

## **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, May 12, 2026, 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.*

#### **Presentation Agenda**

Present the Certificates of Election and administer the Statement of Elected Officials and Official Oaths to the candidates declared elected.

#### **Consent Agenda**

Consider and take appropriate action on the following items:

1. Minutes from the Regular City Council meeting held on April 14, 2026.
2. Financial Reports for April 2026.

#### **Reports**

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

#### **Discussion Agenda**

1. Discussion on the School Resource Officer position.

#### **Deliberation Agenda**

1. Consider and take appropriate action on amending the existing property lease agreement with the Flatonia Area Food Pantry.

**Executive Session Agenda**

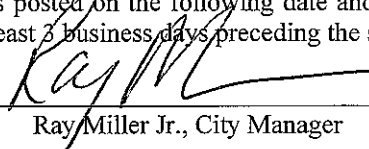
1. Pursuant to Section 551.086 of the Texas Government Code – City will convene into Executive Session to deliberate, vote, take final action on a competitive mater regarding the City’s Wholesale Power Agreement with LCRA.

**Regular Session:**

The City Council will reconvene from the Executive Session, and no action will be taken.

**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 **May 6, 2026, by 5:00 p.m.** and remained so posted continuously for at least 3 business days preceding the scheduled time of said meeting.



Ray Miller Jr., City Manager

**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, TRMC, City Secretary

**Flatonia City Council  
Regular Meeting Minutes  
April 14, 2026, at 6:00 p.m.**

**Present**

Mayor Pro Tem Council	Ginny Sears Allen Kocian Jeff Brazill Kevin Laney Josh Homan
City Secretary	Jacqueline Ott
Utility Director	Steve Cobler
Police Chief	Lee Dick
Fire Chief	Chris Swenning
Asst. Fire Chief	James Robinson

**Absent**

Mayor City Manager	Travis Seale Ray Miller
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**Call to Order**

Mayor Pro Tem Sears called the meeting to order at 6:01 p.m.

**Invocation and Pledge of Allegiance**

Councilman Kocian led the invocation and pledges.

**Citizen Participation**

1. Teresa Brown spoke to the Council to request more funding for the Gardenia Janssen Animal Shelter.
2. Jaci Elliott spoke to the Council as a volunteer for the Gardenia Janssen Animal Shelter in support of Teresa Brown's request.
3. Randy Johnson spoke to the Council regarding traffic on Highway 90 and the lack of a crosswalk at the traffic signal.

**Consent Agenda**

1. Councilman Laney moved, with a second from Councilman Homan, to approve the minutes from the regular meeting on March 17, 2026. None opposed. Motion passed.
2. Councilman Homan moved, with a second from Councilman Kocian, to approve the financial reports for March 2026. None opposed. Motion passed.
3. Councilman Homan moved, with a second from Councilman Kocian, to approve the Hotel Occupancy Tax Reports for Fiscal Year 2026 Quarter 2. None opposed. Motion passed.

**Staff Reports**

1. Fire Chief Swenning did not have anything to add to the report.

2. Police Chief Dick added to the report that the department was audited by TCOLE and passed with no deficiencies.
3. Utility Director Cobler did not have anything to add to the report.
4. City Secretary Ott informed the Council that City Manager Miller has been sending letters to property owners, but no details were available.
5. City Manager Miller was absent from the meeting.

**Adjournment**

Mayor Pro Tem Sears thanked Councilman Homan for his service on City Council over the last two years. The meeting was adjourned at 6:18 p.m.

**Signed**

**ATTEST**

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Ginny Sears  
Mayor Pro Tem

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Jacqueline Ott, TRMC  
City Secretary



# **FLATONIA FIRE & RESCUE**

216 W North Main St, Flatonia, TX 78941

## **May 2026 Monthly Report**

To: Flatonia City Council  
From: Flatonia Fire & Rescue  
Subject: April 2026 Monthly Report

### **Calls of Service:**

There were 4 calls for service in April. There have been a total of 56 calls of service from January to March, 2026.

### **Incident Types:**

- 2 motor vehicle accidents
- 1 controlled burn that was authorized
- 1 disregarded

### **Department Training:**

The department continued training on Electric Vehicle fires and the operations for how to handle them.



# FLATONIA POLICE DEPARTMENT

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

## **April 2026 Monthly Report**

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

### **Calls for Service:**

There were 446 calls for service this month.

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

On April 9, 2026, Officer Grace was notified by dispatch that a Deputy requested assistance with a traffic stop. Officer Grace, Chief Dick, and Sergeant Tunis travelled to the scene and upon arrival, assisted the deputy with the driver who had become combative. The officers and the Deputy worked together to control the situation with an individual who became hostile, without causing injury to themselves or the subject.

On April 11, 2026, Officer Kalina was dispatched to an alarm at a local convenience store. Officer Kalina arrived on the scene and met with the owner of the store. While the two were reviewing the scene, Officer Kalina received another notice from Dispatch advising of a burglary at a separate convenience store in the area. Officer Kalina arrived at the second scene where evidence and videos were gathered for further review.

On April 19, 2026, Officer Grace was notified by dispatch of a single vehicle accident on IH-10. While enroute Officer Grace advised dispatch to send EMS and a more accurate location would be given once he was on the scene. Officer Grace arrived at the scene of a vehicle that had rolled over and came to rest on its top in the ditch. The driver was assisted out of the vehicle and escorted to Officer Grace's patrol vehicle while they waited for EMS to arrive. During that time, Officer Grace determined the driver was cut off by another driver and overcorrected, causing the car to roll over.

On April 23, 2026, Sergeant Tunis was notified by Fayette County Dispatch that a Deputy was in pursuit of a vehicle traveling westbound on IH 10 and requested assistance. Sergeant Tunis travelled to the interstate and successfully deployed a spike strip that caused the vehicle to slow down and exit the interstate. Once the vehicle stopped, the occupants fled. Sergeant Tunis and the Deputy pursued the individuals on foot, both of which were taken into custody after being treated by EMS.

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

### **Arrests and Pending Charges**

There were no custody arrests for the month of April.

### **Traffic Contacts:**

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

**In-Service Training and Events:**

On April 20, 2026, Chief Dick arrived at Flatonia ISD, along with Texas DPS Sergeant Tidwell and FCEME Director Josh Vandever and made their way to the Secondary School Library to attend the Flatonia ISD School Safety Meeting. This is a multi-disciplinary meeting involving stakeholders from Fisd, first responder organizations, School Board members, and parents. The meeting was chaired by Robin Branecky and FVFD Chief Chris Swenning, and several other representatives of the various groups were present. Matters directly related to school safety and roles and responsibilities of all present were discussed.

<b>April</b>	
<b>Type</b>	<b>Number</b>
Accidents	1
Agency Assist	1
Alarm	5
Animal Complaint	1
Attempt to Locate	1
Burglary	3
Citizen Assist	3
Civil Matter	2
Close Patrol	316
Criminal Trespass Warning	1
Disturbance	2
Dog Bite	1
Follow up	9
Found Property	1
Funeral Escort	4
Incident Reports	11
Ministerial Voucher	1
Motorist Assist	3
Offense Reports	6
Noise Complaint	2
Open Door	1
Pursuit	1

Reckless Driver	1
School Patrol/Security	50
Suspicious Person	3
Suspicious Vehicle	5
Theft	3
Traffic Violations	27
Traffic Control	16
Traffic Hazard	2
Transient Call	2
Vehicle Towed	1
Welfare Check	1
Total	487



## UTILITIES DEPARTMENT

Steve Cobler, Utility Director  
625 W US Highway 90  
PO Box 329  
Flatonia, TX 78941

Phone: 361-772-2518  
Email: [scobler@ci.flatonia.tx.us](mailto:scobler@ci.flatonia.tx.us)

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### April 2026 Report

4/1

- Clean sewer plant
- Check wells 9,10 and 12
- Dug out water line for water tap
- Work orders

4/2

- Clean sewer plant
- Check wells 9,10 and 12
- Install water tap 815 Converse
- Work orders
- Get equipment ready for Spring cleanup

4/3

- Standby – Nacho and Abel (Good Friday)
- Clean sewer plant
- Check wells 9,10 and 12

4/4

- Standby – Adan and Oscar

- Clean sewer plant
- Check wells 9,10 and 12

4/5

- Standby – Adan and Oscar
- Clean sewer plant
- Check wells 9,10 and 12

4/6

- Clean sewer plant
- Check wells 9,10 and 12
- City wide clean up
- Work orders

4/7

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- City wide clean up

4/8

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- City wide clean up
- Clean up around poles that need to be replace on West Hwy 90 (Whistleville)

4/9

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- Trim Trees off primary on West Hwy 90

4/10

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders

- Power problem at 303 S Fairis
- LCRA park project

4/11

- Standby – Nacho and David
- Clean sewer plant
- Check wells 9,10 and 12

4/12

- Standby – Nacho and David
- Clean sewer plant
- Check wells 9,10 and 12
- Storm Various locations

4/13

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- Set pole, String wire and install light (90 and 95)

4/14

- Clean sewer plant
- Check wells 9,10 and 12
- Read meters
- Work orders

4/15

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- Read meters
- Interviews

4/16

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders

- Read meters
- C/O pole on 3629 West US hwy. 90
- C/O Bad XMFR @ 418 E. North main st

4/17

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- Pickup limbs on Hwy 90
- Sewer problem at restroom at park

4/18

- Standby – Adan and Oscar
- Clean sewer plant
- Check wells 9,10 and 12

4/19

- Standby – Adan and Oscar
- Clean sewer plant
- Check wells 9,10 and 12
- Power outage in Engle (Wildlife)

4/20

- Clean sewer plant
- Check wells 9,10 and 12
- New employee (Sergio Trejo-Garcia) first day
- Work orders
- Repair lift station # 6
- C/O XMFR in Engle (7116 Lousie Harley)
- Disconnect non-payments (2)

4/21

- Clean sewer plant
- Check wells 9'10 and 12
- Work orders
- Refuse XMFR @ 204 East 6<sup>th</sup> st (Wildlife)

4/22

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- Trim primary in Engle (7116Louis Herley rd.)
- Meet with Befco on well 10 Booster pump project

4/23

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- Water leak at 2" meter at rec park, leaking male adapter and leaking compression coupling
- Water leak @ 220 E 11<sup>th</sup> St., leaking right before the meter at a bushing
- Cleaned up landfill and topped off roll offs

4/24

- Clean sewer plant
- Check wells 9, 10 and 12
- Cleaned and restocked trucks
- Mercer changed out breaker box at sewer plant
- Work orders
- Patching
- Opened fuse and threw fuse back in for South Central Electric @ 135 FM-2762

4/25

- Standby- Dave and Nacho
- Clean sewer plant
- Check wells 9, 10 and 12

4/26

- Standby- Dave and Nacho
- Clean sewer plant
- Check wells 9, 10 and 12

4/27

- Clean sewer plant
- Check wells 9, 10 and 12
- Work orders
- Rod sewer plant
- Trouble call at Post office (Lift not working)
- Mow

4/28

- Clean sewer plant
- Check well 9,10 and 12
- Sewer tap 111E 1<sup>st</sup>
- Trouble call @ 603 Walnut (Telephone wire)
- Fix pump sewer plant
- Change oil in 2024 chevy
- Water leak in alley between 5<sup>th</sup> and 6<sup>th</sup> (303 S Fairis)
- Mow

4/29

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- Dig up manhole on Penn Street
- Patch potholes
- Rod ponds at sewer plant
- Mow

4/30

- Clean sewer plant
- Check wells 9,10 and 12
- Work orders
- Patch potholes
- Mow
- Fix street signs

## **City Manager's Report**

**To:** Mayor Seale & City Council  
**CC:** Staff  
**From:** Ray Miller, Jr., City Manager  
**Date:** May 12, 2026

### **General Notes:**

- **2 new employees were hired for the Utility Department. Sergio Trejo Garcia – started 4/20/26 and Joaquin Vazquez – started 05/04/26. Positions were needed to fill 2 vacancies.**
- ***City Manager will be attending the 2026 TCMA Annual Conference in Arlington, Texas June 4-7, 2026. TCMA - Texas City Managers Association***

### **Planning and Zoning:**

- a) Regular P & Z meeting for **May 5, 2026 – Canceled (lack of agenda items)**
- b) The next meeting will be Tuesday, **June 2, 2026 at 6:00pm**

### **Economic Development:**

- a) EDC meeting will be held on **April 16, 2026 – Canceled**
- b) Topics of discussion:
  - a. Review of Projects Lits (Exhibit A)
  - b. Funding of Infrastructure and other projects through EDC
- c) Next EDC Meeting will be on **May 21, 2026 at 6:00pm**

### **Code Enforcement:**

- a) Araceli submitted a report.

### **Road Construction:**

- a) Steve will report.

### **Utility Projects:**

- a) Steve will report.

### **Parks:**

- a) The Parks meeting for **Wednesday, April 22, 2026 at 6:00pm - Canceled**
- b) Topics of discussion:
  - a. Projects List
  - b. Next steps for 501(c)(3) and Fiscal Sponsorship Agreement with Greater Fayette Community Foundation
- c) Next Parks meeting will be on **Wednesday, May 27, 2026**

## **Administration:**

- a) 04/06/26 thru 04/17/26 – Out of the Office
- b) 04/23/26 – Participated in TWDB Webinar on Water Supply & Infrastructure Grant Implementation. This is related to HB 500 passed during the 89<sup>th</sup> Texas Legislative Session. The Texas Legislature appropriated \$1.038 billion in funds to the TWDB for water supply and infrastructure projects. This is 100% grant funding and not a loan or other financing mechanism with the TWDB. Full applications are due by July 31, 2026.
- c) 04/25/26 – 04/26/26: Lifeguard Training was conducted at the City Pool
- d) 04/28/26: In person meeting with representatives from the Gardenia E Janssen Animal Shelter in La Grange. Discussed in take forms, funding, and possible partnering on public awareness about spay/neutering.
- e) 04/28/26: Lions Club Meeting.
- f) 04/26/26: Manhole lowered on South Penn Street at East 1<sup>st</sup> Street.
- g) 04/30/26: Rotary Club Meeting
- h) 05/01/26: Heavy rainfall seen in the area starting @ 1:30am and lasted most of the day. Drove most of the City in the early morning checking on drainage systems.
- i) 05/04/26: City Hall and City Manager was made aware of a potential access problem for the properties off of undeveloped or private road sometimes referred to as Collins Ave. It is not a City Street or ROW. This area is located just east of the intersection of North Hackberry Street and East 12<sup>th</sup> Street. The problem is that the parcel or property (FCAD ID #51389) is delinquent on property taxes and has been placed on the Sheriff's Sale. Adjoining property owners are concerned that whoever purchases the property could block or restrict access. Spoke to the attorney from the law firm that represents the Fayette County Appraisal District on tax delinquent properties, and the property has been temporarily removed from the Sheriff's Sale which was supposed to take place the afternoon of 05/05/26. This property has been on the Sheriff's Sale before. It is an odd, shaped property and really limited on any type of development. Plus, development of the lot could restrict access to the adjoining properties.
- j) 05/05/26: Reviewed TxDOT Virtual Meeting Material for the 2027-2030 Rural Transportation Improvement Program. Sent some information out to the City Council
- k) 05/05/26: Spent a good part of the day researching deeds and other property records for the properties mentioned above (off of North Hackberry Street) Trying to gain information on any recorded easements that would provide for access. There are some concerns from the City about the access to these properties since the City provides utilities to the homes in this area.
- l) 05/06/26: Prepared and posted the City Council Agenda for the May 12<sup>th</sup> City Council Meeting.
- m) 05/07/26: Rotary Club Meeting
- n) 05/09/26: Morning meeting with representatives from the American Legion Hall in regard to water usage and billing.
- o) 05/09/26: FISS Sidewalk Chalk Art at Central Park
- p) 05/09/26: Meeting with representatives of the American Legion to discuss utility bills

**Financial Report:**

- a) Le Ann has made a lot of progress on bank reconciliation, and sales tax reports. The Audit for FY 2023 is in progress and the FY 2024 & FY 2025 will follow once the FY 2023 is completed..
- b) New financial auditor, Debbie Fraser with Armstrong, Vaughan, & Associates, P.C.

**CITY OF FLATONIA CURRENT PROJECT LIST**

- a) Flatonia Youth Sports Association was awarded the LCRA grant which included the following:
  - a. 2 small sets of bleachers – assembled and put in place by FYSA.
  - b. A new water fountain – has been installed against the front wall of the bathrooms at 7-acre Park.
  - c. A new scoreboard – Has been installed with electricity
  - d. Concrete Pad – obtaining quotes for the concrete pad which would be used as an area for a vendor to sell food and drinks or if the FYSA wanted to use the area for food and drinks.

**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) No real updates at this time. Spoke with Langford Community Management the week of February 23-27, 2026 and we are still waiting on documentation from TPWD.
- b) The City of Flatonia received confirmation by email on May 22<sup>nd</sup> that the grant has been awarded.
- c) The project is to add connecting trails between 7 Acre Park and McWhirter Park and to pave the trails.

**LCRA Community Grant Program**

- a) Submitted a Community Grant Application for just the bridge project over the wet-weather creek in McWhirter Park.
- b) Deadline to submit was January 31, 2026

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

- BEFCO Engineering has met with City Staff regarding some of the project elements included in the GLO MOD application. Design work is in progress.
- 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)

**23-8710 FLATONIA 23/24 TXCDBG CDV23-0369**

The project is to replace booster pumps at Water Plant #3. This project is moving forward. Please see the timeline below:

- 03/17/26 – City Council approved awarding of the re-bid of the Project to TTE, LLC
- 03/31/26 – Preconstruction Meeting for the Booster Pump Project
- 05/04/26 – Contract books for the project have been signed

# CITY OF FLATONIA

## Agenda Summary Form

### City Council

<b>Discussion Agenda #</b> 1	<b>Title:</b> Discussion on the School Resource Officer position
<p><b>Summary:</b> This agenda item has been brought forward to have an open discussion about the position of the School Resource Officer. The School Resource Officer as well as the entire Police Department Budget is funded by the City of Flatonia "General Fund".</p> <p>During the budget workshops and budget discussions during City Council Meetings leading up to the adoption of the FY 2025-2026 City of Flatonia Annual Budget it was presented to the City Council that there existed a \$324,865.00 shortfall Expenditures over Revenue in the draft budget. This required the Budget Team to take a serious look at expenditures and what was being proposed in the General Fund Budget.</p> <p>Numerous expenditures across the General Fund were reduced or removed from the Proposed Budget, including the SRO position, in order to balance the General fund. It should also be noted that there was also a shortfall of \$275,901.00 Expenditures over Revenue in the Electric Fund in which numerous expenditures were reduced or removed to balance the Electric Fund Budget.</p> <p>The listing of the main expenditures in the General Fund that were either reduced or removed is shown on the following pages.</p> <p>(Please see attached for additional discussion)</p>	
<b>Proposed Motion(s):</b>	
<input type="checkbox"/> I move to _____	
<input type="checkbox"/> I move to _____ _____	
<b>Maker of Motion:</b> _____ <b>Second:</b> _____	
Laney: _____ Homan: _____ Kocian: _____ Brazill: _____	
Mayor Seale: _____ Mayor Pro Tem Sears: _____	

# CITY OF FLATONIA

## Agenda Summary Form

### City Council

**General Note:** There were several other changes and adjustments to all revenue and expenses throughout the entire General Fund Budget. There was also a lot of consolidation of line items especially as it relates to maintenance and equipment.

In order to get to a balanced budget or to decrease the \$324,865.00 the following **major items** were reduced or removed:

#### Streets

- Line Item 4150.4144 Street Improvements – Removed \$5,000.00
- Line Item 4150.4600 Capital Outlay – Reduced from \$134,000.00 to \$75,000.00

#### Police Department

- Revenue Line Item 3330: Removed SRO from Police Department Salary Line Item (also took out SRO from Revenue of \$55,290.00). Places PD Staff at 6 officers and the Police Chief for a total of 7 positions in the FY 25-26 Budget.
- Line Item 4521.4235 Computer Hardware - \$15,000.00. Has been removed. This was for a new server which will be covered under the current year budget and has been ordered (from \$97,000 unspent funds)
- Line Item 4521.4260 Equipment - \$5,000.00 has been removed.
- Line Item 4521.4600 Capital Outlay – Removed Police Vehicle of \$74,000.00

#### Parks

- Line Item 4250.4143 Grant Match decreased from \$93,000.00 to \$75,000.00 (\$18,000 decrease).

#### Fire Department

- Total Expenditure of \$105,400.00. This is a \$45,400.00 increase over the \$60,000 that has been previously budgeted.
- Main increase is \$50,000 in Line Item 4540.2224 – Motor Vehicle Repair.

The Fire Department Total Expenditures is an increase in funding and not a reduction. This also had some impact on the General Fund Expenditures.

Unfortunately, the funding for the SRO Position was removed in the FY 25-26 Annual Budget. This was a cost share position through an Interlocal Agreement with Fisd. Due recent state laws (HB 3 & SB 838) increase the need for security in Texas schools; the Flatonia Independent School District has decided to utilize the “Guardian Plan” since an SRO was not available. The “Guardian Plan” is a policy allowing selected ISD employees to carry weapons on campus. There are some training requirements for those individuals that are selected as Guardians.

# **CITY OF FLATONIA**

## Agenda Summary Form

### City Council

The General Fund provides funding for the following Departments/Areas:

- Police Department
- Non Departmental (Insurance, workers comp, etc., expenses that occur in all departments, but brought together in one fund, instead of individually showing in each department budget)
- Administration
- Parks
- Streets
- Fire
- Code Enforcement
- Municipal Court

# CITY OF FLATONIA

## Agenda Summary Form

### City Council

<b>Deliberation Agenda #</b> 1	<b>Title:</b> Consider and take appropriate action on amending the existing property lease agreement with the Flatonia Area Food Pantry
<b>Summary:</b> The purpose of this agenda item is to consider some proposed changes / amendments, brought forward by the Flatonia Area Food Pantry to the property lease agreement with the City of Flatonia. The current property lease agreement between the City of Flatonia and the Flatonia Area Food Pantry was executed on March 1, 2024 with a 3-year term of April 1, 2024 to January 1, 2027. The Food Pantry is requesting two main changes to the lease agreement: <ol style="list-style-type: none"><li>1. An automatic renewal clause or a longer term of the agreement.</li><li>2. One-year notification if the lease agreement is to not be renewed or terminated</li></ol> <p>The main reasons for the requested changes or amendments are the following:</p> <ul style="list-style-type: none"><li>• The amount of investment that the Food Pantry has put into the east end of the Flatonia Community Center:<ul style="list-style-type: none"><li>○ \$12,000 – New wall and electrical work</li><li>○ \$11,333 – For new freezers and coolers</li><li>○ \$3,172 – Storage racks</li></ul>Total of <b><u>\$26,505</u></b></li><li>• The need or reason for the 1-year notification is to allow time for the Food Pantry to find another location if needed and to move items to that location. At this time, I have not discussed a shorter notification timeline, such as 6-months but that is something to consider.</li></ul>	
<b>Proposed Motion(s):</b>  <input type="checkbox"/> I move to _____  <input type="checkbox"/> I move to _____ _____	
<b>Maker of Motion:</b> _____ <b>Second:</b> _____	
Laney: _____ Homan: _____ Kocian: _____ Brazill: _____ Mayor Seale: _____ Mayor Pro Tem Sears: _____	

# **CITY OF FLATONIA**

## **Agenda Summary Form**

### **City Council**

Being located within the same building, the lease agreement between the City of Flatonia and the Chamber of Commerce has the same 3-year term of April 1, 2024 to January 1, 2027. The Flatonia Public Library is also located within the same building as the Chamber and the Food Pantry, however, a property lease agreement with the Library has not been located.

Attached for your review is a copy of the current property lease agreement between the City of Flatonia and the Flatonia Area Food Pantry. I have also attached an amended lease agreement with proposed changes. Both of these agreements have been sent to the City Attorney for review. Any comments or proposed corrections by the City Attorney will be provided at the City Council Meeting.

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

**COMMERCIAL PROPERTY LEASE**

This Lease is made and executed by and between The City of Flatonia, hereafter called Lessor, and The Flatonia Area Food Pantry, hereafter called Lessee.

Section I.

Lessor leases to Lessee, and Lessee hires from Lessor the kitchen, pan try, office, open space, and bathroom currently being utilized by Lessee in the East ~~end of the building section sited~~ located within the premises located at 212 East North Main Street, Flatonia, Texas, described as the City of Flatonia Civic Center, and the lot thereon described as follows:

All that certain piece or parcel of land lying in and being situated in the City of Flatonia, Fayette County, Texas, fronting approximately eighty (80) feet on the east margin of Market Street and approximately two hundred (200) feet on the south margin of U.S. Highway 90, and having the dimensions of approximately eighty (80) feet by approximately two hundred (200) feet and containing within said boundaries approximately sixteen thousand (16,000) square feet.

Such parcel of land being part of two tracts of land conveyed from Southern Pacific Company to The City of Flatonia, Texas by deed registered in Volume 411, Page 306 of the Fayette County deed records.

Section 2.

The leased premises specifically excludes any portions of the building except the kitchen, pantry, and currently being utilized by the Flatonia Area Food Pantry. The areas included in this

lease and excluded in this lease are not currently divided by a physical barrier. However, such a barrier may be installed at a future date. In that instance, Lessor will provide Lessee with notice of the time that the work may be performed.

### Section 3

The term of this lease is for three (3) years commencing the 1<sup>st</sup> day of March 2024 and ending on the 31<sup>st</sup> day of January 2027. **At the end of this term, this Agreement shall automatically renew for an additional 3-year term and for additional 3-year terms unless notice is given by Tenant to Owner, or Owner to Tenant, of the intentions of such party to terminate or modify this Agreement not less than 1 year (365 days) prior to the end of the term of this Agreement or any renewal hereof, or unless extension or modification is signed by both the owner and the tenant.**

### Section 4.

Rent due under this Lease is in the amount of \$1.00 per year and shall be paid beginning on the 1st day of April 2024 and continuing thereafter for **continuing on the two more consecutive years** by the 1st of January **for the term of this agreement and its subsequent renewals.**

### Section 5.

The premises are to be used for Flatonia Area Food Pantry business purposes. Lessee agrees to restrict its use to such purposes and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessor.

### Section 6.

Lessee shall, at its own expense, carry renter's insurance and liability insurance for injury to persons and damage to Lessee's contents of the Flatonia Civic Center Lease - Food Pantry Beginning March 2024 - Ending January 2027' .

premises. Lessee further agrees not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. Lessee agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the Lessee's requirements for content and public liability insurance. The Lessor shall maintain insurance coverage for the building and Lessor's contents covering the premises and building.

Section 7.

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.

Section 8.

Lessor shall obtain a utility account (Account Number 05-1040-02) from the City of Flatonia. Lessee shall pay 25% of the utilities on the utility billing account only. Lessor shall pay the other 75% on this billing account only. All additional and continuing utility account credits are void with this contract. All shared utilities furnished to the premises for the (75% City/25% Chamber cost share) for the term of this Lease include electricity, water, and wastewater only. Lessee shall share a solid waste account with the Flatonia Chamber of Commerce. For that account, the Chamber of Commerce shall pay 75% of the billed amounts and Lessee shall pay 25% of the billed amounts for solid waste services. Lessee shall pay the full amount of any other items or services including, but not limited to, telephone, internet service, or similar services which can be attributed directly to Lessee's leased areas.

Section 9.

Lessee shall be responsible for all routine maintenance and upkeep of the

building interior and exterior, including all mechanical equipment servicing designed to support the functionality of the building (air conditioners, water heater, fixtures, etc.) for the term of the lease. Major mechanical and structural failures requiring replacement shall be at the Lessor's expense. Non-routine maintenance or repair requests shall be forwarded to the City Manager as soon as identified for work coordination. The building and premises belong to the Lessor and any permanent modifications to such shall be at the Lessor's expense. Any mechanic's lien filed against the premises for work claimed to have been done for, or materials furnished to, Lessee shall be discharged by Lessee at its expense, within thirty days after notice from Lessor to that effect. For the purposes of such mechanic's lien, the bonding of such lien by a reputable casualty or insurance company reasonably satisfactory to Lessor shall be deemed equivalent of a discharge of any such lien. Exterior lawn, shrub and tree servicing, trimming, shrub and tree replacement, mowing, etc., shall be performed by the Lessor or at the Lessor's expense.

#### Section 10.

Lessor represents that the premises are in fit condition for use by Lessee. Lessee agrees to accept the premises as being in a good state of repair and in sanitary condition and agrees to surrender the premises to the Lessor at the end of the Lease term, if the Lease is not renewed, in the same condition as when it took possession. Lessee agrees to remove all business signs or symbols placed on the premises by it before redelivery of the premises to Lessor and to restore the portion of the premises on which they were placed in the same condition as before their placement.

#### Section 11.

Lessee agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees or other structures projecting from the exterior of the premises without Lessor's written consent thereto, except as specified in Exhibit A. If Lessee fails to remove such signs, displays, advertisements or decorations within thirty (30) days after receiving written notice from Lessors to remove the same, Lessors reserve the right to enter the premises and remove them at Lessee's expense.

#### Section 12.

Lessee shall not make alterations, additions or improvements to the premises without the prior written consent of Lessor, except as authorized in Exhibit A, and after such consent has been given, unless otherwise agreed upon in writing, all alterations, improvements and additions made by Lessee upon the premises shall, at the option of Lessor, remain upon the premises at the expiration of this lease and become the property of Lessor in fee simple, without other action or process of law.

#### Section 13.

Lessee agrees not to assign or sublease the premises leased or any part thereof or any right or privilege connected therewith, or to allow any other person except Lessee's agents and employees to occupy the premises or any part thereof except as provided for in the terms of this agreement, without first obtaining Lessor's written consent.

#### Section 14.

Lessee agrees to indemnify and hold harmless Lessor from any liability, claims or expenses that arise out of the act, failure to act, or negligence of Lessee, its agents or employees.

#### Section 15.

If Lessee defaults in complying with any of the covenants, conditions or obligations contained in this lease, the Lessor may serve a written notice upon the Lessee requiring the Lessee to cure said default within fourteen days after receipt thereof, or if the default is such that it cannot be cured within said fourteen-day period, then to commence curing the default within such period and thereafter diligently proceed to completely cure the default. If the Lessee fails to comply with such notice, the Lessor may serve upon the Lessee a written notice that the Lessor elects to terminate this lease upon a specified date not less than thirty days after the date of service of such notice, and this lease shall expire on said date specified as if that were the date originally fixed herein as the date of expiration. If this lease is terminated as aforesaid, or if the premises shall be abandoned by the Lessee or become vacant during the term of this lease, or if Lessee shall fail to enter into the possession of the premises within thirty days after the commencement of the term of this lease, then Lessor, its agents, servants or representatives may reenter the premises and dispossess Lessee and all other occupants thereof by summary proceedings or otherwise. In the event of termination of this lease due to Lessee's default, Lessee shall be liable, and shall reimburse Lessor, for actual damages including, but not limited to, the reasonable costs of returning the premises to the condition it was in when Lessee took possession of said premises and, as to the repairs or upgrades described in Section 9, to the condition of the repairs and upgrades immediately upon their completion. If Lessor files an action to enforce any covenant of this lease or for breach of any covenant herein, Lessee agrees to pay Lessor's reasonable attorney's fees for the services of Lessor's attorney in the action, such fees to be fixed by the court.

Section 16.

Nothing in this lease shall be construed as limiting or precluding the recovery by Lessor against Lessee of any damages to which Lessor may lawfully be entitled.

Section 17.

Notices given pursuant to the provisions of this lease or necessary to carry out its provisions shall be in writing and delivered personally to the person or entity to whom the notice is to be given or mailed, postage prepaid, addressed to such person or entity. Lessor's address for this purpose shall be City Manager, City of Flatonia, P.O. Box 329, Flatonia, Texas 78941. Notices to Lessee may be addressed to Flatonia Area Food Pantry P.O. Box 204, Flatonia, Texas 78941.

Section 18.

Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others or of subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

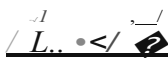
Section 19.

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

Executed this 1st day of March, 2024.

City of Flatonia

Flatonia Area Food Pantry

Signature: 

Signature: 

Name: Dennis E. Geesaman

Name: Fred A. Haske

Title: City Manager

Title:

## EXHIBIT A

Lessee shall be permitted to make the following alterations upon commencement of this executed lease:

- I. Add electrical outlets to the newly constructed wall as permitted in Section 2 of the lease.
2. Remove the walls in the pantry.
3. Remove the old sign from the exterior east wall.
4. Add signage to the exterior of the building.

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THE STATE OF TEXAS §

COUNTY OF FAYETTE §

### COMMERCIAL PROPERTY LEASE

This Lease is made and executed by and between The City of Flatonía, hereafter called Lessor, and The Flatonía Area Food Pantry, hereafter called Lessee.

#### Section 1.

Lessor leases to Lessee, and Lessee hires from Lessor the kitchen, pantry, office, open space, and bathroom currently being utilized by Lessee in the East section located within the premises located at 212 East North Main Street, Flatonía, Texas, described as the City of Flatonía Civic Center, and the lot thereon described as follows:

All that certain piece or parcel of land lying in and being situated in the City of Flatonía, Fayette County, Texas, fronting approximately eighty (80) feet on the east margin of Market Street and approximately two hundred (200) feet on the south margin of U.S. Highway 90, and having the dimensions of approximately eighty (80) feet by approximately two hundred (200) feet and containing within said boundaries approximately sixteen thousand (16,000) square feet.

Such parcel of land being part of two tracts of land conveyed from Southern Pacific Company to The City of Flatonía, Texas by deed registered in Volume 411, Page 306 of the Fayette County deed records.

#### Section 2.

The leased premises specifically excludes any portions of the building except the kitchen, pantry, and currently being utilized by the Flatonía Area Food Pantry. The areas included in this

Flatonía Civic Center Lease - Food Pantry  
Beginning March 2024 – Ending January 2027

lease and excluded in this lease are not currently divided by a physical barrier. However, such a barrier may be installed at a future date. In that instance, Lessor will provide Lessee with notice of the time that the work may be performed.

### Section 3

The term of this Lease is three (3)-years commencing the 1st day of March 2024 and ending the 31 day of January 2027.

### Section 4.

Rent due under this Lease is in the amount of \$1.00 per year and shall be paid beginning on the 1st day of April 2024 and continuing thereafter for two more consecutive years by the 1<sup>st</sup> of January.

### Section 5.

The premises are to be used for Flatonia Area Food Pantry business purposes. Lessee agrees to restrict its use to such purposes and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of Lessor.

### Section 6.

Lessee shall, at its own expense, carry renter's insurance and liability insurance for injury to persons and damage to Lessee's contents of the premises. Lessee further agrees not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. Lessee agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the Lessee's requirements for content and public liability insurance. The Lessor shall maintain insurance coverage for the building and Lessor's contents covering the premises and building.

#### Section 7.

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.

#### Section 8.

Lessor shall obtain a utility account (Account Number 05-1040-02) from the City of Flatonia. Lessee shall pay 25% of the utilities on the utility billing account only. Lessor shall pay the other 75% on this billing account only. All additional and continuing utility account credits are void with this contract. All shared utilities furnished to the premises for the (75% City/25% Chamber cost share) for the term of this Lease include electricity, water, and wastewater only. Lessee shall share a solid waste account with the Flatonia Chamber of Commerce. For that account, the Chamber of Commerce shall pay 75% of the billed amounts and Lessee shall pay 25% of the billed amounts for solid waste services. Lessee shall pay the full amount of any other items or services including, but not limited to, telephone, internet service, or similar services which can be attributed directly to Lessee's leased areas.

#### Section 9.

Lessee shall be responsible for all routine maintenance and upkeep of the building interior and exterior, including all mechanical equipment servicing designed to support the functionality of the building (air conditioners, water heater, fixtures, etc.) for the term of the lease. Major mechanical and structural failures requiring replacement shall be at the Lessor's expense. Non-routine maintenance or repair requests shall be forwarded to the City Manager as soon as identified for work coordination. The building and premises belong to the Lessor and any permanent

modifications to such shall be at the Lessor's expense. Any mechanic's lien filed against the premises for work claimed to have been done for, or materials furnished to, Lessee shall be discharged by Lessee at its expense, within thirty days after notice from Lessor to that effect. For the purposes of such mechanic's lien, the bonding of such lien by a reputable casualty or insurance company reasonably satisfactory to Lessor shall be deemed equivalent of a discharge of any such lien. Exterior lawn, shrub and tree servicing, trimming, shrub and tree replacement, mowing, etc., shall be performed by the Lessor or at the Lessor's expense.

#### Section 10.

Lessor represents that the premises are in fit condition for use by Lessee. Lessee agrees to accept the premises as being in a good state of repair and in sanitary condition and agrees to surrender the premises to the Lessor at the end of the Lease term, if the Lease is not renewed, in the same condition as when it took possession. Lessee agrees to remove all business signs or symbols placed on the premises by it before redelivery of the premises to Lessor and to restore the portion of the premises on which they were placed in the same condition as before their placement.

#### Section 11.

Lessee agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees or other structures projecting from the exterior of the premises without Lessor's written consent thereto, except as specified in Exhibit A. If Lessee fails to remove such signs, displays, advertisements or decorations within thirty (30) days after receiving written notice from Lessors to remove the same, Lessors reserve the right to enter the premises and remove them, at Lessee's expense.

Section 12.

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the Lessor may serve upon the Lessee a written notice that the Lessor elects to terminate this lease upon a specified date not less than thirty days after the date of service of such notice, and this lease shall expire on said date specified as if that were the date originally fixed herein as the date of expiration. If this lease is terminated as aforesaid, or if the premises shall be abandoned by the Lessee or become vacant during the term of this lease, or if Lessee shall fail to enter into the possession of the premises within thirty days after the commencement of the term of this lease, then Lessor, its agents, servants or representatives may reenter the premises and dispossess Lessee and all other occupants thereof by summary proceedings or otherwise. In the event of termination of this lease due to Lessee's default, Lessee shall be liable, and shall reimburse Lessor, for actual damages including, but not limited to, the reasonable costs of returning the premises to the condition it was in when Lessee took possession of said premises and, as to the repairs or upgrades described in Section 9, to the condition of the repairs and upgrades immediately upon their completion. If Lessor files an action to enforce any covenant of this lease or for breach of any covenant herein, Lessee agrees to pay Lessor's reasonable attorney's fees for the services of Lessor's attorney in the action, such fees to be fixed by the court.

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#### Section 17.

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Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others or of subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.


Section 19.

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

Executed this 1st day of March, 2024.

City of Flatonia

Flatonia Area Food Pantry

Signature: 

Signature: 

Name: Dennis E. Geesaman

Name: Fred A. Haske

Title: Mayor

Title: President

## **EXHIBIT A**

Lessee shall be permitted to make the following alterations upon commencement of this executed lease:

1. Add electrical outlets to the newly constructed wall as permitted in Section 2 of the lease.
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