arnim and Mary A. Johnson to M. Fernau, Mayor of the City of Flatonia, recorded in Volume 127, at Page 78, Deed Records, Fayette County, Texas.**

**Tract 5 – 0.50 acres of land, more or less, being a part of the W. A. Faires Survey, Abstract 180, Fayette County, Texas, being more particularly described in that certain Warranty Deed dated September 15, 1925 from John Farek and wife, Louise Farek to M. Fernau, Mayor of the City of Flatonia, recorded in Volume 127, at Page 79, Deed Records, Fayette County, Texas.**

Including such land, if any, which may underlie roads, rights of way, or easements on or adjoining the above described lands (the "Leased Premises.")

Unless sooner terminated or longer kept in force under other provisions thereof, the Lease shall remain in effect for a term of three (3) years from the date thereof (therein called "primary term"), with an option to extend said primary term for an additional two (2) years, and as long thereafter as operations, as therein defined, are conducted upon said land.

Executed copies of the Lease are in the possession of Lessors and Lessee at the offices of Lessors and Lessee at their addresses listed first above.

This instrument may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one instrument. Should less than all of the named Lessors execute this instrument, this instrument shall be binding on those who are signatories. For recordation and all other purposes, the separate signature pages and acknowledgments may be affixed to the body of an original instrument without necessity of recording the entirety of each separate counterpart.

IN WITNESS WHEREOF, the parties hereto have executed and made this instrument effective as of the 18<sup>th</sup> day of May, 2023 to evidence of record in the Official Records of the County Clerk of Fayette County, Texas, the existence of the Lease and for all other purposes.



LESSOR:

City of Flatonia

\_\_\_\_\_

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

Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_,  
as \_\_\_\_\_ of the City of Flatonia.

\_\_\_\_\_

Notary Public, State of Texas

STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## PAID UP OIL AND GAS LEASE

THIS LEASE is made and entered into to be effective on the 4<sup>th</sup> day of October 2023, deemed the Effective Date, between **City of Flatonia**, whose address is P.O. Box 329, Flatonia, Texas 78941, hereinafter referred to as "LESSOR" and **Rosewood Resources, Inc.**, a Delaware corporation hereinafter referred to as "LESSEE", whose address is 2101 CEDAR SPRINGS RD., STE. 1500, DALLAS, TX 75201.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

**21.936 acres of land, more or less, being a part of the M. Muldoon League #14, Abstract 76, and the W. A. Faires Survey, Abstract 180, Fayette County, Texas, being more particularly described as the following five (5) tracts:**

**Tract 1 – 17,840 Square Feet of land, more or less, being a part of the M. Muldoon League #14, Abstract 76, Fayette County, Texas, being more particularly described in that certain Warranty Deed dated November 18, 1964 from F. X. Brunner and Annette Brunner, husband and wife to City of Flatonia, recorded in Volume 365, at Page 133, Deed Records, Fayette County, Texas.**

**Tract 2 – 10.00 acres of land, more or less, being a part of the M. Muldoon League #14, Abstract 76, Fayette County, Texas, being more particularly described in that certain Warranty Deed dated September 22, 1938 from E. A. Arnim to City of Flatonia, recorded in Volume 175, at Page 12, Deed Records, Fayette County, Texas.**

**Tract 3 – 10.50 acres of land, more or less, being a part of the M. Muldoon League #14, Abstract 76, and the W. A. Faires Survey, Abstract 180, Fayette County, Texas, being more particularly described as First Tract and Second Tract in that certain Warranty Deed dated June 10, 1949 from Quinn Braddock, et al to L. A. Wheeler, Mayor of the City of Flatonia, recorded in Volume 234, at Page 39, Deed Records, Fayette County, Texas.**

**Tract 4 – 2,970 Square Varas of land, more or less, being a part of the W. A. Faires Survey, Abstract 180, Fayette County, Texas, being more particularly described in that certain Warranty Deed dated October 7, 1925 from E. A. Arnim and Mary A. Johnson to M. Fernau, Mayor of the City of Flatonia, recorded in Volume 127, at Page 78, Deed Records, Fayette County, Texas.**

**Tract 5 – 0.50 acres of land, more or less, being a part of the W. A. Faires Survey, Abstract 180, Fayette County, Texas, being more particularly described in that certain Warranty Deed dated September 15, 1925 from John Farek and wife, Louise Farek to M. Fernau, Mayor of the City of Flatonia, recorded in Volume 127, at Page 79, Deed Records, Fayette County, Texas.**

in the county of **Fayette**, State of Texas, containing **21.936 gross acres**, more or less, (including any interests therein which Lessor may hereafter acquire by reversion, prescriptions or otherwise), for the purpose exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein included helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. All other minerals are reserved to the Lessor herein. In addition to the above described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid up" lease requiring no rentals, shall be in force for a primary term of **three (3) years** from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **22.5%** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **22.5%** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not

being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of twenty five dollars (\$25.00) per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. (A) Lessee, at its option, is hereby given the right and power to pool or combine the leased premises, or any portion thereof, as to oil and gas, or either of them, with any other land covered by this lease, or with any other contiguous land, lease or leases to the extent stipulated herein.

(i) Units pooled for oil hereunder may include any amount of acreage up to, but not exceeding:

(a) 80 acres for each oil well that is not a Horizontal Drainhole Well as defined by Railroad Commission of Texas Statewide Rule 86(4) (a "Horizontal Drainhole Well"); or

(b) if the oil well is a Horizontal Drainhole Well, 640 acres plus a maximum acreage tolerance of 10%.

(ii) Units pooled for gas hereunder may include any amount of acreage up to, but not exceeding:

(a) 640 acres, plus a maximum acreage tolerance of 10%, around each gas well that is not a Horizontal Drainhole Well, or

(b) If the gas well is a Horizontal Drainhole Well, the greater of (x) 640 acres plus a maximum acreage tolerance of 10%, or (y) 40 acres plus an additional amount of acreage equal to 40 acres for each 500 feet of horizontal displacement of the well bore between the first and last Take Points.

(iii) In any case, an area larger (but not smaller) than those described in (i) or (ii) above, (x) if permitted by the Texas Railroad Commission in accordance with its rules, or (y) in order to conform to the well spacing or density pattern of the Railroad Commission of Texas under the Statewide or Special Field Rules applicable to the reservoir or field interval in question. The terms "oil well" and "gas well" mean the well classification given to the applicable well by the Railroad Commission of Texas.

(B) Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the units into which the lease is pooled in any other stratum or strata and oil units need not conform to gas units. The pooling in one or more instances shall not exhaust the rights of the lessee to pool this lease or portions thereof into other units, and pooling for a vertical well does not preclude separate pooling for Horizontal Drainhole Wells. A unit formed containing more than one stratum may be modified at any time to exclude one or more strata, so long as there is no production of unitized substances from such excluded stratum or strata at the time of such modification.

(C) Lessee shall file for record in the appropriate records of the county in which the leased premises are located an instrument describing and designating the pooled unit and upon such recordation the unit will be effective as to all parties hereto, their heirs successors and assigns irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit.

(D) Lessee may at its discretion exercise its pooling option before or after commencing operations or completing an oil or gas well on the leased premises and the pooled unit may include but it is not required to include land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. A pooled unit established hereunder shall be effective for all purposes even though there may be mineral, royalty or leasehold interests in the lands included in the unit which are not effectively pooled or unitized.

(E) If any pooled unit formed hereunder contains less than the maximum number of acres specified above, Lessee may, at any time, whether before or after production is obtained, enlarge the pooled unit by adding additional acreage, but the enlarged unit shall in no event exceed the applicable size set forth

above. If an existing unit is enlarged or otherwise amended, the amendment will be effective on the first day of the first month following its recordation in the applicable county, unless the amendment states a different effective date.

- (F) For purposes of maintaining this lease in force and effect, operations or production anywhere on a pooled unit or units including any part of the leased premises shall be considered to be operations or production on this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. There shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit.
- (G) By filing of record in the applicable county a declaration of termination, Lessee may terminate any pooled unit created hereunder at any time, so long as at such time there is no production in paying quantities from such pooled unit.
- (H) If this lease now or hereafter covers separate tracts, no pooling of royalty interest as between any separate tracts is intended or shall be implied merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided herein with consequent allocation of production as provided above. The term "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that of any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.
- (I) In addition to the creation of pooled units as provided for in this provision, Lessee may, at its option, drill Cross Unit Wells.
- (J) For the purpose of computing the royalty to which owners of royalties and payments out of production are entitled on production of oil or gas from a Cross Unit Well, there shall be allocated to each pooled unit containing Take Points in a Cross Unit Well a pro rata portion of the production from the Cross Unit Well, which pro rata portion is equal to the total production from the Cross Unit Well multiplied by a fraction, the numerator of which is the Productive Drainhole Length in the applicable pooled unit and the denominator of which is the total Productive Drainhole Length in the Cross Unit Well. The portion of the production from a Cross Unit Well allocated to a pooled unit containing this lease shall be further allocated to the owners of royalties and payments out of production under this lease as provided for in paragraph F hereof. Operations on or production from a Cross Unit Well shall be deemed to be operations on or production on this lease.
- (K) Certain Defined Terms:
  - (i) "Cross Unit Well" means a Horizontal Drainhole Well with Take Points in: (x) two or more pooled units, or (y) a pooled unit and one or more leases not included in such pooled unit.
  - (ii) "Take Point" means any point along a horizontal wellbore where oil or gas can be produced in the wellbore from the reservoir or field interval in question.
  - (iii) "Productive Drainhole Length" means the horizontal length of the wellbore path that begins at the first Take Point and runs along the actually surveyed path of the wellbore to the last Take Point. This length will be determined by an "as drilled" survey performed after the cross-unit well is drilled and completed.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its

operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted. In the event the causes beyond the control of Lessee prevent Lessee from timely completing any obligation under this agreement, Lessee will provide written notice of same to Lessor, an explanation of the intent to cure, work around, or otherwise resolve any such issue as soon as reasonably possible after Lessor is aware of the conditions causing the failure to perform.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option, with permission from Lessor, which will not be unreasonably withheld, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. Should the right or interest of Lessee hereunder be disputed by Lessor, in a manner that stops production or otherwise interrupts Lessee's use of the property, or any other person, the time covered by the pendency of such dispute shall not be counted against Lessee either as affecting the term of the lease or for any other purpose, and Lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

15. Lessee is specifically authorized to utilize and traverse the sub-surface of the leased premises for all purposes incidental to the exploration for oil and gas by means of directionally drilling a well or wells to be bottomed beneath other lands not owned by Lessor, including the right to directionally drill, complete, operate and produce such well or wells, to conduct any operations which may be necessary, useful or desirable in exploring for or producing minerals therefrom, to plug or abandon such well or wells and to remove casing and other equipment therefrom, which rights, if commenced during the term of this lease, shall continue until one hundred eighty (180) days after cessation of the use or exercise thereof.

16. This Contract, and any addendums hereto, represents the entire agreement between the Parties as to its subject matter and shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law provisions. Venue for a dispute arising from this Contract shall be in Fayette County, Texas. Nothing herein shall constitute a waiver of Lessor's sovereign immunity or the constitutionally, statutory, or common law rights, privileges, immunities or defenses of Lessor.

17. Lessee shall hold the Lessor and its councilmembers, officers, employees, and agents harmless from claims, damages, losses and expenses (jointly, "Claims"), including reasonable attorneys' fees, arising out of, or resulting from or arising under this lease, to the extent such liabilities, damage, loss, or expense is caused by the negligent, grossly negligent, or intentional act or willful misconduct of Lessor, anyone directly or indirectly employed by it, anyone for whose acts it is legally liable, or by the state of the leased land. If the parties are concurrently negligent, each party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the state of Texas.

18. If Lessee utilizes any part of the Surface of the Leased Premises, Lessee shall obtain and maintain insurance coverage with a minimum of a million dollar policy (\$1,000,000) covering any incidents, injuries, claims, or damages arising out of any actions authorized by this lease or shall certify sufficient funds for self-insurance for the same and by its Lessor's written notice, shall provide to Lessor an insurance certificate listing the coverage, or certification of self-insurance, before performing any of the tasks authorized on the subject properties under this agreement.

**IN WITNESS WHEREOF**, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

**FOR ADDITIONAL PROVISIONS TO THIS LEASE, PLEASE SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

**LESSOR:**

**City of Flatonia**

\_\_\_\_\_

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

**Its:** \_\_\_\_\_

**LESSEE:**

**Rosewood Resources, Inc.**

\_\_\_\_\_

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

**Its:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_,  
as \_\_\_\_\_ of the City of Flatonia.

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_,  
as \_\_\_\_\_ of Rosewood Resources, Inc.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT "A" ADDENDUM

ATTACHED TO AND MADE A PART OF OIL, GAS AND MINERAL LEASE BY AND BETWEEN CITY OF FLATONIA, AS LESSOR, AND ROSEWOOD RESOURCES, INC., AS LESSEE.

1. ***This Exhibit A Takes Precedence.*** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, the following provisions shall apply as an exhibit to the foregoing Oil, Gas and Mineral Lease, and shall be in force and effect as a part of said Lease. In the event of a conflict between the provisions contained in this Exhibit "A" and the provisions as stated on the printed lease form, the provisions in this Exhibit "A" shall prevail.

2. ***Liquids and Gas Only.*** Notwithstanding any provision in this Lease to the contrary, it is hereby agreed between Lessor and Lessee that this Lease covers only oil, gas, and associated hydrocarbons, as well as sulphur, all in liquid, gaseous or vaporous forms or state, which can or may be produced through the bore of a well. No other minerals or substances including, but not limited to, iron ore, coal, lignite, bentonite and gravel or any other hard minerals shall be covered hereby.

3. ***Additional Property.*** This lease also covers (a) any and all accretions to the above described lease premises; (b) any and all unused small or nominal strips or parcels of land contiguous or adjacent to the above described lease premises, and which are owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument, or as to which Lessor has preferential right of acquisition; and (c) any and all lakes, rivers, streams, roads, easements and right of ways now or hereafter owned or claimed by Lessor which traverse or adjoin any of the above described lease premises. It is not the intent of the foregoing provision to effect a lease of any large tracts of land, which are capable of being separately described, but which are not specifically described as part of the leased premises.

4. ***Further Acts.*** Lessor and Lessee acknowledge that for the consideration paid herein, they agree to execute, if applicable, any instruments to clarify the full mineral interest leased, property description and/or acreage content of the lands leased herein. It is further agreed and understood, if applicable, that the Lessors and their predecessors, ancestors, and/or heirs in title, agree to execute respective agreements necessary to acknowledge, ratify, quitclaim, subordinate and/or clarify the full mineral ownership of the lands leased herein pursuant to the numerous conveyances transferring interest in and to the acreage leased herein.

5. ***Counterparts.*** This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this agreement and the failure of any party named herein as Lessor to sign this agreement shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof. For convenience in recording, the Lessor hereby authorizes the Lessee to detach the signature pages and the acknowledgment pages from any counterpart of this Lease, attach them to a single counterpart and record them together as a single instrument.

6. ***Geographic Pugh Clause.*** Notwithstanding anything to the contrary herein contained, when a pooled unit or units are created, either by governmental authority or by voluntary action of the parties, or by Lessee pursuant to the terms of this Lease, which include all or a portion of the Leased Premises, drilling operations, payment of shut-in gas royalty or production from the pool, sand, or formation for which such unit or units were created, all as defined by said governmental authority, or by said voluntary unitization agreement, or by said pooling declaration, shall maintain this Lease in force after the expiration of the primary term, but only as to that portion of the Leased Premises included in said unit or units, regardless of whether said drilling operations or production are on or from the Leased Premises. As to any portion or portions of the Leased Premises not included in the geographic boundaries of the pooled unit or units, this Lease shall terminate at the end of the primary term (as defined herein).

7. ***Shut In Royalty Limitation.*** Notwithstanding any provision in this Oil, Gas and Mineral Lease to the contrary, Lessee cannot hold this lease under the shut-in royalty provision for more than two (2) years in the aggregate beyond the primary term of this lease or any extension.

8. ***Lease Memorandum.*** Lessor and Lessee agree that, at Lessee's option, Lessee may decide not to record this Lease in the public records, but may decide to record a Notice of Lease. In the event that the Lease is recorded, this Exhibit A shall be recorded with it, and together this Lease and this Exhibit A shall be considered to be one document.

9. ***Operations.*** Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing completion, reworking, re-completing, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals permitted by the lease, excavating a mine, production of oil, gas, sulphur or other mineral permitted by this lease, in paying quantities.

10. ***Free Royalty.*** It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of

producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and such other products produced hereunder to transform the product into marketable form.

**11. Depth Severance.** At the expiration of the primary term or cessation of continuous development as provided herein, whichever is later, this Lease shall terminate as to all depths and horizons greater than 100 feet below the base of the deepest formation to which a well has been drilled and found to be capable of production in paying quantities.

**12. Horizontal Pooling.** If the well is a Horizontal Drainhole Well, then the pooling size will be the greater of (x) 640 acres plus a maximum acreage tolerance of 10%, or (y) 40 acres plus an additional amount of acreage equal to 40 acres for each 330 feet of horizontal displacement of the well bore between the first and the last Take Points.

**13. Land Use: (Reference herein to Lessor also refers to surface owner)**

A. Should Lessor or tenants on the leased premises suffer loss of, or damage to, crops, trees, turf, livestock, water wells, fences, roads, other personal property, buildings or other improvements, as a result of operations of Lessee under this lease, Lessee agrees to pay Lessor or such tenants the actual amount of their said loss or damage.

B. Within a reasonable time, Lessee shall fill all pits made by Lessee upon the leased premises, level off all mounds made by Lessee upon the lease premises, and remove all debris and rubbish placed by Lessee upon the leased premises. Upon cessation of use thereof by Lessee, it will notify Lessor of such cessation and at the option of the Lessee will leave on the premises as part of the property of Lessor all cattle guards, water wells, bridges and roads placed thereon by Lessee, its successors or assigns. An oilfield gate shall be placed at the entrance onto the lease premises through which the Lessee will have access to the premises with regard to any well being drilled on the lease premises or land pooled therewith. Said oilfield gate shall be kept closed and locked at all times except during times of entrance by Lessee, its agents and parties operating under the Lessee, or by Lessor with permission from Lessee. Lessee agrees to maintain all roads and paths upon which it travels in a condition which is as good as or better than the condition of such road or pathway prior to Lessee's entry upon the above-described tract. Lessee will use its best effort to build roads in a location as to least affect the surface of the lease premises. While a drilling rig is on location Lessee must post a 24-hour guard at its point of entry to the leased premises to prohibit entry to the property by unauthorized persons.

C. The well equipment and location shall be kept as clean as possible at all times, and roads used by Lessee should be kept in good state of repair. If Lessor inspects any meters or any other production equipment, Lessor is doing so at Lessor's own risk and Lessor assumes all liabilities for any damage or loss caused by Lessor's actions.

D. Notwithstanding the general terms of grant contained in this lease, the Lessee is not given the right to erect or maintain refining facilities, or any other extraction or treating facilities on the leased premises unless directly related to the production, treatment, and recovery of oil, gas, sulphur, and other leased minerals from this lease or from land pooled therewith.

**14. Other Provisions.** Neither Lessee, nor its agent, employees or contractors shall be permitted to bring firearms, alcohol or dogs or do any hunting or fishing upon the lease premises.

**15. Removal of Equipment.** All equipment owned by Lessee must be removed from the leased premises within a reasonable amount of time after the termination of this lease. Under no circumstances should the same become the property of Lessor.

**16. Surface Damages.** Lessee shall pay to Lessor surface damages in the amounts set forth below:

A. Two Thousand and Five Hundred Dollars (\$2,500.00) per acre covered by any Drilling Pad placed, used or occupied by Lessee. Such Drilling Pads shall not exceed six (6) acres each in area.

B. One Thousand and No/100 Dollars (\$1,000.00) per acre otherwise utilized by Lessee, or covered by any roads, access ways, ditches, canals, other rights of way or structures placed or used by Lessee on the Leased Premises.

**17. Pipelines.**

A. Lessee may construct pipelines and flowlines as necessary to transport oil, gas and other hydrocarbon and non-hydrocarbon substances produced from the leased premises and/or lands pooled therewith and maintain such easements on and across the leased premises as necessary to service and maintain them. Lessee agrees to pay Lessor damages in the amount of One Thousand and No/100 Dollars (\$1,000.00) per acre for all pipelines constructed on the leased premises and damages and right of way acquisition in the amount of One Thousand and No/100 Dollars (\$1,000.00) per acre for all pipelines constructed on the unleased premises.



- B. Lessee agrees to bury all pipelines with a cover of at least thirty-six (36") inches from the top of the pipe to the surface of the ground and to place all pipeline improvements below the surface outside of Drilling and Production Pads. Lessee agrees to "double ditch" all pipeline trenches. The top soil will be placed to one side and in backfilling the ditch, the top soil will be replaced on top of the backfill after the construction.

**18. Cross Unit Wells.** In addition to the creation of pooled units as provided for in this lease, Lessee may, at its option, drill Cross Unit Wells. For the purpose of computing the royalty to which owners of royalties and payments out of production are entitled on production of oil or gas from a Cross Unit Well, there shall be allocated to each pooled unit containing Take Points in a Cross Unit Well a pro rata portion of the production from the Cross Unit Well, which pro rata portion is equal to the total production from the Cross Unit Well multiplied by a fraction, the numerator of which is the Productive Drainhole Length in the applicable pooled unit and the denominator of which is the total Productive Drainhole Length in the Cross Unit Well. The portion of the production from a Cross Unit Well allocated to a pooled unit containing this lease shall be further allocated to the owners of royalties and payments out of production under this lease as provided for in paragraph 6 hereof. Operations on or production from a Cross Unit Well shall be deemed to be operations on or production on this lease. For the purposes of this agreement, "Cross Unit Well" means a Horizontal Drainhole Well with Take Points in: (x) two or more pooled units, or (y) a pooled unit and one or more leases not included in such pooled unit, "Take Point" means any point along a horizontal wellbore where oil or gas can be produced in the wellbore from the reservoir or field interval in question, and "Productive Drainhole Length" means the horizontal length of the wellbore path that begins at the first Take Point and runs along the actually surveyed path of the wellbore to the last Take Point. This length will be determined by an "as drilled" survey performed after the cross-unit well is drilled and completed.

**19. Option to Extend.** Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) year period. This option may be exercised by Lessee at any time during the primary term of the lease by payment to the Lessor of \$400.00 per net mineral acre. Should this option be exercised as herein provided, then this lease shall be considered for all purposes as having a primary term of five (5) years.

**20. No Surface Operations.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LESSEE SHALL NOT CONDUCT ANY SURFACE OPERATIONS OF ANY KIND ON THE SURFACE OF THE LEASED PREMISES (INCLUDING, BUT NOT LIMITED TO, DRILLING OPERATIONS, CONSTRUCTION OF ROADS, CONSTRUCTION OF PIPELINES, DRILLING OF WATER WELLS, CONSTRUCTION OF ELECTRIC POWER LINES, ETC.), UNLESS CONSENT IS GIVEN BY LESSOR OR THEIR SUCCESSORS OR ASSIGNS, WHICH WILL BE GIVEN IF SUCH CONSTRUCTION DOES NOT INTEREFERE WITH LESSEE'S USE OF THE PROPERTY AND WHICH WILL NOT OTHERWISE BE UNREASONABLY WITHHELD.

LESSOR:

City of Flatonia

\_\_\_\_\_

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

Its: \_\_\_\_\_

LESSEE:

Rosewood Resources, Inc.

\_\_\_\_\_

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

Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Flatonia.

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_,  
as \_\_\_\_\_ of Rosewood Resources, Inc.

\_\_\_\_\_  
Notary Public, State of Texas