

Notice of Flatonia City Council Regular Meeting

In accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code, Notice is hereby given that a City Council Meeting will be held in the City Hall Council Chambers located at 125 E. South Main St., Flatonia, Texas, for the purpose of considering the following agenda items:

Regular Meeting Agenda **Tuesday, July 8, 2025, at 6:00 p.m.**

Opening Agenda

1. Call to Order
2. Invocation & Pledge
3. Citizen Participation

*The City Council welcomes public comments on agenda or non-agenda items. Speakers must fill out the citizen comment form before speaking and deliver to the City Secretary. Citizens will be called forward to speak when the Council considers an item; otherwise, you will be called forward to speak at this time. Speakers are limited to five (5) minutes each. **Note:** State law prohibits the City Council from responding to items discussed during public comments and items that are not on the agenda.*

Reports

1. Fire Chief
2. Police Chief
3. Utility Director
4. Code Enforcement
5. City Manager Report

Consent Agenda

Consider and take appropriate action on the following items:

1. Minutes from the Regular City Council meeting held on June 10, 2025.
2. Financial reports from July 2025.
3. Consider and take appropriate action on the Hotel Occupancy Tax reports for Quarter 2 2025 from Flatonia Chamber of Commerce, Special Projects, and EA Arnim Archives and Museum.

Discussion Agenda

1. Discuss parking concerns along North Main Street (US Hwy 90) and the possibility of developing a City Ordinance creating 15-minute parking spaces along the north side of North Main Street.

New Business

1. Consider and take appropriate action on approving a list of City records for destruction.

2. Consider and take appropriate action on approving the proposed projects from the Parks Committee and proceed with LCRA Grant Application.
3. Consider and take appropriate action concerning past actions and current revisions to the lease agreement between the City of Flatonia and the American Legion of Flatonia and provide direction to the City Manager for completing negotiations and finalizing the terms and conditions.

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 **July 3, 2025, 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

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:

Date and Time

Jacqueline Ott, City Secretary



FLATONIA FIRE & RESCUE

216 W North Main St, Flatonia, TX 78941

June 2025 Monthly Report

To: Flatonia City Council

From: Flatonia Fire & Rescue

Subject: June 2025 Monthly Report

Mid-year Update:

Calls of Service:

There were 19 calls for service in June, bringing the total to 80 calls from January to June, 2025. The breakdown of calls is attached, along with the breakdown of hours.

Department Training:

The department trained on FF1 basic skills associated with all three truck types, grass/tenders/and engine in June.

Roster Update:

Two members have retired this year, Paul Jasek and Richard Young. A third member also quit, Nicholas w. 16 members are currently on the active firefighter roster, with five of these personnel on probation. Four members are on the support side of the department.

Financial Update:

A mid year financial breakdown will be provided by the end of the month, with a proposed budget, in accordance with the contract.



FLATONIA FIRE AND RESCUE, INC.

P. O. BOX 95
FLATONIA, TEXAS 78941
(361) 772-3857

ROSTER

Firefighters:

399 Chris Swenning, *Fire Chief, President*
398 Mark Todd, *Assistant Chief*
397 James Robinson, *Assistant Chief*
393 AJ Rice, *Engine Captain*
392 Bobby Ivy, *Wildland Captain*
389 Adam Baker
384 Brenndan Deffendall
383 Greg Vrana, *At-Large Board Member*
382 Erica Carillo*
379 Jose F Hernandez*
376 Casey Ring, *Treasurer*
375 Jay Kolbe*
373 Chris Hughes*
371 Rick Rios*
368 Pedro Hernandez
363 Ty Ponder

Support members:

396 DeDe Elliott, *Administrator, Secretary, Safety Officer*
394 Rick Todd, *Vice President*
388 Christian Castillo
387 Phillip Ramirez

Authorized to Mobilize:

399 - 390

Class B Drivers:

Mark Todd
Greg Vrana
Bobby Ivy
Ty Ponder

* indicates a member on probation

Station 1
216 West North Main

Station 2
205 East South Main

Updated July 1, 2025

Flatonia Fire and Rescue

Flatonia, TX

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Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Count | Start Date: 01/01/2025 | End Date: 12/31/2025

PERSONNEL	COUNT	PERCENTAGE
<u>Ring, Casey Meador</u>	58	72.50 %
<u>Robinson, James G</u>	49	61.25 %
<u>Deffendall, Brenndan</u>	43	53.75 %
<u>Swenning, Chris</u>	42	52.50 %
<u>Baker, Adam</u>	39	48.75 %
<u>Todd, Mark R</u>	38	47.50 %
<u>Vrana, Greg</u>	38	47.50 %
<u>Rice, Anthony J</u>	37	46.25 %
<u>Hernandez, Pedro</u>	32	40.00 %
<u>Hernandez, Jose F</u>	28	35.00 %
<u>Ivy, Bobby</u>	23	28.75 %
<u>Jasek, Paul</u>	21	26.25 %
<u>Carrillo, Erica</u>	12	15.00 %
<u>Kolbe, Jay</u>	5	6.25 %
<u>Rios, Ricardo</u>	5	6.25 %
<u>Wishert, Nicholas</u>	3	3.75 %
<u>Castillo, Christian</u>	2	2.50 %
<u>Ponder, Ty</u>	2	2.50 %
<u>Ramirez, Phillip</u>	2	2.50 %
<u>Hughes, Chris</u>	1	1.25 %
Sum of Individual Responses	480	
Total Incidents for Date Range	80	

Includes incidents where personnel responded to on or off an apparatus. Only REVIEWED incidents included.



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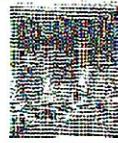
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Flatonia Fire and Rescue

Flatonia, TX

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Personnel Hours for Incidents for Date Range (Not Payroll Related)

Start Date: 01/01/2025 | End Date: 12/31/2025

PERSONNEL	TIME SPENT ON INCIDENTS (Hours:Minutes Dispatched to Cleared Scene)
Baker, Adam	39:17
Carrillo, Erica	7:00
Castillo, Christian	5:16
Deffendall, Brenndan	35:17
Hernandez, Jose F	20:21
Hernandez, Pedro	27:41
Hughes, Chris	
Ivy, Bobby	27:25
Jasek, Paul	11:16
Kolbe, Jay	6:09
Ponder, Ty	1:26
Ramirez, Phillip	7:37
Rice, Anthony J	35:52
Ring, Casey Meador	53:18
Rios, Ricardo	11:28
Robinson, James G	44:52
Swenning, Chris	36:17
Todd, Mark R	40:05
Vrana, Greg	38:54
Wishert, Nicholas	5:36
Young, Richard	
Total:	455:07

Only Personnel responding to incidents on an apparatus included. Only REVIEWED incidents included.



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Flatonia Fire and Rescue

Flatonia, TX

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Incident Type and Street Name for Date Range

Incident Status: All | Start Date: 01/01/2025 | End Date: 12/31/2025

Incident Date	Address	Incident Type
01/01/2025	E 4th Street, Flatonia, TX, TX 78941	Smoke or odor removal
01/01/2025	Hwy 90 @ Gonales County Line, Flatonia, TX 78941	Dispatched & cancelled en route
01/05/2025	N Hwy 95, Flatonia, TX 78941	Dispatched & cancelled en route
01/05/2025	IH10 & MM 663, Flatonia, TX 78941	Passenger vehicle fire
01/09/2025	IH10 & MM 657 EB, Flatonia, TX 78941	Dispatched & cancelled en route
01/12/2025	Old Hallettsville Rd, Flatonia, TX 78941	Outside gas or vapor combustion explosion
01/12/2025	S Hwy 95, Flatonia, TX 78941	Grass fire
01/13/2025	Old Waelder Road, Flatonia, TX 78941	Medical assist, assist EMS crew
01/15/2025	West County Line Road, Flatonia, TX 78941	Chemical spill or leak
01/16/2025	S La Grange St, Flatonia, TX 78941	Service Call, other
01/17/2025	IH10 & MM 664 EB, Flatonia, TX 78941	Dispatched & cancelled en route
01/20/2025	Armstrong Dairy Rd, Flatonia, TX 78941	Dispatched & cancelled en route
01/21/2025	5th Street, Flatonia, TX 78941	Road freight or transport vehicle fire
01/24/2025	N Knezek, Flatonia, TX 78941	Grass fire
01/25/2025	IH 10 EB, Flatonia, TX 78941	Fire, other
01/26/2025	Stryk Konezek Rd, Flatonia, TX 78941	Fire, other
02/01/2025	FM 2762, Flatonia, TX 78941	Grass fire
02/07/2025	E Parker Road, Flatonia, TX 78941	Dispatched & cancelled en route
02/08/2025	Armstrong Dairy Rd, Flatonia, TX 78941	Medical assist, assist EMS crew
02/14/2025	FM 2762, Flatonia, TX 78941	Medical assist, assist EMS crew
02/14/2025	FM 609 & Farek Loth Road, Flatonia, TX 78941	Fire, other
02/20/2025	IH10 & MM 661, Flatonia, TX 78941	Grass fire
02/22/2025	N Congress, Flatonia, TX 78941	Dispatched & cancelled en route
02/25/2025	N. Converse, Flatonia, TX 77941	Dispatched & cancelled en route
02/25/2025	609 and Frontage Road, Flatonia, TX 78941	Medical assist, assist EMS crew
02/28/2025	County Road 256, Flatonia, TX 78941	Grass fire
03/03/2025	W N Main St & Faires, Flatonia, TX 78941	Medical assist, assist EMS crew
03/04/2025	E 11th Street, Flatonia, TX 78941	Fire, other
03/06/2025	W Parker Road, Flatonia, TX 78941	Grass fire
03/09/2025	N La Grange St, Flatonia, TX 78941	Smoke scare, odor of smoke
03/13/2025	N Hwy 95, Flatonia, TX 78941	Building fire
03/15/2025	US 90 West, Flatonia, TX 78941	Fire, other
03/15/2025	County Line Rd, Flatonia, TX 78941	Grass fire
03/15/2025	FM 609 & FM 2237, Flatonia, TX 78941	Outside rubbish fire, other
03/15/2025	FM 1115, Flatonia, TX 78941	Outside rubbish fire, other
03/16/2025	IH 10 EB, Gonzales County Line, Flatonia, TX 78941	Steam, vapor, fog or dust thought to be smoke
03/22/2025	E US 90, Flatonia, TX 78941	Power line down
03/24/2025	IH10 Frontage & Old Waelder Rd, Flatonia, TX 78941	Fire, other
03/25/2025	S Knezek Rd, Flatonia, TX 78941	Medical assist, assist EMS crew
03/27/2025	9th & Hackberry, Flatonia, TX 78941	Fire, other
04/02/2025	S Market, Flatonia, TX 78941	Medical assist, assist EMS crew

Lists the Incident Date, Street Name (including City, State, Zip), and Incident Type of incidents occurring within the given Date Range. Only Reviewed incidents are included.



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04/08/2025	Brown Road, Flatonia, TX 78941	Grass fire
04/11/2025	N La Grange, Flatonia, TX 78941	Motor vehicle accident with no injuries.
04/13/2025	SE Railroad Street, Waelder, TX 78959	Dispatched & cancelled en route
04/14/2025	Mulberry Street, Flatonia, TX 78941	Dispatched & cancelled en route
04/15/2025	IH10 Feeder WB, Flatonia, TX 78941	Dispatched & cancelled en route
04/19/2025	IH 10 & FM 609, Flatonia, TX 78941	Motor vehicle accident with no injuries.
04/21/2025	IH10 & FM 609, Flatonia, TX 78941	Medical assist, assist EMS crew
04/26/2025	County Road 504, Waelder, TX 78959	Grass fire
04/30/2025	State Hwy 95, Flatonia, TX 78941	Passenger vehicle fire
05/07/2025	609/La Grange St, Flatonia, TX 78941	Vicinity alarm (incident in other location)
05/09/2025	E North Main, Flatonia, TX 78941	Dumpster or other outside trash receptacle fire
05/09/2025	Hwy 90, Flatonia, TX 78941	Extrication of victim(s) from vehicle
05/11/2025	IH10 EB & MM 668, Flatonia, TX 78941	Grass fire
05/11/2025	County Road 4020, Gonzales Co, Waelder, TX 78959	Building fire
05/12/2025	Hwy 90 & Knezek Rd EB, Flatonia, TX 78941	Motor vehicle accident with injuries
05/14/2025	W US Hwy 90, Flatonia, TX 78941	Dispatched & cancelled en route
05/14/2025	IH 10 & MM 657 WB, Flatonia, TX 78941	Grass fire
05/14/2025	IH10 & MM 658, Flatonia, TX 78941	Outside rubbish fire, other
05/21/2025	IH10 & MM 657 WB, Flatonia, TX 78941	Dispatched & cancelled en route
05/24/2025	IH10 & MM 666, Flatonia, TX 78941	Road freight or transport vehicle fire
06/05/2025	IH10& MM 657/8 EB, Flatonia, TX 78941	Dispatched & cancelled en route
06/06/2025	IH10 & MM 658, Flatonia, TX 78941	Dispatched & cancelled en route
06/08/2025	IH10 & MM 663 EB, Flatonia, TX 78941	Motor vehicle accident with no injuries.
06/10/2025	IH10 & Strick Rd, MM 667, Flatonia, TX 78941	Smoke scare, odor of smoke
06/14/2025	FM 2237 West of 609, Flatonia, TX 78941	Dispatched & cancelled en route
06/14/2025	State Hwy 95 & Scotts School R, Flatonia, TX 78941	Chemical spill or leak
06/14/2025	Branecky Rd & Hwy 90, Flatonia, TX 78941	Smoke scare, odor of smoke
06/17/2025	IH10 & Hwy 95, Flatonia, TX 78941	Motor vehicle accident with no injuries.
06/20/2025	I-10 /609, Flatonia, TX 78941	Motor vehicle accident with injuries
06/21/2025	I10/668, Flatonia, TX 78941	Road freight or transport vehicle fire
06/21/2025	3235 609, Flatonia, TX 78941	Medical assist, assist EMS crew
06/22/2025	36 E I-10 Frontage Rd, Flatonia, TX 78941	Fire, other
06/22/2025	479 CR 419, Flatonia, TX 78941	Building fire
06/23/2025	2762 / I10, Flatonia, TX 78941	Dispatched & cancelled en route
06/24/2025	E Hwy 90 Jurek, Flatonia, TX 78941	Smoke scare, odor of smoke
06/25/2025	FM609, Flatonia, TX 78941	Motor vehicle accident with injuries
06/25/2025	I-10 EB 668, Flatonia, TX 78941	Dispatched & cancelled en route
06/25/2025	IH-10 MM 655, Flatonia, TX 78941	Dispatched & cancelled en route
06/30/2025	3000 S US 95, Flatonia, TX 78941	Trash or rubbish fire, contained
Total incidents: 80		

Lists the Incident Date, Street Name (including City, State, Zip), and Incident Type of incidents occurring within the given Date Range. Only Reviewed incidents are included.



UTILITIES DEPARTMENT

Jack Pavlas, Utility Director
625 W US Highway 90
PO Box 329
Flatonia, TX 78941

Phone: 361-865-3548
Email: jpavlas@ci.flatonia.tx.us

June 2025 Report

6/1

- Trouble with filtration control on water plant #3. Reset control unit. Watch closely until tanks refilled.

6/2

- Dig up low area where sewer issues occurring. Found damaged tap. Replace section of 8" pipe.

6/3

- Make sewer tap of existing service, bed in pipe, cover up, lay in base, haul spoil.
- Replace p-trap on sink @ city hall.
- Cover up ruts in a pasture on Mulberry Creek Rd during power outage.
- Clear area for trucks to back up to pond #1 when sludge removal starts.

6/4

- Take water samples to lab in Schulenburg.
- Trim trees near electrical lines in Praha. Chip limbs.
- Pick up 2 loads of sand for sewer line replacement on Market St.

6/5

- Work on Mill St. south of 1st.
- Patching

6/6

- Finish putting in base on Mill St.
- Work on filling metal recycling roll off.
- Touch up walking trails.

6/9

- Work on 3rd St. between Market & Penn.
- Disconnect elect. Service for upgrade on Hwy 90W.
- Meet with LCRA to plan outage for switch replacement in the substation.

6/10

- Take outage at the substation to change out 2 switches on the structure from FL 50 breaker (east feeder).
- Work on 3rd St between Penn & Market.
- Repair water leak in Oak Hill Cemetery.
- Cut ditch behind the civic center.
- Flushing.

6/12

- Clear brush around pole on the south feeder.
- Check AC not working at city hall. Found locked compressor. Get info to South Central for replacement unit.
- Read meters.

6/13

- Read meters.
- Terex repaired Hi Ranger.

6/14

- Call on power outage on 90 E. Reset recloser, remove part of fallen tree.
- Call from FCSO, fire on Branecky Rd. Trim trees causing phases to slap.
- Call to power line down by Carefree Inn. Car hit pole and caused a phase to drop. Splice wire, replace fuse.

6/16

- Meter rereads
- Start on sewer line replacement on S. Market, between 1st & 2nd.

6/17

- Meter rereads
- Work on sewer line on S. Market.
- Check meter set on Branecky Rd not working. Order part.
- Trim electrical ROW on 90W near Branecky Rd.

6/18

- Meter rereads
- Work on sewer line on S. Market.
- After hours call for power out on Hwy 95S. Squirrel

6/20

- Change out burned transformer on a meter set on Branecky Rd.
- Work on sewer line on S. Market.

6/21

- Call for power out on Faires & 1st. When crew arrived, was informed power came back on.

6/23

- Change out breaker panel by the AC units @ city hall. Buss bar was burned.
- Work on sewer line on S. Market.
- Call out for limb breaking off & holding on secondary on Market St. near 6th.

6/24

- Work on sewer line on S. Market.
- Trimming trees on Hwy 90 W.
- Power outage in Engle. Snake in line fuse.

6/25

- Work on sewer line on S. Market.
- Sign contractor drilled into a 6" water line on N. Mesquite. Repaired.
- Set a meter pole for a customer on Hackberry St.

6/26

- Mark grave in Oak Hill.
- Work on sewer line on Market St.

6/27

- Finish sewer line on Market St. between 1st & 2nd
- Trim electrical ROW's on Hwy 90.

- Mark sewer & water lines on Hwy 90 from W 7th to E. Old Spanish Trail.

6/30

- Chip limbs on Colorado St.
- Start rework on 4th St. by the Catholic Church.
- Evening call out to power outage off of Mulberry Creek Rd. Line fuse down, unknown cause.



CODE COMPLIANCE OFFICE

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

Phone: 361-865-3548
Email: code@ci.flatonia.tx.us

To: Flatonia City Council
From: Araceli Mancilla DeHernandez
Subject: Monthly report
Date: June 2025

Compliance Report Summary

- Citizen Concerns/Complaints-
- Field Investigation Spots- 5

Letters sent for:

- Tall grass/weeds –3
- Trash/debris –
- Buildings/structures –
- Junk vehicles – 1
- 2nd notice -
- Zoning Ordinance- 1
- Prohibited fowl-
- Prohibited discharge -

Notes:

- There have been 2 filed closed successfully.
 - Debris removal-
 - Overgrown grass/weeds- 2
 - Building moved/or demolish-
 - Prohibited fowl--
 - Junk Vehicles-

CODE COMPLIANCE OFFICE
MONTHLY REPORT
June 2025

Initial Date	Deadline for Completion	Date for Completion	Date of 1st Letter	Date of 2nd Letter	Next Action	Notes
6/4/2025	6/19/2025		6/4/2025			dual-feed needs to be removed. It's a safety hazard to our city crew
6/6/2025	6/13/2025	6/20/2025	6/6/2025			overgrown grass
6/6/2025	6/10/2025		6/6/2025			RV needs to be unhooked on our end
6/6/2025	6/13/2025	6/20/2025	6/6/2025			overgrown grass
6/30/2025	7/7/2025		6/30/2025			overgrown grass

City Manager's Report

To: Mayor Seale & City Council

CC: Staff

From: Ray Miller, City Manager

Date: July 8, 2025

Planning and Zoning:

- a) The Regular meeting of the P&Z was "cancelled" and rescheduled for July 21, 2025
- b) The reason for the rescheduling of the meeting, was to meet the required posting and notification requirements for the review and consideration of a Conditional Use Permit for 1025 East Old Spanish Trail.
- c) P&Z was provided Chapter 14A "Zoning" of the Code of Ordinances
- d) Staff briefly discussed the Zoning Ordinance with P & Z, asked them to review it and provide any comments or questions about the Zoning Ordinance.
- e) Next P & Z meeting will be on Monday, July 21, 2025, at 6:00pm

Economic Development:

- a) EDC meeting was held on Monday, June 16, 2025 at 6 pm.
- b) Main items for discussion and consideration:
 - a. Presentation of the advertising commercial rough cut, which was well received by the EDC.
 - b. Review of Exhibit A – potential projects list
 - c. Consideration and action on approving a photo for the upcoming advertisement in Texas Highways Magazine. A final phot shoot for the picture is being scheduled.
- c) Next EDC Meeting will on Thursday, July 17, 2025 at 6:00pm

Code Enforcement:

- a) Araceli submitted a report.

Road Construction:

- a) Jack and Steve will report.

Utility Projects:

- a) Jack and Steve will report.

Parks:

- a) The Parks meeting was held on Wednesday, June 25, at 6 pm.
- b) Discussed updates on TPWD Grant
- c) Discussed projects to be included in the next LCRA Grant application which opens July 1, 2025.
 - 1. Sunshades for the Splash Pad
 - 2. Sunshades for the Swimming Pool
 - 3. Installation of the bridge to join the trails
- d) Also discussed potential budget requests for the FY 25-26 Budget

Administration:

- a) Getting familiar with City Staff and the various operations of the city.
- b) Reviewing various ordinances and policies
- c) Getting out to meet some of the business owners in the community
- d) Accompanied the Mayor in attending the check presentation ceremony with the General Land Office.
- e) Participated in a TEAMS meeting with TxDOT Yoakum District regarding the planned signal upgrades at the intersection of US Hwy 90 and SH -95. Improvements would consist of new metal poles, metal mast arms, pedestrian signals and striped pedestrian cross walks. The project is currently in the planning stages, and a start date has not been specified.
- f) Met with representatives from the American Legion to discuss past and current work orders.
- g) Was made notified that on Saturday, June 26, 2025 that the main AC unit at the American Legion Hall stopped working. There was a scheduled event at this time at the American Legion Hall. Staff has reached out to South Central Electric about repair or replacement of the unit.
- h) Attended Lion's and Rotary Club Meetings
- i) Meeting with LCRA Economic Development Representative on July 2, 2025. The representative gave some insight into economic development training as well as other resources that might be useful to the City of Flatonia.
- j) Participated in the Parks and P&Z Meetings.
- k) Met with the Flatonia Volunteer Fire Department Chief
- l) Participated in a TEAMS Meeting regarding the change of purchasing cards for the City of Flatonia. Through a state contract the City of Flatonia currently has purchasing cards issued by Citibank. The State of Texas is changing to US Bank.
- m) Attended Czhillispiel meeting held on Tuesday, July 1, 2025 at the Civic Center

Financial Report:

- a) Le Ann worked diligently on the mid-year budget review, bank reconciliation, and sales tax reports. She will begin budget talks with the City Manager and department heads later this month.
- b) The auditor placed us in their queue. The projected start for the Fiscal Year 2023 audit is late July.

CITY OF FLATONIA CURRENT PROJECT LIST

- a) Flatonia Youth Sports Association was awarded the LCRA grant. They have begun their soccer field project and will work with Jack to coordinate the necessary items from the City.
- b) The next grant update was held on June 4, 2025, at 10 am.

24-9174 FLATONIA HMGP DR-4781 AND DR-798

The grant application has been submitted. The project is to add an emergency generator at the police station/fire department building.

TEXAS PARKS & WILDLIFE

- a) The City of Flatonia received confirmation by email on May 22nd that the grant has been awarded.

- b) Staff have been responding to various emails from TPWD regarding required documents for the Grant Process.
- c) Langford Community Management is working on an environmental questionnaire that is required for the grant.
- d) The project is to add connecting trails between 7 Acre Park and McWhirter Park and to pave the trail.

23-8858 FLATONIA GLO MOD 24-065-159-F074

- We received confirmation of grant award in the amount of \$3,022,400. A kickoff meeting was held with representatives from the GLO, BEFCO, Langford Community Management and city staff on Tuesday, June 4, 2025. The Kickoff Meeting was mainly to go over the various aspects of the contract with GLO. The projects included are as follows:
 - a) Water Well 13 (to be located at Water Plant #3 and replace well 10)
 - b) HWY 90\Railroad Bore\Converse Water Line (Includes RR Bore)
 - c) Interconnect Water Line Improvements (Includes RR Bore)
- The City of Flatonia has received a notice from Langford Community Management that the GLO has given the “green light” to move forward with the project(s).

23-8710 FLATONIA 23/24 TXCDBG CDV23-0369

There are no changes to report for this grant. The project is to replace booster pumps at Water Plant #3.

**Flatonia City Council
Regular Meeting Minutes
June 10, 2025, at 6:00 p.m.**

Present

Mayor	Travis Seale
Mayor Pro Tem	Ginny Sears
Council	Allen Kocian
	Josh Homan
	Kevin Laney
	Jeff Brazill
City Manager	Ray Miller
City Secretary	Jacqueline Ott
City Attorney	Barbara Boulware-Wells
Utility Director	Jack Pavlas
Utility Supervisor	Steve Cobler
Fire Chief	Chris Swenning
Police Sergeant	Trey Tunis

Absent

Police Chief	Lee Dick
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Call to Order

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

Invocation and Pledge of Allegiance

Councilman Kocian led the invocation and pledges.

Citizen Participation

Mike Whitten spoke on the history of the ownership and lease of the American Legion Post 94 building.

Presentation Agenda

1. Kristen Laney presented the Council with a proposal to become a host city on the Harvest Host app. She has volunteered to manage the listing with direction from the City. She proposed creating four parallel spaces at the rear of the Main Street parking lots. Mrs. Laney explained that the app strictly limits the timeframe of usage from no earlier than 5:00 p.m. until no later than 11:00 a.m. the next morning. The purpose is to bring people to the downtown area and promote business patronage.
2. Mike Patton and Jeff Bednarz presented the Council with a rough cut of the advertising commercial that was filmed by The Board of Directors.

Staff Reports

1. Fire Chief Swenning added that the Flatonia Fire and Rescue has a new certified firefighter.
2. Sergeant Tunis updated the Council on the recent vehicle break-ins at McWhirter Park and gave tips on how to protect yourself from becoming a victim of such a crime.

3. Utility Director Pavlas gave an update on the planned electric outage on June 10th.
4. Councilman Kocian said a citizen complained to him about the overgrown grass at the former Napa building on Highway 609.
5. Mayor Seale updated the Council on the award of the Texas Parks and Wildlife Recreation grant. The grant award is \$375,000 and will be used to pave the walking trails at 7 Acre Park and McWhirter Park. City Manager Miller and Mayor Seale will attend a check presentation ceremony at the Capital Area Council of Governments on June 11th. The presentation is from the General Land Office for a water improvements grant.

Consent Agenda

Consider and take appropriate action on the following items:

1. Minutes from the Regular City Council meeting held on May 14, 2025.
2. Financial reports from May 2025.

Mayor Pro Tem Sears moved to approve the consent agenda items. Councilman Brazill stated there is a mistake in the minutes of the consent agenda. Mayor Pro Tem Sears altered her motion to approve the consent agenda with the correction. Councilman Brazill seconded the motion. The vote was unanimous. Motion passed.

Discussion Agenda

1. Mayor Seale set July 29th at 6:00 p.m. as the first budget workshop for the General Fund.

New Business Agenda

1. Mayor Pro Tem Sears moved to approve setting up a host stop on the Harvest Host app and allowing Kristen Laney to maintain the listing. Councilman Kocian questioned the size of the vehicles utilizing the space. City Attorney Boulware-Wells suggested creating an agreement between Mrs. Laney and the City to outline the agreed-upon terms. Mayor Pro Tem Sears amended her motion to add "as per the agreement between the City of Flatonia and Kristen Laney." Councilman Homan seconded the motion. The vote was unanimous. Motion passed.
2. Councilman Homan clarified that this vote is simply to approve the general feel of the commercial and that the project met the initial objectives. Councilman Homan moved, with a second from Councilman Laney, to approve the film in its current direction. The vote was unanimous. Motion passed.
3. The Council previously voted to approve a draft of the lease agreement in February 2024 and gave the City Manager the authority to negotiate the final version. The item has been brought back to the Council because a final version was never agreed upon, and since then, both the Council and the City Manager have changed. After much discussion, Councilman Homan moved, with a second from Mayor Pro Tem Sears, to table the agenda item. The vote was unanimous. Motion passed.

4. City Manager Miller informed the Council that the Parks Committee recommended two projects for the LCRA grant application: installing a bridge over the drainage creek to make McWhirter Park and 7 Acre Park ADA accessible, and installing low-impact exercise equipment along the walking trail. He has spoken with the City's LCRA liaison to identify weaknesses in the City's previous grant application, and plans to begin gathering information to strengthen the upcoming application. Mayor Seale would like to focus on shading at the pool and splash pad. The Council advised the Parks Committee to gather bids and get a list of projects that would be more beneficial to the community. No action was taken. The item will be placed on the agenda for the next regular meeting.
5. Councilman Homan moved, with a second from Councilman Laney, to approve setting the budget for the sludge removal project at \$458,693. The vote was unanimous. Motion passed.
6. Councilman Brazill asked for clarification on the rates, and City Secretary Ott informed the Council that the City employee benefits are paid for the employee only. Mayor Pro Tem Sears moved, with a second from Councilman Kocian, to approve the Texas Health Benefits rates for Fiscal Year 2026. The vote was unanimous. Motion passed.
7. Councilman Laney moved, with a second from Councilman Kocian, to approve changes to the FEDC budget to create a new line item for Drainage Study and to move \$30,000 from the Business Incentive Program grant line to the Drainage Study line. The vote was unanimous. Motion passed.
3. Councilman Homan moved to remove the agenda item from the table. Councilman Homan moved to suspend the American Legion agenda item to be discussed in the next regular meeting with the Mayor, City Manager, and relevant parties to develop a framework for consideration and presentation at the next regular meeting to enable further refinement. Councilman Brazill seconded the motion. The vote was unanimous. Motion passed.

Adjournment

Mayor Seale adjourned the meeting at 8:59 p.m.

Signed

ATTEST

Travis Seale
Mayor

Jacqueline Ott
City Secretary

E. A. Arnim Archives & Museum

Prepared by Judy Pate

Highlights of 2nd Quarter 2025 Activities:

Visitors:

- Hosted three groups this quarter:
 - Academy of Lifelong Learning from Victoria on April 10
 - Smithville Socialites on April 29
 - Chinese Seaman's Association on May 17
- Heritage visitors to the museum included members of the Perry, Schoenweitz, Wiedemann, Beale, Lafond, Wheeler families and more.

Conservation:

-The Arnim Museum, in conjunction with the Fayette Heritage Museum & Archives, is facilitating the digitization of the Flatonia Argus from 1878 in the Portal to Texas History.

-Special acquisitions this quarter include:

- A booklet of "One Hundred and One Best Songs," 1931, with Flatonia advertising on front and back covers
- Volume of medical notes/treatments/prescriptions kept by Dr. G. W. Allen, Flatonia City Hospital, 1897-1905
- Fan from 1935 Flatonia Fair
- Flatonia Lumber Co. thermometer
- Smith Farms thermometer
- 1916 Flatonia Fair Program
- "Ballard's Guide to Home Entertainment," with Daehne's Drug Store ad on back cover
- A book entitled A Brief History of Texas by D. W. C. Baker published in 1873
- An 1883 receipt from Tuttle & Cockrill, Bankers
- Beaded necklace dating from about 1895
- 1920s era chain metal evening bag
- Manuscript written by Rachel Rosas Delgado entitled "Un Bouquet de Rosas, The Rosas Women: A Family Story"

Other:

- 2nd Quarter Board meeting held June 24.

E. A. Arnim Archives & Museum of Flatonia

2nd Quarter 2025 HOT Tax Income/Expense Report

Balance Forward			\$ 6,943.42
HOT TAX INCOME IN 2nd QUARTER			
City of Flatonia			\$ 7,187.67
Interest Income			\$ 4.13
TOTAL INCOME			\$ 7,191.80
HOT TAX EXPENSES IN 2nd QUARTER			
Utilities			
Electric & Water	\$ 1,046.67		
Telephone & Internet	\$ 186.12		
TOTAL Utilities		\$ 1,232.79	
Wages		\$ 1,977.76	
Payroll Tax		\$ 287.64	
Security		\$ 366.41	
Insurance		\$ 1,179.00	
Office Expenses		\$ 71.69	
Advertising and Promotion		\$ 900.00	
TOTAL EXPENSES			\$ 6,015.29
Balance Forward:			\$ 8,119.93

Flatonia Chamber HOT Report - Q2 - 2025		Expenses	Income
---	--	----------	--------

	Quarterly HOT fund Deposit		\$9,750.00
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Advert, Promo, Marketing	Event Advertising	\$333.00
	Canva Subscription	\$45.00
	Czhilispiel Marketing	\$2,437.50

Utilities & Maintenane	Janitorial Services	\$300.00
	Ulilties (60% total utilities)	\$292.75

Payroll	Chamber Director Payroll (60% total payroll)	\$6,000.00
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		Total:	\$9,408.25	\$9,750.00
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Chamber Weekly Blast - readership has continues to increase during this quarter and includes growth in multiple zip codes.

Online Marketing - Significant increase in our online visibility across multiple social media platforms promoting all that Flatonia has to offer. Offering trainings and resurces for our restaurants and hospitality venues to help increase their online visibility and marketabilityl

Crowfest & Farmers Markets- helped plan and promoted these events

2025

Re: Second Quarter

Beginnning Balance \$5,863.78

\$3,750.00

Expenses

Mowing/cleaning (Rubin Cedillo)	320.00
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April	354.24
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May	103.95
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June	107.88
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Dennis Olsovsky (contract labor)	640.00
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Trips Publications (Schulenburg Visitors G)	315.00
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Trips Publications (Flatonia Visitors G)	600.00
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Fayette County Record (2025 Summer Fun)	495.00
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Mica Waste (port a potty April railfan)	90.12
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Greg Kadlub (curtains & rods)	45.41
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Dennis Olsovsky (cleaning supplies)	23.54
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Total Expenses	\$3,095.14
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Ending Balance **\$6,518.64**

Quarterly Report
Flatonia Rail Museum

April 2025 ---Rail Fan Gathering-Tommy Shults Pavilion

Private tour with Victoria College Continued Seniors Learning

Private tour with Smithville Social Club

May 2025---Muffins & Mufflers (stayed open extended hours)

June 2025---No Special Events

CITY OF FLATONIA

Agenda Summary Form

City Council

Discussion Agenda # 1	Title: Discuss parking concerns along North Main Street (US Hwy 90) and the possibility of developing a city ordinance creating 15-minute parking spaces along the north side of East North Main Street.
Summary: This discussion item has been brought forward based on requests for 15-minute or short-term parking spaces along the north side of North Main Street (US Hwy 90). (Please Attached for more discussion)	
Proposed Motion(s): <input type="checkbox"/> I move to <input type="checkbox"/> I move to _____ _____ _____ _____ _____	
Maker of Motion: _____ Second: _____	
Laney: _____ Homan: _____ Kocian: _____ Brazill: _____ Mayor Seale: _____ Mayor Pro Tem Sears: _____	

CITY OF FLATONIA

Agenda Summary Form

City Council

Title: Discuss parking concerns along North Main Street (US Hwy 90) and the possibility of developing a city ordinance creating 15-minute parking spaces along the north side of East North Main Street.

Discussion: A concern has been raised about the need for short-term or time limited parking spaces along the north side of East North Main Street (US Hwy 90). The issue is that some vehicles are parked along the north side of North Main Street, mainly the section of North Main Street between Market Street and Hudson Street, for extended periods of time (over an hour or even longer) and this can disrupt the availability of parking for some businesses along the north side of North Main Street (US Hwy 90).

As the City Council knows, North Main Street (US Hwy 90) is a TxDOT maintained and controlled facility. However, in discussions with TxDOT, this would not be a TxDOT issue and that the creation of short-term or time-limited parking would be a decision for the City to make. For the City to establish short-term or time-limited parking, the City Council would have to adopt an Ordinance that establishes the location(s) of short-term parking or time-limited parking as well as the time limit for those parking locations. While this may seem like a good option, since it would be a City Ordinance, then there would be an expectation for the City to enforce that Ordinance. Regarding enforcement, the City does not have the ability or the resources to enforce an Ordinance such as this. It would require increased observation of the area to document time of arrival and the length of time in a short-term or time-limited parking space.

Staff understands the concerns of local businesses and the impact that available parking has on those businesses, but it is the staff's opinion that the creation and approval of an Ordinance that specifies the location(s) and time limit for short-term or time-limited parking is really not a viable option at this time.

Another item that has been brought to staff's attention is the lack of properly marked parallel parking spaces along the north side of North Main Street (US Hwy 90). This was also discussed with TxDOT, and they stated that they had no concerns with the marking or stripping of parallel parking spaces along the north side of North Main Street (US Hwy 90). TxDOT stated that the City could mark or stripe parallel parking spaces along the north side of North Main Street (US Hwy 90) if the City decided to do that. The marking or stripping of parallel parking spaces could create more uniform parking along the north side of North Main Street (US Hwy 90) and potentially allow for more parking, since the spaces would be defined. Parallel parking spaces are typically 22' to 26' in length and 8' wide. The striped parking lane along the north side of North Main Street (US Hwy 90) is approximately 11' wide. The marking or striping of parallel parking spaces along the north side of North Main Street (US Hwy 90) could help with some of the parking concerns and a way to show that the City is trying to help with the issue.

Possible Area for Short-Term or Time-Limited Parking



CITY OF FLATONIA

Agenda Summary Form

City Council

New Business Agenda # 1	Title: Consider and take appropriate action on approving a list of City records for destruction.
Summary: This agenda item would be to consider a list of City records that according to Federal and State record retention laws can be destroyed. (Please Attached for more discussion)	
Proposed Motion(s): <input type="checkbox"/> I move to <input type="checkbox"/> I move to approve the list of City records that are eligible for <u>destruction</u> _____ _____ _____ _____	
Maker of Motion: _____ Second: _____	
Laney: _____ Homan: _____ Kocian: _____ Brazill: _____ Mayor Seale: _____ Mayor Pro Tem Sears: _____	

CITY OF FLATONIA

Agenda Summary Form

City Council

Title: Consider and take appropriate action on approving a list of City records for destruction.

Discussion: The retention of official records can vary depending on the type of record and the entity that is involved. In general, records must be retained for a certain period of time to comply with Federal and State laws, regulations, and potential legal or auditing needs. As the City Council may be aware the City of Flatonia has numerous boxes for records that needed to be organized, labeled, and provided a specific retention period or determined that those records would be eligible for destruction.

At the May 14th Regular City Council meeting, the City Council approved a contract with Records Consultants, Inc (RCI) to assist with the City of Flatonia with going through the numerous boxes of records and determining the retention period for those records or which records would be eligible for destruction. RCI would then review all of the boxed or stored records at both City Hall and at the Police Department.

RCI was on site June 30th thru July 2nd and completed the review of the records at City Hall and at the Police Department. RCI processed 128 boxes in total of which 49 boxes were labeled for retention and 78 boxes were labeled for destruction. In processing the boxes, RCI provided labels for each box which provided the following:

- Record Series Number
- Description of the records in the box
- Year(s) of the records
- Retention Year – This is the date that the records would need to be retained for or in some cases the records are labelled as “Permanent” which means that they have to be permanently kept. An example of this is that several of the boxes have a retention date until October 2025. So, in October of 2025 another list of records eligible for destruction will be brought before the City Council.

Recommendation: To approve the list of records that are eligible for destruction.

Disposition Log

Name of Local Government: City of Flatonia

Office/Dept.: City Secretary

Prepared by: Jacqueline Ott

Date: 7/2/2025

Unit Manager Signature:

Date:

Legal Counsel Signature:

Date:

RMO Signature:

Date:

Information from the Records Retention Schedule

Matches corresponding series on schedules adopted by the government or internal amendments, if applicable. Add a description if title does not convey the nature and purpose of the record.

Inclusive Dates
Starting and ending dates of the records to be destroyed under each records series. (MM/YY)

Method and Quantity
R/Recycle (open records only);
S/Shred; D/Delete; A/Archives
Appx. volume of records: ft.,
in., # of boxes, GB, etc.

Approval Date and
Initial
The date of actual
disposition and approval
of each series.

See
Att

Record

Number

Record Series Title

Retention

Period

Start

End

Action

Quantity

Date

Initial

X

5 GR1025-08a
4 GR1025-26a
3 GR1025-26a
2 UT5000-04c
1 UT5000-04c
71 GR1025-08a
61 EL3100-10a
72 GR1000-34a
72 GR1075-04
74 GR1000-38
74 GR1060-16c
74 PWS225-04b
46 UT5000-04c
84 GR1025-28
85 GR1025-26a
86 GR1025-27b
88 UT5000-04c
87 UT5000-04c
92 GR1025-26a
91 UT5000-04c
80 EL3100-10a
80 GR1025-08a

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68	GR1025-27b	5	2013	2018	5	1
68	UT5025-12a	5	2015	2020	5	1
17	UT5000-04c	5	2017	2022	5	1
15	UT5000-04c	5	2014	2019	5	1
20	UT5000-04c	5	2013	2018	5	1
19	GR1025-26a	5	2017	2020	5	1
105	GR1000-46	3	2008	2011	5	1
25	GR1025-26a	3	2021	2024	5	1
13	GR1025-26a	3	2016	2019	5	1
12	GR1025-27b	5	2017	2022	5	1
14	GR1025-27b	5	2013	2018	5	1
24	GR1025-26a	5	2015	2018	5	1
18	GR1025-27b	5	2015	2020	5	1
7	UT5000-04c	5	2014	2019	5	1
6	UT5000-04c	5	2016	2021	5	1
8	UT5000-04c	5	2014	2019	5	1
10	UT5000-04c	5	2018	2023	5	1
9	UT5000-04c	5	2013	2018	5	1

CITY OF FLATONIA

Agenda Summary Form

City Council

New Business Agenda # 3	Title. Consider and take appropriate action on approving the proposed projects from the Parks Committee and proceed with LCRA Grant Application
Summary: This agenda item will be to consider the projects brought forward by the Parks Committee for inclusion in the LCRA Grant Application. The current round of community grant applications through LCRA opened July 1 st and will close July 31 st of 2025. The following projects were discussed and approved at the Parks Committee meeting on Wednesday, June 25, 2025: <ol style="list-style-type: none">1. Bridge to connect the trails in 7-acre Park and McWhirter Park2. Shade structures for the Splash Pad3. Shade structures for the pool4. Additional spraying elements for the Splash Pad	
Proposed Motion(s): <input type="checkbox"/> I move to <input type="checkbox"/> I move to <u>approve the proposed projects from the Parks Committee and proceed with LCRA Grant Application</u> _____ _____ _____ _____	
Maker of Motion: _____ Second: _____	
Laney: _____ Homan: _____ Kocian: _____ Brazill: _____ Mayor Seale: _____ Mayor Pro Tem Sears: _____	

CITY OF FLATONIA

Agenda Summary Form

City Council

New Business Agenda # 3	Title: Consider and take appropriate action concerning past actions and current revisions to the lease agreement between the City of Flatonia and the American Legion of Flatonia and provide direction to the City Manager for completing negotiations and finalizing terms and conditions.
<p>Summary: In early 2023, Flatonia ISD and the City began discussions regarding the transfer of ownership of the ballfields located at McWhirter Park. The baseball field in question is currently included in the lease agreement between the City of Flatonia and the American Legion of Flatonia, as the City owns both the building and land at that location. The first proposed amendment to remove the baseball field from the American Legion lease was presented on June 9, 2023. Since then, the lease amendment has undergone multiple revisions.</p> <p>On February 13, 2024, the City Council voted <i>"to approve the lease amendment agreement between the City of Flatonia and the American Legion of Flatonia, delegating final authority to the City Manager for final changes."</i> However, following that meeting, the American Legion submitted additional revisions and retained legal counsel. An in-person meeting was held on October 21, 2024, but a final agreement was not reached.</p> <p>With a new City Manager and newly elected Council members now in place, Council must decide how to proceed with the most recent version of the proposed amended lease.</p> <p>(Please see attached for more discussion)</p> <p>Proposed Motion(s):</p> <p><input type="checkbox"/> I move to</p> <p><input type="checkbox"/> I move to _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>Maker of Motion: _____ Second: _____</p>	
<p>Laney: _____ Homan: _____ Kocian: _____ Brazill: _____</p> <p>Mayor Seale: _____ Mayor Pro Tem Sears: _____</p>	

CITY OF FLATONIA

Agenda Summary Form

City Council

Title: Consider and take appropriate action concerning past actions and current revisions to the lease agreement between the City of Flatonia and the American Legion of Flatonia and provide direction to the City Manager for completing negotiations and finalizing terms and conditions.

Discussion: As the City Council is aware, this item was discussed at the June 10, 2025 City Council meeting, however the Council voted to table this item. During the Citizen Participation portion of the agenda and during the deliberation portion of the agenda for this item there was quite a bit of comments and discussions that took place between the City Council and the representatives from the American Legion.

Included as attachments are the following versions of the American Legion Lease Agreement:

1. Original 1995 Lease Agreement
2. 2024 Lease Agreement that was reviewed and approved by the City Council at the February 13, 2024 City Council Meeting
3. Version of Lease Agreement prepared by the American Legion – This version has edits and comments that were done by the City Manager.

COPY

LEASE

THE STATE OF TEXAS *
 *
COUNTY OF FAYETTE *

This agreement of lease made and entered into by and between **THE CITY OF FLATONIA, TEXAS**, acting by and through its duly authorized Mayor, Daniel R. Bowling, of P.O. Box 375, Flatonia, Texas 78941, herein called LESSOR, and the **JEROME MICHAL POST 94 OF THE AMERICAN LEGION OF FLATONIA, TEXAS**, acting by and through its duly authorized Commander, Otto Steinhauser, of P.O. Box 247, Flatonia, Texas 78941, herein called LESSEE. Witnesseth:

1. Description of Premises

LESSOR leases to LESSEE, and LESSEE accepts and hires from LESSOR as herein provided, that certain real property, with the improvements, fixtures and equipment thereon (described on EXHIBIT "A" attached hereto and incorporated herein by reference for all purposes), all in their present condition, near Flatonia, Fayette County, Texas, more particularly described as follows:

5.20 Acres

All that certain tract or parcel of land containing 5.200 acres situated in the M. Muldoon League No. 14, A-76, in Fayette County, Texas and being all of a 2.0 acre tract described in a deed from J.M. Cadwell, et al, to Jerome Michal Post No. 94 of the American Legion of Flatonia recorded in Volume 232, Page 100 of the Deed Records of Fayette County, Texas and all of a 3.00 acre tract described in a deed from F.B. Cadwell, et al, to Jerome Michal Post No. 94 of the American Legion of Flatonia recorded in Volume 215, Page 20 of the Deed Records of Fayette County, Texas, said 5.200 acres being more particularly described by metes and bounds on EXHIBIT "A" attached hereto and made a part hereof for all purposes.

2. Term

The term of this lease is for the period of ninety-nine (99) years to commence on the 1st day of January, 1995, and to end on the 31st day of December, 2093. However, the term of this lease may be terminated sooner as described in Article 23 below. Additionally the term of this lease may be extended as described in Article 3 below.

3. Rent

The rent of this lease is the sum of Fifty and NO/100 (\$50.00) Dollars per year due and payable on or before the 1st day of each January, beginning January 1, 1995, and continuing regularly and annually thereafter.

The said rental installments shall be payable at P.O. Box 375, Flatonia, Texas 78941, or at such other address as LESSOR may in writing designate to LESSEE.

In the event LESSEE fails to timely pay said annual rental, LESSOR must notify LESSEE of said breach in writing by certified mail, return receipt requested. After said written notice is

received by LESSEE, LESSEE shall have sixty (60) days to remedy the breach. LESSOR'S only remedy for this breach shall be a suit for breach of contract.

Upon each payment of the \$50.00 annual rental, the term of this lease shall be extended for one (1) more year so that each year there is a continual extension of the term of this lease leaving in place a full ninety-nine (99) year term.

4. Alienation by LESSOR

LESSOR shall have the right to encumber or sell its interest in the leased premises if said sale is made subject to the terms of this lease.

5. No Waste, Nuisance, or Unlawful Use

LESSEE shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose, and shall promptly comply with all laws, rules and orders of Federal, State and Municipal Governments and all of their departments applicable to the premises herein leased and shall comply promptly with the requirements of the Board of Fire Underwriters.

6. Payment of Utilities and Fees

LESSEE shall pay for the telephone, electricity, gas, water and sewer service furnished to the main hall. All other utilities, including exterior utilities, ball field utilities, etc. shall be paid by LESSOR. LESSOR shall also pay for all engineering fees, architectural fees, survey fees, etc. involving the leased premises.

7. Repairs and Maintenance

LESSOR, at its expense, shall maintain and keep the exterior of the buildings, the premises, plumbing system, electrical system, cooling and heating system, sewer system, fences and improvements thereon in good repair. LESSOR shall resurface the parking lot on the premises within one (1) year from the date hereof. LESSEE shall maintain and keep the interior of the buildings in good repair.

8. Delivery, Acceptance, and Surrender of Premises

LESSEE agrees to accept the premises in their present condition. Upon termination of this lease, LESSOR agrees to accept the premises in their condition at that time.

9. Use

LESSEE shall only use the leased premises for a public community hall, meeting hall, baseball field, recreational hall, patriotic meetings, dances, weddings and associated or similar uses. LESSEE shall have full control of the use of the baseball field and the rules and regulations regarding the use of the baseball field. LESSEE shall have full control to schedule the use of the baseball field in any manner that it sees fit. No use shall be made of the baseball field without LESSEE'S permission.

10. LESSOR'S Entry for Inspection

LESSOR reserves the right, and shall have the right, to enter on the premises at reasonable times to inspect them.

11. Fence

LESSOR shall be responsible for all fencing.

12. Surrender of Lease

LESSEE shall have the right to terminate this lease at any time without any further liability by surrendering the lease back to the LESSOR in writing.

13. LESSEE to Provide LESSOR with LESSOR'S Risk Liability Insurance

LESSEE agrees to procure, maintain in force, and pay for, during the term of this lease, a LESSOR'S risk liability insurance policy written by a responsible company authorized to do business in Texas, protecting LESSOR against claims for damages in the amount of \$50,000.00 for bodily injuries, and in the amount of \$50,000.00 for property damages arising out of or in connection with accidents occurring in, on, and/or around the leased premises. LESSEE shall deliver proof of such insurance annually to LESSOR. Such policy of insurance shall be delivered to LESSOR. LESSEE agrees that if such insurance policy is not kept in force during the entire term of this lease and any extension thereof, LESSOR may procure the necessary insurance, pay the premium therefor, and that such premium shall be repaid to LESSOR, on demand, as an additional rent installment for the year following the date on which such premiums are paid. LESSOR agrees to attempt to obtain the above coverage through its insurance carrier and LESSEE agrees to reimburse LESSOR if said insurance premium is satisfactory to LESSEE.

14. Indemnity Agreements

LESSEE agrees to attempt to have all persons using the premises or renting the premises to execute an Indemnity Agreement in a form satisfactory to LESSOR and LESSEE and protecting LESSOR and LESSEE.

15. LESSEE'S Assignment, Sublease, or License for Occupation by Other Persons

LESSEE shall have the exclusive right to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith to third parties.

16. Personal Property

All personal property placed within the buildings by LESSEE shall remain the property of LESSEE.

17. Manner of Giving Notice

Notices given pursuant to the provisions of this lease agreement, or notices necessary to carry out its provisions, shall be in writing, signed, and shall be mailed by certified or registered mail, postage pre-paid, addressed to such person with return receipt requested. LESSOR'S address for this purpose shall be P.O. Box 375, Flatonia, Texas 78941, or such other address as LESSOR may in writing designate to LESSEE. Notices to LESSEE may be addressed to LESSEE at P.O. Box 247, Flatonia, Texas 78941.

18. Effect of LESSOR'S Waiver

LESSOR'S waiver of breach of one covenant or condition of this lease shall not constitute or be a waiver of the breach of others, or of subsequent breach or breaches of the one waived. LESSOR'S acceptance of rent installment payments after a breach shall not constitute a waiver of the breach, except of the breach of the covenant to pay the rent installment or installments accepted.

19. Lease Applicable to Successors, Etc.

This lease and the covenants and conditions hereof shall apply to and shall be binding on the heirs, successors, executors, administrators, and assigns of the parties hereto.

20. Right to Erect and Remove Portable Buildings

LESSEE shall have the right to erect or to place on said premises portable or removable buildings and upon the termination of this lease, the LESSEE shall have the right to remove such buildings from the leased premises. LESSEE shall pay all insurance and taxes on such portable buildings erected by LESSEE.

21. Taxes

LESSEE shall pay all taxes levied on and/or assessed against personal property owned by LESSEE located on the leased premises. LESSOR shall pay all taxes levied on and/or assessed against the leased premises and improvements.

22. Default

In the event that the LESSEE shall violate or omit to perform any of the provisions of this lease herein contained on the LESSEE'S part to be kept, observed, and performed, or in the event that the LESSEE shall abandon the premises or leave them vacant, LESSOR shall send written notice of such default, violation or omission to the LESSEE, by mail or otherwise, at the demised premises, and unless LESSEE shall have completely cured or removed said default within thirty (30) days after the receipt of such notice by LESSEE, the LESSOR may enforce the performance thereof in any manner provided by law.

23. Termination of this Lease

In the event that the LESSEE files bankruptcy and is unable to satisfy its debts to its creditors under the bankruptcy within one hundred eighty (180) days after filing for bankruptcy, then the LESSOR shall have the option to terminate this lease by giving LESSEE thirty (30) days' written notice to cure all its legal debts to its creditors. If LESSEE has not paid said legal debts within the thirty (30) day period, then this lease shall terminate.

24. General Provisions

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

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

This written instrument contains all agreements not mentioned or contained between the LESSOR and the LESSEE, and no agreement not mentioned or contained herein shall be recognized or enforceable by either.

No amendments, modifications, or alterations of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and shall be duly executed by the parties hereto.

November
EXECUTED on the 15th day of February, 1995, but effective as of January 1, 1995.

LESSOR:

LESSEE:

City of Flatonia, Texas

Jerome Michal Post 94 of the American
Legion of Flatonia, Texas

By: Daniel R. Bowling
Daniel R. Bowling, Mayor

By: Otto Steinhauser
Otto Steinhauser, Commander

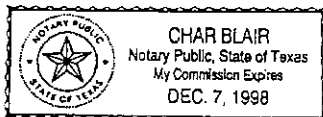
By: Joseph C. Gajdos
Joseph C. Gajdos, Adjunct Secretary

ATTEST:

Deoris Walker
DORIS WALKER, Secretary

THE STATE OF TEXAS *
COUNTY OF FAYETTE *

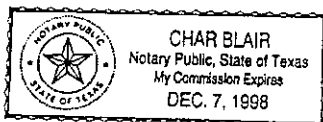
This instrument was acknowledged before me on the 15th day of November, 1995, by DANIEL R. BOWLING, Mayor.



Char Blair
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS *
COUNTY OF FAYETTE *

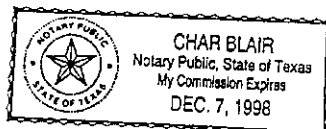
This instrument was acknowledged before me on the 15th day of November, 1995, by OTTO STEINHAUSER, Commander.



Char Blair
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS *
COUNTY OF FAYETTE *

This instrument was acknowledged before me on the 15th day of November, 1995, by JOSEPH C. GAJDOS, Adjunct Secretary.



Char Blair
NOTARY PUBLIC, STATE OF TEXAS

**LEASE AMENDMENT AGREEMENT
BETWEEN
THE CITY OF FLATONIA AND THE
AMERICAN LEGION OF FLATONIA, TEXAS**

Whereas, the parties entered into a lease effective 1 January 1995 ("Lease"), for the City of Flatonia (City) to lease property identified in **Exhibit A** (Leased Premises"), which included park and recreational property, to the American Legion of Flatonia (ALF);

Whereas, for a period of years prior to the effective date of this contract, the Flatonia Independent School District (FISD) has been the primary user of the baseball and softball fields/facilities within the Leased Premises;

Whereas, FISD has also accepted primary responsibility for the physical and financial burden of maintaining the baseball and softball fields/facilities within the Leased Premises;

Whereas, the baseball and softball fields/facilities require significant improvement to retain their usefulness which FISD desires to do at their own expense;

Whereas, the parties desire to amend the Lease, as provided herein, to enable FISD to make the desired improvements;

This Lease Amendment Agreement (hereinafter "Amended Lease") is made and entered into by and between the Jerome Michal Post 94 of the American Legion of Flatonia, Texas, referred to in this Amended Lease as **Lessee**, and the City of Flatonia located in Fayette County, Texas, referred to in this Amended Lease as **Lessor**.

ARTICLE 1. DESCRIPTION OF PREMISES

1.01 Lessor leases to Lessee, and Lessee accepts and hires from Lessor as herein provided, that certain real property, with the improvements, fixtures and equipment thereon, all in their present condition near 1225 US-90 Flatonia, Fayette County, Texas, 78941, shown in **Exhibit A – Approximate Boundaries**. More particularly described as follows:

Approximately 1.7 Acres

An area of approximately 1.7 acres, including the structure located at 1225 US-90, Flatonia, Texas 78941 and surrounding grass area up to the boundaries of the north located ballfield and the east located Garbade Park, as measured using google maps based on the boundaries identified in Exhibit A. Such a measurement is approximate in nature. Lessor will obtain a survey within 180 days of the effective date of this agreement to clarify the exact boundaries which would then be attached hereto as **Exhibit B - Survey of Leased Premises** with mutual agreement confirmed by signed amendment.

1.02 The Leased Premises does not include the restrooms and storage room on the northern part of the covered patio in the northwest corner of the building. Lessee is not responsible for the upkeep of the described restrooms or the storage room. The Leased Premises does include the Bar-B-Que pits on the eastside of the Legion Hall. The leased premises includes use, but not exclusive use, of any parking on, or adjacent to, the Leased Premises.

1.03 The Leased Premises also does not include the Mineral Estate (**“Mineral Estate and Rights”**). “Mineral Estate” means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

- (a) Subject to subsection (b), Lessor reserves for itself all of the Mineral Estate owned by City under the Lease and Amended Lease.
- (b) Lessor does not waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate and Rights for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. Lessor shall coordinate any exercise or use of all rights relative to the Mineral Estate reserved hereunder with the Lessee prior to exercising or using such rights.

ARTICLE 2. TERM

2.01 The term of this Amended Lease is for the period of ninety-nine (99) years to commence on the 1st day of January in the year when this Amended Lease is signed by the parties. Upon each payment of the \$50.00 annual rental, the term of this Amended Lease shall be extended for one (1) more year so that each year there is a continual extension of the term of this Amended Lease leaving in place a full ninety-nine (99) year term.

ARTICLE 3. RENT

3.01 The rent of this Amended Lease is the sum of Fifty and NO/100 Dollars (\$50.00) per year and payable on the City’s first business day of each January, beginning January 1, 2024, and continuing annually thereafter.

ARTICLE 4. USE, RIGHTS, AND RESPONSIBILITIES

4.01 Lessee shall only use the Leased Premises for a public community hall, meeting hall, and recreational hall. Lessee will not have any use of the baseball and softball fields/facilities as they are excluded from the Leased Property.

4.02 Lessor shall retain the right to encumber or sell its interest in the Leased Premises if said sale or transfer is made subject to the terms of this Amended Lease.

4.03 Lessee shall not commit, or allow to be committed any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises, or permit any use of the Leased Premises for any purposes that are unlawful or not permitted by this agreement. Lessee shall comply with all laws, rules, and orders of Federal, State, or Municipal Governments, and shall promptly comply with any requirements of any insurer covering Leased Premises.

4.04 Lessee shall pay for any telephone, electricity, gas, water, and sewer services furnished for the main hall. Exterior utilities, if any, shall be paid for by Lessor. Lessor shall pay for all engineering fees, architectural fees, and survey fees, involving the Leased Premises. Lessor shall provide the Lessee with the location(s) [map or diagram] of all meters for electricity, water, and sewer services for the main hall.

4.05 Lessor, at its expense, shall maintain and keep the exterior of the buildings, the premises, plumbing system, electrical system, cooling and heating system, sewer system, fences, improvements, as identified in **Exhibit C – Fixture and Appliance Lists**, thereon/in in good repair. Lessor shall resurface the parking lot and driveway on the premises as needed. Lessor is responsible for the good repair and safety of all walkways and sidewalks on the Leased Premises. Lessee shall be responsible for general cleaning and maintenance inside the building as well as maintenance, repair, permanent or temporary removal, and replacement of fixtures and appliances so listed on **Exhibit C**.

- (a) Lessee shall maintain and keep the interior of the building in good repair; submitting written work requests as needed to the City Manager's office for repairs to be performed by the Lessor,
- (b) and notice and permission requests for repairs and maintenance to be performed by the Lessee as "self-help" projects at no expense to the Lessor.
- (c) Lessee shall also be responsible for the maintenance and repair of the Memorial Garden and its contents, the Barbeque Pits.
- (d) Annually, no later than 31 January, the Lessor and Lessee shall complete a facility inspection to identify maintenance and repair issues/concerns. A written report of this joint inspection shall be prepared by the Lessor,

maintained by the City Manager, and a copy provided to the Lessee no later than 15 February.

4.06 Lessor reserves the right, and shall have the right, to enter the premises at reasonable times to inspect them.

4.07 Lessee shall have the right to erect or place on the Leased Premises portable or removable structures. Lessee retains ownership to and the right to remove those portable structures upon termination or expiration of this Amended Lease.

4.08 Lessee shall not have the right to develop all or any portion of the Mineral Estate owned by City under this Amended Lease. Lessor shall have the right to develop all or any of the Mineral Estate, and following such development, shall transfer such funds to a City account designated for the sole purpose of funding the maintenance and repair costs needed for the Legion Hall and the Leased Premises.

ARTICLE 5. INSURANCE AND INDEMNITY

5.01 Lessee, at its own expense, shall provide, maintain, and enforce during the term of this Amended Lease, a Lessor's risk liability insurance policy written by a responsible company authorized to do business in Texas, protecting Lessor against claims for damages in an amount equal to or greater than One Million Dollars, (\$1,000,000.00) for bodily injuries and One Million Dollars, (\$1,000,000.00) for property damage arising out of, or in connection with, incidents occurring in, on, and/or around the Leased Premises.

5.02 Lessee shall deliver proof of such coverage, and the applicable policy, annually to Lessor. Lessee agrees that if an insurance policy is not provided to Lessor or is not kept in full force and effect for the entire term of the Amended Lease, and any extension thereof, Lessor may terminate this Amended Lease as provided in Article 6 herein, or may procure the necessary insurance and charge such costs to Lessee on demand, or as additional rent installment.

5.03 Lessee agrees to indemnify and hold harmless Lessor from and against all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, penalties, actions or causes of action that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Lessee. Lessee will further attempt to have all persons renting or using the Leased Premises execute an indemnity agreement in a form satisfactory to both Lessee and Lessor.

ARTICLE 6. LEASE TERMINATION – Termination By Right or For Cause

6.01 In the event Lessee fails to make the required lease payment by January 31 of any given year, fails to maintain liability insurance for activities at the premises, or otherwise violates the terms or conditions herein, Lessor may terminate the Amended Lease only after providing written notice to Lessee of the breach via Certified mail,

return receipt requested, and providing Lessee with sixty (60) days opportunity to cure. The Lessor's only remedy for failure to pay is termination of the Amended Lease. Lessor may elect to unilaterally extend the cure period.

6.02 Given the facts and unique circumstances under which the Leased Premises were originally granted to the City, in the event that the Lessor fails in their responsibilities identified in Article 4.05 herein, to make the required maintenance and repairs to all systems in good repair so that the Legion Hall may be used for its intended purposes listed in Article 4.01 herein, the Lessee will give written notice to the Lessor of the circumstances of the breach via certified mail, return receipt requested, and providing the Lessor with sixty (60) days opportunity to cure. If the required maintenance and repairs are not completed or satisfactorily scheduled by the Lessor to be started this Amended Lease will be terminated. The parties agree that in that event, the intention of the parties is to transfer the Leased Premises back to Jerome Michal American Legion Post #94 for a nominal amount to the extent legally permissible and in compliance with Texas Local Government Code 253 and other applicable law

ARTICLE 7. DISPUTE RESOLUTION

7.01 The parties agree that any claim or controversy, arising out of or relating to this Amended Lease or any alleged breach thereof, shall be subject to mediation if all parties agree thereto. The parties agree first to try in good faith to settle the dispute by mediation administered by a Fayette County mediator before resorting to arbitration, litigation, or some other dispute resolution procedure.

ARTICLE 8. MISCELLANEOUS

8.01 This Amended Lease and the covenants and conditions herein shall apply to and shall be binding on the heirs, successors, executors, administrators, and assigns of parties hereto.

8.02 This Amended Lease is entered into under the laws of Texas. The venue for any action shall be Fayette County, Texas.

8.03 This written instrument is a complete agreement between the parties. No agreement not reflected in this instrument shall be enforced against the parties. No amendments or alterations to this document shall be binding unless made in writing and duly executed by both parties.

8.04 If any term or provision of this Amended Lease shall be determined to be illegal or unenforceable all other terms and provisions of this Amended Lease shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law. This Amended Lease may be separately executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and the same Amended Lease.

The undersigned Lessor and Lessee execute this Amended Lease the _____ day of _____, 2024 at Flatonia, Fayette County, Texas

LESSOR

City of Flatonia, Texas

LESSEE

American Legion of Flatonia, TX

ATTEST

City Secretary



Exhibit C

Fixture and Appliance Lists

A. Fixtures and Appliances Repaired and Maintained by City of Flatonia

I. Plumbing Fixtures

Qty	Fixture Description	Location
1	Vanity Sink	Main Hall Women's Restroom
2	Commode	Main Hall Women's Restroom
1	Vanity Sink	Main Hall Men's Restroom
1	Commode	Main Hall Men's Restroom
2	Urinal	Main Hall Men's Restroom
1	Vanity Sink	Meeting Room (Annex) Women's Restroom
2	Commode	Meeting Room (Annex) Women's Restroom
1	Vanity Sink	Meeting Room (Annex) Men's Restroom
2	Commode	Meeting Room (Annex) Men's Restroom
3	Urinal	Meeting Room (Annex) Men's Restroom
1	Food Prep Sink w/ Faucet	Kettle Room
1	Wall-mounted Spigot	Kettle Room
2	Countertop Sink w/ Faucet	Kitchen
1	Wall-mounted Spigot	Kitchen

II. Electrical Fixtures

Qty	Fixture Description	Location
3	Incandescent Light	Main Hall Women's Restroom
1	Incandescent Light	Main Hall Men's Restroom
1	Exhaust Fan	Main Hall Men's Restroom
1	Incandescent Light	Main Hall – Gun Room
1	Incandescent Light	Main Hall – Bingo Room
10	Ceiling Fan	Main Hall
8	Florescent Light	Main Hall
21	Incandescent Light	Main Hall
1	Incandescent Light	Main Hall – Foyer
2	Florescent Light	Auxiliary Meeting Room
6	LED Light	Meeting Room (Annex)
4	Ceiling Fan w/ Light	Meeting Room (Annex)
1	Incandescent Light	Meeting Room (Annex) – Foyer
1	Florescent Light	Meeting Room (Annex) Men's Restroom
1	Incandescent Light	Meeting Room (Annex) Men's Restroom
3	Incandescent Light	Meeting Room (Annex) Women's Restroom
3	Florescent Light	Bar

3	Incandescent Light	Bar (1 Fixture Inside Walk-in Cooler)
2	Water Heater	Kitchen & Kettle Room (1 each)
1	Walk-in Cooler	Kettle Room
5	Incandescent Light	Kitchen (4), Kettle Room (1)
9	Florescent Light	Kitchen (4), Kettle Room (5)
1	Exhaust Fan	Kettle Room

III. Cooling and Heating Fixtures

Qty	Fixture Description	Location
1	Walk-in Cooler	Bar
3	Air Conditioner/Heat Pump	Main Hall
1	Air Conditioner/Heat Pump	Meeting Room (Annex)

B. Fixtures and Appliances Repaired and Maintained by American Legion

I. Electrical Fixtures

Qty	Fixture Description	Location
1	Window Air Conditioner	Auxiliary Meeting Room
2	Free-standing Beverage Cooler	Bar
1	Chest Freezer	Bar
1	Oven w/ Range Top	Kitchen
1	Double Oven	Kitchen
1	Countertop Microwave	Kitchen
	All interior lightbulbs and tubes	Throughout

II. Cooling and Heating Fixtures

Qty	Fixture Description	Location
1	Propane Tank – 250 Gal	Outside Meeting Room (Annex)

III. Other Fixtures

Qty	Fixture Description	Location
8	Kettle & Gas burner	Kettle Room

**LEASE AMENDMENT AGREEMENT
BETWEEN
THE CITY OF FLATONIA AND
THE AMERICAN LEGION OF FLATONIA, TEXAS**

RECITALS

WHEREAS, the Post 94 of the American Legion donated the real property to the City of Flatonia to qualify for a parks and wildlife grant on March 24th, 1995;

WHEREAS, the City of Flatonia ("Lessor") and the Post 94 of the American Legion ("Lessee") entered in a written lease ("Lease") effective the 1st day of January 1995 regarding the conveyed property;

WHEREAS, Lessor and Lessee desire and agree to amend the above-mentioned Lease, as provided herein, to release any described property not specifically mentioned in this amended lease from the said lease to enable the City of Flatonia to assume all legal and financial responsibility.

This Lease Amendment Agreement (the "Amended Lease") is made and entered on the ____ day of _____, 2025, (the "Effective Date") by and between Jerome Michal Post 94 of the American Legion of Flatonia, Texas, as Lessee, and the City of Flatonia located in Fayette County, Texas, as Lessor.

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE 1
DESCRIPTION OF PREMISES**

- 1.01 Lessor leases to Lessee, and Lessee accepts from Lessor, that certain real property, with the improvements, fixtures and equipment thereon, all in their present condition, as is where is, legally described as follows: Metes and bounds are described as starting at approximately 29.687283 N, 97.05.34.8W (SW corner of building), extending in a generally northern direction for approximately 111 linear feet to 29.687595 N, 97.093064 W, turning East for approximately 135 linear feet to 29.687633N, 97.092690 W, turning generally southeast for 111 linear feet to 29.687333 N, 97.092626 W and turning west to the origin point. These bounds also include a 15' parallel right of way on all sides of said property. The memorial garden is already addressed in Article 6, Section 6.03.

All as being shown on plat attached hereto as Exhibit A and made a part of this Amended Lease for all relevant purposes and hereinafter referred to as "Leased Premises."

- 1.02 Lessor and Lessee expressly agree that any other real property conveyed by the City in the 1995 lease is specifically excluded from this lease.

1.03 The Leased Premises include the following: Use of any parking on or adjacent to the Leased Premises.

1.04 The Leased Premises excludes the baseball field currently used by the community and Flatonia ISD, Bar-B-Que pits on the eastside of the Legion Hall, public restrooms and storage room on the northern part of the covered patio in the northwest corner of the building. It is expressly agreed upon by all parties that Lessee is not responsible for the upkeep or any financial responsibility (including utility bills) of the baseball field, restrooms or the storage room.

Mineral Estate

Commented [SB1]: This was not part of the 1995 Lease Agreement and curious as to why it has been included in the version created by the American Legion and the Version approved by the City Council in February 2024?

2.01 The Leased Premises does not include the Mineral Estate.

2.02 THERE IS HEREBY EXCEPTED AND RESERVED unto the Lessor, its successors and assigns, forever, all of the oil, gas and other minerals, in and under and that may be produced from the above described property, but Lessor, its successors and assigns, shall not have the right without written consent by Lessee to enter upon the surface of the land to explore, prospect, drill, mine for, and produce any oil, gas and all other minerals, have ingress, or egress, lay pipe lines, tanks, power stations, telephone lines and other structures thereon.

2.03 The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron. Lessor waives any rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate and Rights for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals.

2.04 Lessee shall not have the right to develop all or any portion of the Mineral Estate owned by Lessor under this Amended Lease. Should Lessor develop all or any of the Mineral Estate, Lessor shall transfer any funds to a separate City account designated for the sole purpose of funding the maintenance and repair costs needed for the Legion Hall and the Leased Premises. Lessor expressly agrees to designate the funds received from any future oil, gas and mineral lease or royalties received for the Leased Premises solely for direct repairs or upkeep to the American Legion Hall and Leased Premises.

2.05 Lessor's development of the Mineral Estate shall not interfere with Lessee's quiet enjoyment and use of the premises. Should the development disrupt Lessee's use of the premises, Lessor will be solely responsible for providing a suitable replacement facility for Lessee that is of equal or higher quality. This facility must not be occupied by another entity or organization.

ARTICLE 3
TERM

3.01 The term of this Amended Lease is for the period of ninety-nine (99) years. Said term shall commence on the date of execution of the document by all parties. Upon each payment of

the \$50.00 annual rental, the term of this Amended Lease shall be extended for one (1) more year so that each year there is a continual extension of the term of this Amended Lease leaving in place a full ninety-nine (99) year term.

ARTICLE 4 RENT

- 4.01 The rent of this Amended Lease is the sum of Fifty and NO/100 Dollars (\$50.00) per year and payable on the City's first business day of each January, commencing January 1st, 2026, and continuing annually thereafter.

ASSIGNABILITY/SUBLETTING

- ~~5.01 Neither Lessor or Lessee may assign this Amended Lease or sublet the premises or any interest in them without first obtaining written consent from the other party. Consent to one assignment or subletting does not constitute a consent to any subsequent assignment or subletting. An assignment or subletting without written consent will be void and will, and at the innocent party's option, terminate this Amended Lease. This prohibition applies to each and every term of this Lease. Any waiver of this prohibition must be secured from the other party in writing, the consent of which either party may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Lessee and Lessor, and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.~~

Commented [SB2]: This was not part of the 1995 Lease Agreement or in the version that the City Council approved in February of 2024. Does not need to be included

ARTICLE 6 LESSOR'S RESPONSIBILITY

- 6.01 Lessor, at its expense, shall maintain and keep the exterior of the buildings, the premises, plumbing system, electrical system, cooling and heating system, sewer system, fences, improvements, as identified in Exhibit B Fixture and Appliance Lists, in good working and useable condition.
- 6.02 Should any fixtures listed in Exhibit B be **in disrepair or inoperable, the Lessee shall notify the Lessor or submit a work order to the Lessor for the repairs to be made. The Lessor will then schedule the repairs to be made and notify the Lessee as to the progress of those repairs.** ~~determined by a licensed repairman in said profession be beyond economical repair, Lessor is financially responsible to replace said fixture in a timely manner. A timely manner is defined as being no later than sixty (60) days upon written notice of said necessary replacement. Lessor will be in direct violation of said lease if the replacement is not made.~~
- 6.03 ~~Lessor will maintain the memorial grounds, the sod, sprinkler system, trees, and flag poles.~~
- 6.04 Lessor shall have the right to encumber or sell its interest in the Leased Premises. This lease will survive any encumbrance and sale. Lessor will notify and provide a copy of this lease to any potential buyer.

~~6.05 Lessor will comply with the Texas Property Code regarding Lessor's statutory duty to inspect and repair the smoke alarm installed in the building. During the term of the lease or during a renewal or extension, the Lessor has a duty to inspect and repair a smoke alarm, but only if the Lessee gives the landlord notice of a malfunction or requests to the Lessor that the smoke alarm be inspected or repaired. Lessor will be in direct violation of said lease if Lessee's requests are ignored.~~

6.06 Lessor will pay for all exterior utilities, as well as the upkeep and financial responsibility (including utility bills) of the restrooms and the storage room. ~~This specifically includes Lessor paying for water, electric and sewage.~~

Commented [SB3]: This is repetitive. It is already stated that the Lessor is financially responsible for the utilities

6.07 Lessor will pay for all engineering fees, architectural fees, and survey fees involving the Leased Premises.

6.08 Before or upon execution of this Amended Lease, Lessor shall review with Lessee a map or diagram of all meters for electricity, water and sewer services for the main hall.

6.09 Lessor will maintain the parking lot in a good and working condition. This includes resurfacing the parking lot and driveway on the premises as needed, but not less than once every ten (10) years.

6.06 Lessor is responsible to inspect, repair and provide fire extinguishers regarding Lessor's statutory duty under the Texas Property Code which states if the fire extinguisher is not functioning, does not have the correct pressure, or Lessee has notified the Lessor it has used the fire extinguisher, the Lessor ~~must~~ **shall** repair or replace the fire extinguisher at Lessor's expense.

~~6.07 Lessor is responsible for termite and rodent control. Lessee agrees to report any pest issues to Lessor for necessary remediation. Lessor shall provide pest control services (which include the removal of termites, ants, cockroaches, spiders and other insects) within seven (7) days of being notified by Lessee.~~

6.08 Lessor is responsible for mold treatment. Lessee agrees to report any mold issues to Lessor for necessary remediation. ~~Lessor shall provide mold remediation services within seven (7) days of being notified by Lessee.~~

ARTICLE 7 **LESSEE'S RESPONSIBILITY**

7.01 Lessee shall only use the Leased Premises for a public community hall, meeting hall, and recreational hall.

- 7.02 Lessee shall maintain and keep the interior of the building in good repair; submitting written work requests as needed to the City Manager's office for repairs to be performed by the Lessor.
- 7.03 Lessee shall be responsible for general cleaning and maintenance inside the building as well as maintenance, repair, permanent or temporary removal, and replacement of fixtures and appliances so listed on Exhibit B.
- 7.04 Lessee shall be responsible for the maintenance and repair of the Memorial Garden Statue, on the west side of the building **as well as the irrigation system for the Memorial Garden**, as defined by the chain link fence. ~~To be clear, Lessee will maintain the doughboy statue, the bronze plaque, and the fence surrounding the statue.~~
- 7.05 Lessee shall pay for any telephone, electricity, gas, water, and sewer services furnished for the main hall.
- 7.06 Lessee shall have the right to erect or place on the Leased Premises portable or removable structures. Lessee retains ownership too and the right to remove those portable structures upon termination or expiration of this Amended Lease.

Commented [SB4]: It is City Staff's understanding that the irrigation was installed by the American Legion or a contractor working for the American Legion. It is NOT part of the plumbing system it is accessory to the plumbing system

JOINT RESPONSIBILITY

- 8.01 Lessor and Lessee shall complete an annual facility inspection to identify maintenance and repair issues/concerns. This inspection should be on or before the 31st day of January each year. A written report of this joint inspection shall be prepared by the Lessor, maintained by the City Manager, and a copy provided to the Lessee no later than the 15th day of February each year. Should Lessor fail to strictly abide by this paragraph, it will be a direct violation of the lease.
- 8.02 Lessor and/or Lessee shall not commit, or allow to be committed any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises, or permit any use of the Leased Premises for any purposes that are unlawful or not permitted by this Amended Lease. Both Lessor and Lessee shall comply with all laws, rules, and orders of Federal, State, or Municipal Governments, and shall promptly comply with any requirements of any insurer covering Leased Premises.
- 8.03 Lessor reserves the right, and Lessee acknowledges that Lessor shall have the right, to enter the premises at reasonable times to inspect the Premises. Reasonable times depends on the nature, purpose, and circumstances of the action. Lessor shall take all precautions and circumstances into consideration when determining a time to inspect the Premises.

ARTICLE 9
INSURANCE AND INDEMNITY

- 9.01 Lessee, at its own expense, will provide, maintain, and enforce during the term of this Amended Lease, a Lessor's risk liability insurance policy written by a responsible company authorized to do business in Texas, protecting Lessor against claims for damages in an amount equal to or greater than One Million Dollars, (\$1,000,000.00) for bodily injuries and One Million Dollars, (\$1,000,000.00) for property damage arising out of, or in connection with, incidents occurring in, on, and/or around the Leased Premises. Lessor, at its own expense, shall insure the Building and its Common Areas under a fire and extended coverage policy with limits of not less than One Million Dollars (\$1,000,000.00) or to 100% of the replacement costs.
- 9.02 Lessee shall deliver proof of such coverage, and the applicable policy, annually to Lessor.
- 9.03 Lessee agrees to indemnify and hold harmless Lessor from and against all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, penalties, actions or causes of action that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Lessee. Lessee shall require to have all persons renting or using the Leased Premises execute an indemnity agreement in a form satisfactory to both Lessee and Lessor.
- 9.04 ~~Lessor, at its own expense, will provide, maintain, and enforce during the term of this Amended Lease, an insurance policy sufficient to replace said building in the event of a catastrophic occurrence, including weather damage or fire. Failure to maintain insurance as described in this provision will be a direct violation of this lease.~~
- 9.05 INDEMNITY REGARDING THIRD PARTIES. The Parties acknowledge that members of the community and visitors frequent the grounds to attend baseball games. To the extent permitted by law, the Parties agree to hold each harmless, and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which the other Party may suffer or incur in connection with said third parties, use or misuse of the Premises, except for either Party's willful misconduct. The Parties hereby expressly releases each other and/or their Agent from any and all liability for loss or damage to the property or effects whether in the Premises, outside of the Premises, bathrooms (not included in the premises), or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the willful misconduct or gross negligence of such Party, such Party's employees, heirs, successors, assignees and/or Agents.
- 9.06 ~~Lessor agrees to indemnify, hold harmless, and defend Lessee from and against any and all injuries that may occur on the grounds that are not an event associated with or agreed to by Lessee. This includes any and all baseball games that occur in the vicinity of the premises.~~

Commented [SB5]: This does not need to be included in this agreement. The City of Flatonia has insurance on all of its property and buildings. It is not going to take out a separate policy.

Commented [SB6]: Section 9.05 - Parties already agree to indemnify each other so this section is not needed.

ARTICLE 10
DEFAULT

- 10.1 Either Party shall be in default of this Amended Lease if either party fails to fulfill any lease obligation or term by which it is bound. Subject to any governing provisions of law to the contrary, if such party fails to cure any obligation within sixty (60) days after written notice of such default is provided by the other party via certified mail return receipt requested, such party may elect to cure such default and the cost of such action shall be added to the Party's financial obligations under this Lease, including reasonable attorneys' fees.
- 10.2 Either Party may elect to unilaterally extend the cure period. Said extension must be provided in writing.

ARTICLE 11
ACCOMMODATION

- 11.01 Lessor, at Lessor's expense, agrees to and is committed to complying with all applicable laws of the Americans with Disabilities Act for reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability.

ARTICLE 12
DISPUTE RESOLUTION

- 12.01 The Parties agree that any claim or controversy, arising out of or relating to this Amended Lease or any alleged breach thereof, shall be subject to mediation if all Parties agree thereto. The Parties agree first to try in good faith to settle the dispute by mediation administered by a Fayette County mediator before resorting to arbitration, litigation, or some other dispute resolution procedure.

ARTICLE 13
SHORT TERM AND END GOAL

- ~~13.01 The Parties agree that this Amended Lease is intended to be a short term agreement and that the end goal shall be submitted to the qualified voters of the municipality as outlined in Local Government Code Sec 253.001. The Parties agree to begin the process upon execution of the Amended Lease.~~

Commented [SB7]: The City of Flatonia does not agree with the Article. Yes, Section 253.001 of the LGC states that the sell of parkland must go before the voters, however the City would still have to advertise the sale of the property and accept bids for the property!

ARTICLE 14
MISCELLANEOUS

- 14.01 PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this Amended Lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

14.02 This Amended Lease is entered into under the laws of Texas. The venue for any action shall be Fayette County, Texas.

14.03 This Amended Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Amended Lease. This Amended Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

14.04 SEVERABILITY; WAIVER. If any portion of this Amended Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Amended Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Amended Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

14.05 NOTICE. Notices under this Amended Lease shall not be deemed valid unless given or served in writing and forwarded by postal mail, postage prepaid, addressed to the party at the appropriate address set forth below, or in the alternative, in email at the address below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LESSOR:

City of Flatonia

LESSEE:

Such addresses may be changed from time to time by either party by providing notice as set forth above.

~~14.06 Attorney's Fees: If any litigation is commenced between the Parties concerning the Premises, this Amended Lease, or the rights and duties of either party in relation to it, the prevailing party will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees.~~

Commented [SB8]: This Section was not part of the original Lease Agreement or the version that was approved by the City Council in February. And in this type of agreement this is not necessary

The undersigned Lessor and Lessee execute this Amended Lease the _____ day of _____, 2025 at Flatonia, Fayette County, Texas

LESSOR

City of Flatonia, Texas

ATTEST

City Secretary

LESSEE

American Legion of Flatonia, TX