

**MINUTES
MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN SABA
March 12, 2024**

Members in attendance were: Ken Jordan – Mayor
Shawn Oliver - Alderman
Marcus Amthor - Alderman
Michael Nelson - Alderman
Scott Edmonson – City Manager

Mayor Pro-Tem Robert Whitten and Alderman Oleta Behrens were absent

Others present were: Sabrina Maulsby – City Secretary
Charlene Lindsay – Finance Director
Scott Glaze – Public Works Director
Wayne Yarbrough – Code Enforcement Official
Luis Rios - Street Department Supervisor
Brandon Verette - Street Department Employee
Javier Baez - Citizen

At 6:00 p.m. Mayor Jordan called the meeting to order, announced a quorum present, and led the invocation and pledges.

PUBLIC COMMENTS: None

PRESENTATIONS:

Brandon Verette, Street Department Employee, was selected as the Employee of the Month for March. Luis Rios, Street Department Supervisor, and Mayor Kenneth Jordan presented Brandon with a plaque with his name on it and a gift certificate to a local restaurant.

Wayne Yarbrough, Code Enforcement Official was selected as Supervisor of the Quarter for the first Quarter. Scott Edmonson, City Manager and Mayor Kenneth Jordan presented Wayne with a plaque with is name on it and a gift certificate to a local restaurant.

The San Saba City Council reviewed and discussed the Section 3 Policy Updates and Information for the City's TxCDBG Contract's #CDM22-0038. Mayor Jordan explained that the overall purpose of Section 3 is to facilitate contract and employment opportunities for low and very low-income workers, specifically those that live close to the project location. He also explained that going forward, the grant administrator (Public Management, Inc.) will coordinate with all parties to: Monitor public postings and contractor requirements pertaining to Section 3 provisions; and track the number of hours of anyone who works on the grant project. There is no action tonight. This presentation is simply required in order to meet the documentation required for the TDA grant. Please reach out to your grant administrator with any questions on these changes.

CONSENT AGENDA:

On a motion by Alderman Shawn Oliver, seconded by Alderman Marcus Amthor, Council unanimously approved the following: minutes from the February 13, 2024, Council meeting; Payment of bills; approved Proclamation declaring April Child Abuse Prevention Month and April 16th "Go Blue Day" to support Child Abuse Prevention; approved Resolution No. 2024-05 a Resolution to waive an Ordinance defining noise nuisances for March 23rd, 2024 at Risien Park Pavilion for Laura Martinez; and approved Resolution No. 2024-06 a Resolution to waive an Ordinance defining noise nuisances for March 23rd, 2024 at Mill Pond Park Gazebo for Sarah Sanchez.

RESOLUTION 2024-05

A RESOLUTION OF THE CITY OF SAN SABA TO WAIVE AN ORDINANCE DEFINING NOISE NUISANCES

WHEREAS, the City of San Saba desires to regulate and oversee any unreasonable loud, disturbing, unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity.

WHEREAS, the playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours between 10 p.m. and 7 a.m. as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type of residence is prohibited.

WHEREAS, **Laura Martinez, 105 W. Annex, San Saba, Texas**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Risien Park Pavilion on March 23rd, 2024 until 12:00 midnight.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of San Saba is hereby authorizing the playing of music from 10:00 to 12:00 midnight on March 23, 2024 at the Risien Park Pavilion.

Passed and approved this 12th day of March, 2024.

RESOLUTION 2024-06

A RESOLUTION OF THE CITY OF SAN SABA TO WAIVE AN ORDINANCE DEFINING NOISE NUISANCES

WHEREAS, the City of San Saba desires to regulate and oversee any unreasonable loud, disturbing, unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity.

WHEREAS, the playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours between 10 p.m. and 7 a.m. as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type of residence is prohibited.

WHEREAS, Sara Sanchez, 804 Old San Saba Hwy., San Saba, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Mill Pond Park Gazebo on March 23rd, 2024 until 12:00 midnight.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of San Saba is hereby authorizing the playing of music from 10:00 to 12:00 midnight on March 23rd, 2024 at the Mill Pond Park Gazebo.

Passed and approved this 12th day of March, 2024.

DISCUSSION/ACTION ITEMS:

The first action item was to discuss and consider approval of Resolution No. 2024-07 appointing Election Officials for the May 4th, 2024 election. Alderman Michael Nelson made a motion to approve Resolution No 2024-07 appointing Election Officials for the May 4th, 2024 election, seconded by Alderman Shawn Oliver and was unanimously approved by all.

RESOLUTION 2024-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, SAN SABA COUNTY, STATE OF TEXAS, APPOINTING THE ELECTION OFFICIALS FOR THE MAY 4, 2024, JOINT SCHOOL/CITY ELECTION, SETTING THE RATE OF PAY FOR THE ELECTION OFFICIALS, THE MAXIMUM NUMBER OF ELECTION CLERKS FOR THE POLLING PLACE, AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD

WHEREAS, on February 13, 2024, the City of San Saba and on February 12, 2024, the San Saba Independent School District, passed and approved a joint resolution to conduct a joint City/School election, and;

WHEREAS, the City of San Saba and the San Saba Independent School District ordered an election to be held on Saturday, May 4th, 2024, for the purpose of electing one (1) Mayor and two (2) Aldermen to serve as members of the City Council; and three (3) School Board Trustees to serve as members of the San Saba Independent School Board.

WHEREAS, under the provisions of the joint resolution, the City of San Saba would appoint Election Officials and set rate of pay;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, SAN SABA COUNTY, STATE OF TEXAS, THAT:

Section 1. The Deputy Early Voting Clerk to serve at the polling place located at 303 S. Clear,
Linda Hardy

Section 2. The Election Judge to serve at the polling place located at 303 5. Clear,
Election Judge Linda Hardy
Alternate Judge Mabel Anne Blaylock

Section 3. In accordance with Section 32.091 and Section 271.013 of the Texas
Election Code, the judges shall be paid at the rate of \$17.50 and clerks
shall be paid at the rate of \$ 15.50 per hour.

Section 4. In addition to the presiding election judge, there shall be up to three (3) clerks at the
polling place, if needed, which includes the alternate election judge.

Section 5. In accordance with Section 87.004 of the Texas Election Code, the presiding election
judge at 303 S. Clear Street and at least two (2) election clerks shall also serve as the
Early Voting Ballot Board to count the ballots received in Early Voting by Personal
Appearance and Early Voting by Mail.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAN
SABA, SAN SABA COUNTY, STATE OF TEXAS, ON THIS 12th DAY OF MARCH,
2023.**

The second action item was to issue Certificate of Election to re-elected City Council Mayor:
Kenneth G. Jordan; City Council Aldermen: Oleta Behrens and Robert Whitten. Alderman Shawn
Oliver made a motion to approve the certificate of election to re-elect City Council Mayor: Kenneth
G. Jordan; City Council Aldermen: Oleta Behrens and Robert Whitten, seconded by Alderman
Marcus Amthor and was approved by all.



**CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACION DE CANDIDATOS UNICOS**

To: Presiding Officer of Governing Body
Al: *Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4th, 2024.

Como autoridad a cargo de la preparacion de la boleta de votacion oficial, por la presente certifico que los siguientes candidatos son candidatos unicos para eleccion para un cargo en la eleccion que se llevara a cabo el 4th de Mayo, 2024.

Ken Jordan - Mayor - *Un Alcalde Urbanos de Consejo*
Robert Whitten – Alderman - *Concejales Urbanos de Consejo*
Oleta Behrens - Alderman - *Concejales Urbanos de Consejo*

Signature (*Firma*)

Sabrina Maultsby

Printed name (*Nombre en letra de molde*)

City Secretary

Title (*Puesto*)

3/12/2024

Date of signing (*Fecha de firma*)

(Seal) (*sello*)

The third action item was to discuss and consider approval of Resolution No. 2024-08 canceling the City Council Election, accepting the Order of Cancellation Certifying the following candidates as unopposed for the May 4, 2024, City Council election, and declaring the unopposed candidates elected to office: City Council Mayor: Kenneth G. Jordan; City Council Aldermen: Oleta Behrens and Robert Whitten. Alderman Marcus Amthor made a motion to approve Resolution No. 2024-08 cancelling the May 4, 2024, City Council Election and accepting the Order of Cancellation. This motion was seconded by Alderman Michael Nelson and passed unanimously.

RESOLUTION NO. 2024-08

A RESOLUTION CANCELLING THE CITY COUNCIL ELECTION CURRENTLY SCHEDULED FOR MAY 4, 2024 AND DECLARING KEN JORDAN REELECTED AS MAYOR, AND ROBERT WHITTEN AND OLETA BEHRENS REELECTED AS SAN SABA CITY COUNCIL MEMBERS FOR TWO YEAR TERMS, DECLARING AN EMERGENCY AND SETTING AN EFFECTIVE DATE.

WHEREAS, A San Saba City Council election is currently slated for Saturday, May 4, 2024;
and

WHEREAS, the San Saba City Secretary has certified in writing that Ken Jordan as Mayor, Robert Whitten and Oleta Behrens as Council Members are the only three candidates on the ballot for the three open positions and thus unopposed; and

WHEREAS, the Election Code provides for the cancellation of an election and the declaration of the unopposed candidates as elected to office; and

WHEREAS, it is desired to not incur public expense by conducting an unopposed election.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS:

The City Council election slated for Saturday, May 4, 2024 is hereby cancelled and that Mayor Ken Jordan, Robert Whitten, and Oleta Behrens are declared reelected to the office of San Saba City Council for two year terms, that a Certificate of Election be issued to Ken Jordan, Robert Whitten, and Oleta Behrens, and that a copy of this resolution be posted on election day at each polling place that would have been used in the election.

An emergency is declared so that this resolution may become effective to cancel the election prior to the slated election date and this resolution shall become effective immediately upon passage.

PASSED, APPROVED AND ADOPTED on this 12th day of March, 2024.

ORDER OF CANCELLATION
ORDEN DE CANCELACION

The City Council of the City of San Saba hereby cancels the election scheduled to be held on May 4, 2024 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

Ken Jordan - Mayor - *Un Alcalde Urbanos de Consejo*
Robert Whitten – Alderman - *Concejales Urbanos de Consejo*
Oleta Behrens - Alderman - *Concejales Urbanos de Consejo*

El Concejales Urbanos de Ciudad de San Saba por la presente cancela la eleccion que, de lo contrario, se hubiera celebrado el 4th de Mayo, 2024 de conformidad, con la Seccion 2.053(a) del Codigo de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos unicos y por la presente quedan elegidos como se halla indicado a continuacion:

Ken Jordan - Mayor - *Un Alcalde Urbanos de Consejo*
Robert Whitten – Alderman - *Concejales Urbanos de Consejo*
Oleta Behrens - Alderman - *Concejales Urbanos de Consejo*

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Dia de las Elecciones se exhibira una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la eleccion.

The fourth discussion item was to discuss and consider approval of Ordinance No. 2024-02 an Ordinance of the City of San Saba, Texas, Amending Ordinance No. 2023-16 and setting fees for various City Services and consolidating those fees for convenience; amending various City Ordinances; and containing a severability clause and an effective date. City Manager explained to the Council that the increases are for Animal Control Impound and Quarantine Fees from fifteen dollars to twenty dollars per day and the increase Civic Center deposit fees for sufficient coverage of damages to the Civic Center. Rental fees have also increased due to the increased cost of maintaining the Civic Center. On a motion by Alderman Shawn Oliver, seconded by Alderman Marcus Amthor, Council unanimously approved Ordinance No. 2024-02.

ORDINANCE NO. 2024-02

AN ORDINANCE AMENDING ORDINANCE NO. 2023-16 AND SETTING FEES FOR VARIOUS CITY SERVICES AND CONSOLIDATING THOSE FEES FOR CONVENIENCE; AMENDING VARIOUS CITY ORDINANCES; AND CONTAINING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of San Saba has adopted numerous ordinances that provide for various fees and charges that are subject to change from time to time; and

WHEREAS, the City has determined that it would be convenient to consolidate those fees in one ordinance that can be reviewed and amended as needed from time to time, and

WHEREAS, the City has determined that the fees and charges specified herein are reasonable, necessary, fair and designed to fund the various activities to which they pertain; and

WHEREAS, the City has determined that the fees set forth herein will promote the health, safety, and welfare of the citizens of San Saba; and

WHEREAS, this ordinance was adopted at a meeting of the San Saba City Council held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council was present and voting;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS:

SECTION 1. Rates Imposed.

The City hereby amends the Fee Schedule attached as Exhibit "A" hereto and imposes the fees set forth therein upon the services, activities, events, materials, and supplies that are described therein. These rates shall be collected by the City in accordance with the various City ordinances that more particularly describe each of the fees.

SECTION 2. Ordinances Amended.

Each City ordinance that originally provided a fee, charge, or fine that is mentioned on Exhibit "A" is hereby amended as shown on Exhibit "A".

SECTION 3. Severability.

Should any portion or part of this ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

SECTION 4. Effective Date.

This Ordinance shall be effective on March 12, 2024, subject to publication, and it is accordingly so resolved.

PASSED AND APPROVED this the 12th day of March, 2024

APPENDIX A

FEE SCHEDULE

ARTICLE A1.000 GENERAL PROVISIONS

Sec. A1.001 Collection fee

Collection fee for returned checks: \$35.00. (Ordinance adopting Code)

ARTICLE A2.000 MISCELLANEOUS FEES

Sec. A2.001 Equipment rental and labor fees

(a) Equipment.

- (1) Backhoe: \$100.00/hr. + \$25.00/hr. with Hoe Ram.
- (2) Bucket/Digger/Winch truck: \$200.00/hr.
- (3) Dump truck:
 - (A) 6 yard: \$50.00/hr.
 - (B) 12 yard: \$75.00/hr.
- (4) Skid loader: \$125.00/hr.
- (5) Vactor truck: \$200.00/hr.
- (6) Road maintainer: \$100.00/hr.
- (7) Water truck: \$75.00/hr.
- (8) Service truck: \$50.00/hr.
- (9) End dump trailer: \$100.00/hr.
- (10) Track loader: \$150.00/hr.

(Ordinance 2019-05, ex. A, adopted 8/13/19)

- (11) Street sweeper: \$75.00/hr. (Ordinance adopting Code)
- (12) Trash Pump: \$30.00/hr
- (13) Lawn Mower: \$35.00/hr
- (14) Chainsaw/Pole saw: \$25.00/hr

(b) Labor cost. \$37.00/hr./per man during normal business hours
\$55.50/hr/per man after hours, holidays, weekends

ARTICLE A3.000 ANIMAL CONTROL FEES**Sec. A3.001 Standard licensing**

Dog or cat annual tag: \$10.00 with proof of vaccinations.

Sec. A3.002 Impoundment, adoption or relinquishment of dog or cat

- (a) **Impoundment fee. Dog or cat impounded for 72 hours: \$20.00/per day.**
- (b) Adoption fee. Animals may be adopted for a \$30.00 charge; however, those animals must get all their vaccinations and tags the day they are adopted.
- (c) Relinquish fee. Dog or cat: \$30.00/each.
- (d) **Quarantine fee. \$20.00 per day; \$200.00 for ten (10) days.**
- (e) Deceased Animal Removal. \$10.00 per animal.

ARTICLE A4.000 CONSTRUCTION AND DEVELOPMENT RELATED FEES**Sec. A4.001 Building and development permits**

- (a) Single-family and duplex residences: \$0.10/sq. ft., \$15.00 minimum.
- (b) Apartments: \$0.10/sq. ft., \$15.00 minimum.
- (c) Commercial and institutional: \$0.10/sq. ft., \$15.00 minimum.
- (d) Additions and remodeling: \$0.10/sq. ft., \$15.00 minimum.
- (e) Alterations, repairs and renovations: \$0.10/sq. ft., \$15.00 minimum.
- (f) Demolition: \$25.00.
- (g) House moving: \$100.00 plus any police/utility cost.
- (h) Storage sheds over 120 sq. ft.: \$15.00.
- (i) Greenhouse over 120 sq. ft.: \$15.00.
- (j) Fire alarm systems: \$100.00.
- (k) Lot clearing: \$20.00.
- (l) Plan review: \$100.00.
- (m) Plan review, building department: \$100.00.
- (n) Plan review, electrical department, interconnection and parallel operation of distributed generation: \$100.00.
- (o) Plan review, fire marshal: \$100.00.
- (p) Carport, accessory buildings, detached garage: \$0.05/sq. ft., \$10.00 minimum.

(r) Moving a manufactured, modular, mobile home in or out: \$15.00.

(Ordinance 2019-05, ex. A, adopted 8/13/19)

(s) Fence construction: \$15.00.

(t) Roofing (commercial): \$0.10 per square foot.

(u) Street and Alley Closing Permit: \$250 plus actual costs incurred

(v) Concrete Work (Driveways, Patios, Foundations): \$0.10/sq. ft.

(Ordinance adopting Code)

Sec. A4.002 Electrical permit fees

(a) New construction, single family: \$0.04/sq. ft., \$15.00 minimum.

(b) Commercial and institutional: \$0.04/sq. ft., \$15.00 minimum.

(c) Remodel: \$10.00.

(d) Construction meter loop: \$10.00.

(e) Permanent Installed Generator Permit: \$25.00.

Sec. A4.003 Mechanical permit fees

(a) Residential: \$0.02 sq. ft., \$15.00 minimum.

(b) Commercial: \$0.04 sq. ft., \$20.00 minimum.

Sec. A4.004 Plumbing permit fees

(a) New construction:

(1) Residential: \$0.04/sq. ft., \$15.00 minimum.

(2) Commercial and institutional: \$0.04/sq. ft., \$15.00 minimum.

(Ordinance 2019-05, ex. A, adopted 8/13/19)

(3) Wastewater discharge permit: \$50.00 for 2 years. (Ordinance adopting Code)

(b) Lawn sprinkler systems: \$15.00.

(c) Gas Line Inspection fee: \$15.00.

Sec. A4.005 Utility inspection fees

All re-inspections: \$35.00.

(Ordinance 2019-05, ex. A, adopted 8/13/19)

Sec. A4.006 Zoning

Sec. A4.007 Condemnation fees

Properties condemned by the city will have a fee of \$250.00 to cover the cost of the newspaper ads, preparation and presentation of the documentation before the planning and zoning board as well as the city council, and to cover the cost of filing a lien against the property at the county courthouse. (Ordinance 2019-05, ex. A, adopted 8/13/19)

ARTICLE A5.000 UTILITY RATES AND CHARGES

Division 1. Generally

Sec. A5.001 Electric and water deposit

Deposit for both: \$250.00. (Ordinance 2010-17, ex. A, adopted 10/12/10)

Secs. A5.002–A5.030 Reserved

Division 2. Electrical Service

Sec. A5.031 Service charges

- (a) Security deposit: \$150.00. (Ordinance 2019-05, ex. A, adopted 8/13/19)
- (b) Commercial electrical deposit: 2 x estimated monthly bill. (Ordinance 2010-17, ex. A, adopted 10/12/10)
- (c) Connect/transfer fee: \$20.00. (Ordinance adopting Code)
- (d) New account charges: \$20.00.
- (e) New service charge: \$30.00.
- (f) Non-pay reconnect charge: \$20.00 During Regular Business Hours (7:30 a.m. to 4:00 p.m., Monday through Friday) (Ordinance 2019-05, ex. A, adopted 8/13/19)
- (g) Reconnecting on weekends, holidays and after hours: \$40.00. (Ordinance adopting Code)
- (h) Temporary overhead connection charge: \$20.00 plus consumption.
- (i) Short-term service charge (Mon–Fri): \$20.00.
- (j) Request meter test: \$50.00.
- (k) Delinquent bill collection charge: 10% of outstanding bill.
- (l) Theft of service: \$200.00.
- (m) Returned check or bank draft charge: \$35.00.
- (n) Emergency Call Out Fee: \$150.00.
- (o) New Transformer Charge: Total Cost Incurred.
- (p) Fused Cut-Out: \$150.00.

Sec. A5.032 Electrical usage fees

(a) Residential.

- (1) Customer charge: \$17.55.
- (2) Distribution energy charge per kWh: \$0.0455/per kWh.
- (3) Plus power cost recovery factor.

(b) Small general service.

- (1) Customer charge: \$18.05.
- (2) Distribution energy charge per kWh: \$0.0417.
- (3) Plus power cost recovery factor.

(c) Medium general service.

- (1) Customer charge: \$50.55.
- (2) Plus a demand charge: \$6.76.
- (3) Plus an energy charge: \$0.028.
- (4) Plus power cost recovery factor.

(d) Large general service.

- (1) Customer charge: \$86.55.
- (2) Plus a demand charge: \$8.06.
- (3) Plus an energy charge: \$0.022.
- (4) Plus power cost recovery factor.

(e) Park service.

- (1) Replacement charge: Bulbs as used.
- (2) Customer charge: \$7.50.
- (3) Energy charge: \$0.03230.
- (4) Plus power cost recovery factor.

(f) Municipal pumping service.

- (1) Energy charge: \$0.05304.
- (2) Plus power cost recovery factor.

(g) Irrigation service.

- (1) Customer charge: \$14.55.
- (2) Energy charge: \$0.03419.
- (3) Plus power cost recovery factor.

(h) Area lighting.

(1) Power under this schedule is available for service to one hundred seventy-five (175) watt maximum security light installed and maintained by the city for customers at their request.

(2) Monthly rate:

(A) Customer charge: 100-watt high pressure sodium: \$5.86.

(i) Street lighting and traffic signals.

Lamp Type and Wattage	Nominal Lumen Output	Estimated KWH Per Lamp Per Month	Unmetered Charge Per Lamp Per Month
High pressure sodium vapor			
400 and 1,000 watt		180	\$13.50
100 watt	9,500	40	\$7.50
250 watt	22,500	102	N/A
Incandescent (existing)			
All	N/A	100	\$5.34
Traffic signals			
All	0.04718 per KWH for all energy used		

Secs. A5.033–A5.060 Reserved

Division 3. Sanitation Service

Sec. A5.061 Waste disposal

	County Resident
Bag	\$3.75 each
Loose	\$71.00/per ton
Compacted	\$71.00/per ton
Construction	\$71.00/per ton
Passenger tires	\$5.00/tire less than 17.5
Truck tires	\$11.00/tire
Oil filters	\$1.00 each
Oil	\$.25/gallon
Used lumber not stacked	\$30.00/Min. 1/hr. labor
Shingles (no asbestos shingles accepted)	\$71.00/per ton
Brush	\$0.00
Carcass	\$10.00

Sec. A5.062 Residential sanitation service

- (a) Monthly rate inside city: \$23.54.
- (b) Monthly rate outside city: \$34.81.
- (c) Extra polycart inside city: \$6.50/month.
- (d) Extra polycart outside city: \$8.00/month.

Sec. A5.063 Commercial sanitation service

(a) Commercial hand collection cost per container.

- (1) Inside city:
 - 1 X per week: \$30.32.
 - 2 X per week: \$44.99.
 - 3 X per week: \$59.25.
- (2) Outside city:
 - 1 X per week: \$44.99.
 - 2 X per week: \$66.98.
 - 3 X per week: \$88.38.

(b) Dumpsters.

(1) 3-yard dumpster:

Days/Week pu 3-Yard Dump	Inside City	Outside City
1	\$81.66	\$122.00
2	\$162.33	\$243.00
3	\$243.00	\$364.00
4	\$323.68	\$485.00
5	\$404.40	\$606.10
6	\$485.00	\$727.00

(2) 6-yard dumpster:

Days/Week pu 6-Yard Dump	Inside City	Outside City
1	\$161.09	\$241.12
2	\$321.17	\$481.25
3	\$481.25	\$721.37
4	\$641.33	\$961.50
5	\$801.41	\$1,201.62
6	\$961.50	\$1,484.67

(3) Dumpsters that are for temporary use (house cleaning, etc.) will be charged as follows:

- (A) \$30.00 delivery fee.
- (B) \$2.00 per day rent; \$25.00/Base Fee for First Month; \$2.00 Per Day thereafter.
- (C) \$30.00 per dump per 3-yard dumpster.
- (D) \$60.00 per dump per 6-yard dumpster.

(Ordinance 2019-05, ex. A, adopted 8/13/19)

No 36" boards or dry wall permitted. (Ordinance adopting Code)

Sec. A5.064 Recycling

(a) Commercial recycling collection cost per trailer.

(1) Inside city:

- 1 X per week: \$151.00.
 - 2 X per week: \$302.00.
 - 3 X per week: \$453.00.
 - 4 X per week: \$604.00.
 - 5 X per week: \$755.00.
 - 6 X per week: \$906.00.
- (Extra pickup \$40.00 each.)

(2) Outside city:

- 1 X per week: \$226.50.
 - 2 X per week: \$453.00.
 - 3 X per week: \$679.50.
 - 4 X per week: \$906.00.
 - 5 X per week: \$1,132.50.
 - 6 X per week: \$1,359.00.
- (Extra pickup \$50.00 each.)

(b) Commercial recycling hand collection for up to 3 cubic yards.

(1) Inside city:

- 1 X per week: \$45.00.
- 2 X per week: \$90.00.

3 X per week: \$135.00.

4 X per week: \$180.00.

5 X per week: \$225.00.

6 X per week: \$270.00.

(Extra pickup \$20.00 each.)

(2) Outside city:

1 X per week: \$67.50.

2 X per week: \$135.00.

3 X per week: \$202.50.

4 X per week: \$270.00.

5 X per week: \$337.50.

6 X per week: \$405.00.

(Extra pickup \$30.00 each.)

(c) Commercial recycling cart collection.

1 X per week: \$15.00.

2 X per week: \$25.00.

Sec. A5.065 Hazardous Material Disposal Fee: \$100

Secs A5.066–A5.100 Reserved

Division 4. Water and Wastewater Service

Sec. A5.101 Water rates

	Inside City	Outside City
Residential		
Base rate	\$29.11 first 2,000 gal.	\$43.16 first 2,000 gal.
	\$2.50 per 1,000 from 2,001–6,000 gal.	\$3.75 per 1,000 from 2,001–6,000 gal.
	\$3.10 per 1,000 from 6,001–10,000 gal.	\$4.65 per 1,000 from 6,001–10,000 gal.
	\$3.86 per 1,000 over 10,000 gal.	\$5.70 per 1,000 over 10,000 gal.
Commercial		
Base rate	\$32.11 first 2,000 gal.	\$47.67 first 2,000 gal.
	\$2.50 per 1,000 from 2,001–6,000 gal.	\$3.75 per 1,000 from 2,001–6,000 gal.
	\$3.10 per 1,000 from 6,001–10,000 gal.	\$4.65 per 1,000 from 6,001–10,000 gal.
	\$3.86 per 1,000 over 10,000 gal.	\$5.70 per 1,000 over 10,000 gal.

(a) Residential and commercial rates:

	Inside City	Outside City
Residential	\$36.11 first 6,000 gal.	\$53.67 first 6,000 gal.
	\$2.00 per 1,000 gal.	\$3.00 per 1,000 gal.
	With a max. of \$40.00	With a max. of \$60.00
	(Customer with sprinkler system may request December usage rate)	
Commercial	\$36.11 base rate first 2,000 gal.	\$53.67 base rate first 2,000 gal.
	\$1.00 per 1,000 after first 2,000 gal.	\$1.50 per 1,000 after first 2,000 gal.

(b) Industrial rates (based on water consumption):

	Inside City	Outside City
Category XL1	\$60.34 base first 10,000 gal.	\$90.00 base first 10,000 gal.
	\$1.00 per 1,000 from 10,001–200,000 gal.	\$1.50 per 1,000 from 10,001–200,000 gal.
Category XL2	\$73.72 base first 10,000 gal.	\$110.10 base first 10,000 gal.
	\$1.00 per 1,000 from 10,001–500,000 gal.	\$1.50 per 1,000 from 10,001–500,000 gal.
Category XL3	\$131.41 base first 10,000 gal.	\$196.61 base first 10,000 gal.
	\$1.25 per 1,000 from 10,001–500,000+ gal.	\$1.88 per 1,000 from 10,001–500,000+ gal.
Category XL4	\$119.00 base first 150,000 gal.	
	\$1.25 per 150,001+ gal.	

(c) Fee to dump raw sewage into the wastewater plant: \$0.15 per gallon.

Sec. A5.103 Water tap fees

(a) Fees:

	Inside City	Outside City	Cut Asphalt	Cut Concrete
3/4" water tap	\$750.00	\$1,050.00	+ \$200.00	+ \$300.00
1" water tap	\$800.00	\$1,100.00	+ \$200.00	+ \$300.00
1-1/2" water tap	\$1,300.00	\$1,750.00	+ \$200.00	+ \$300.00
2" water tap	\$1,700.00	\$2,450.00	+ \$200.00	+ \$300.00

(b) Any water tap over 2 inches will be done at cost + 15%.

(c) Tap fees are from the city utility lines to the customer property line. Additional cost may be added for man-hours and equipment used if rock or any other obstacles are encountered.

Sec. A5.104 Wastewater tap fees

	Inside City	Outside City	Cut Asphalt	Cut Concrete
4" sewer tap	\$600.00	\$800.00	+ \$200.00	+ \$300.00
6" sewer tap	\$800.00	\$1,000.00	+ \$200.00	+ \$300.00

Note: Tap fees are from the city utility lines to the customer property line. Additional cost may be added for man-hours and equipment used if rock or any other obstacles are encountered.

Sec. A5.105 Service charges

- (a) Security deposit: \$100.00.
- (b) Commercial customer deposit: 2x the estimated monthly utility bill.
- (c) Fire hydrant water/metered: Outside commercial rate with \$250.00 deposit.
- (d) Bulk water from water plant: \$0.75 per 100 gallons.
- (e) Water meter testing fee: \$50.00.
- (f) Connection/reconnection fees.

(1) Connect/transfer fee, Monday–Friday 7:30 a.m.–4:00 p.m.: \$20.00.

(Ordinance 2009-13, ex. A, adopted 8/25/09; Ordinance adopting Code; Ordinance 2010-17, ex. A, adopted 10/12/10)

(2) Reconnect water fees on weekend, holidays, and after hours: \$50.00.

(3) Reconnect water fees after water has been disconnected for nonpayment between 7:30 a.m. and 4:00 p.m., Monday through Friday will be: \$20.00.

(Ordinance 2019-05, ex. A, adopted 8/13/19)

- (g) Delinquent accounts: 10% of outstanding bill.
- (h) Theft of service: \$200.00 if case does not go to court.

(Ordinance 2009-13, ex. A, adopted 8/25/09; Ordinance adopting Code; Ordinance 2010-17, ex. A, adopted 10/12/10)

- (i) Emergency water cut-off.

(1) Emergency water cut-off between 7:30 a.m. and 4:30 p.m.: \$50.00.

(2) Emergency water cut-off on holidays, weekends and after hours: \$75.00.

(j) Meter replacement. Any damage caused by tampering with the city water meters and all attachments will cost that customer a \$75.00 replacement fee.

(Ordinance 2019-05, ex. A, adopted 8/13/19)

(k) Temporary service charge: \$20.00. (Ordinance 2009-13, ex. A, adopted 8/25/09; Ordinance adopting Code; Ordinance 2010-17, ex. A, adopted 10/12/10)

- (l) Emergency Call Out Fee: \$150

- (m) Lab Sample Fees.

(1) Grease Trap: \$120.00 – Sample taken by the City.

(2) Sand Trap: \$185.00 – Sample taken by the City.

(n) Lift Stations. Customer is responsible for the purchase of, maintenance, and installation the lift station. Customer is responsible for parts and labor past 100' extension of sewer or water line.

(o) Commercial Bulk Water Application. A \$50.00 Non-refundable Processing Fee will be applied to all applications.

(p) Commercial Bulk Water Rate from water plant: \$12.00 per 1000 gallons.

Sec. A5.106 Industrial Pretreatment Penalty Fee

- (a) 1st Violation: \$250.00
- (b) 2nd and Subsequent Violation: Increases by 50% with each reoccurring violation.

ARTICLE A6.000 BUSINESS FEES

Sec. A6.001 Peddler and solicitor fees

- (a) Permit fee.
 - (1) Per day: \$5.00.
 - (2) Per week: \$10.00.
 - (3) Per month: \$25.00.
 - (4) Per three months: \$50.00.
 - (5) Per six months: \$75.00.
 - (6) Per 12 months: \$100.00.

(Ordinance 2014-06 adopted 5/13/14)

(b) Background check: \$50.00. (Ordinance 2009-08 adopted 5/19/09)

ARTICLE A7.000 PARKS AND RECREATION

Sec. A7.001 Rental fees - outside

Facility	Deposit	Rent
Mill Pond Gazebo	\$150.00	\$150.00
Risien Park Pavilion	\$150.00	\$150.00
Risien Park (whole park)	\$1,000.00	\$1,500.00
Joe Ragsdale Pavilion	\$150.00	\$150.00
Risien Park West Slab	\$50.00	\$100.00

Sec. A7.002 Alcohol permit

Alcohol permit: \$25.00.

Sec. A7.003 Rental fees - inside (civic center)

Auditorium	8:00 a.m. to 5:00 p.m.	\$35.00/hr.
Auditorium	5:00 p.m. to 12:00 a.m.	\$40.00/hr.
Meeting room	8:00 a.m. to 5:00 p.m.	\$35.00/hr.
Meeting room	5:00 p.m. to 12:00 a.m.	\$40.00/hr.
Kitchen flat fee		\$60.00
Stage flat fee		\$60.00
Deposit w/o alcohol		\$1000.00

Deposit with alcohol		\$1500.00
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Sec. A7.004 Rental fees - pool(Ordinance 2019-05, ex. A, adopted 8/13/19) -Removed

Sec. A7.005 Rental fees – San Saba River Golf Course

Round of Golf	Monday through Thursday	\$35.00/Daily-Cart Included
Round of Golf	Friday through Sunday	\$40.00/Daily-Cart Included
Golf Fees-Resident	Monthly-Individual	\$60.00
Golf Fees-Resident	Monthly-Family	\$90.00
Golf Fees-Non-Resident	Monthly-Individual	\$60.00
Golf Fees-Non-Resident	Monthly-Family	\$85.00
Trail Fee	Daily	\$5.00
Golf Fees-Resident	Yearly-Individual	\$610.00
Golf Fees-Resident	Yearly-Family	\$930.00
Golf Fees-Non-Resident	Yearly-Individual	\$600.00
Golf Fees-Non-Resident	Yearly-Family	\$800.00
Cart Sheds-Old	Monthly	\$30.00
Cart Sheds-New	Monthly	\$35.00
RV Rental	Monday through Thursday	\$35.00/Daily
RV Rental	Friday through Sunday	\$40.00/Daily
RV Rental	Weekly Rate	\$165.00
RV Rental	Monthly Rate	\$450.00
RV/Golf - Stay & Play	Monthly Rate	\$650.00

The fifth discussion item was to Discuss and consider approving New Civic Center Application with Terms and Conditions, Update Civic Center Lease Agreement, and Update Civic Center General Rules and Regulations. On a motion by Alderman Michael Nelson, seconded by Alderman Shawn Oliver, Council unanimously approved the New Civic Center Application with Terms and Conditions, Updated Civic Center Lease Agreement, and Updated Civic Center General Rules and Regulations.

SAN SABA CIVIC CENTER

Physical Address: 1190 S. Thomas Stewart Drive, San Saba, TX 76877
Mailing Address: PO Box 788, San Saba, TX 76877
www.sansabatexas.com
Email: cityhall@centex.net
325-372-5144

SAN SABA CIVIC CENTER APPLICATION

Event Name: _____ RENTAL PRICE: \$ _____
Deposit w/o Alcohol: \$1,000.00 Deposit w/Alcohol: \$1,500.00
Lessee/Contact Person: _____ Telephone #: _____
Driver License #: _____
Mailing Address: _____
Email: _____
Date of Event (s): _____
Time of Events(s): _____
Number of Tables needed: _____ Number of Chairs Needed: _____
Times for Setup: _____
Event Times: _____
Approximate number of participants or guest: _____
Can we share your event on our Facebook page and website calendar? Or would you like us to keep the event private? _____

San Saba Civic Center is a 13,600 sq ft Event Center offering the Auditorium 7,326 sq ft, a Meeting Room 1,715 sq ft, Stage 1,430 and Kitchen located within the events center, 2 fully stocked bathrooms, trash cans with liners, limited refrigerator/freezer space, lighted parking lot, public address system, wi-fi availability, and limited banquet tables and chairs.

Lessee is responsible for securing a Licensed Peace Officer or Licensed Security Company at their own expense for the Event and is required to show proof two (2) weeks prior to the date of event. Number of Licensed Peace Officers or Licensed and Bonded Security Officers Required as follows: 0-200 (1); 201-300 (2); 301-400 (3).

- ☐ Licensed Peace Officer Required with Alcohol; or
☐ Licensed and Bonded Security Company must show proof of Insurance Certificate & Required with alcohol.

Reservations/Deposits: The signed and approved Application and rental agreement are due prior to the event with complete deposit and 50% of the rental amount to secure a date on the calendar. A \$1,500.00 security deposit is required w/alcohol and a \$1,000.00 security deposit is required w/o alcohol. The Security deposit in the form of check is to be made to the City of San Saba. All cancellations of contracted events must be submitted to the City of San Saba in writing. The Security Deposit may be refunded when a minimum 60-day cancellation, prior to the event date is given to Leasor in writing. Cancellations 31-59 days prior to the event will result in refund of 1/2 of the rental fee. Cancellations made within 30 days of the event will result in no refund. The Security Deposit will not be refunded due to cancellation by Lessee. The rental agreement is due prior to the event and the complete payment of the full rental amount.

The security deposit is fully refundable 30-days after the event if no damages or issues have been declared in writing by Leasor to Lessee. Security deposit will be refunded through the City of San Saba Utilities Office. Complete payment of the full rental amount and a liability insurance certificate is due prior to event.

Lessee Signature

Date Signed

Leasor Signature

Date Signed

SAN SABA CIVIC CENTER

Physical Address: 1190 S. Thomas Stewart Drive, San Saba, TX 76877

Mailing Address: PO Box 788, San Saba, TX 76877

www.sansabatexas.com

Email: cityhall@centex.net

325-372-5144

SAN SABA CIVIC CENTER APPLICATION

TERMS AND CONDITIONS:

- ✓ Leasor is defined as any authorized representative of the San Saba Civic Center.
- ✓ Leasor will provide a clean event hall with stocked bathrooms and trash cans.
- ✓ No alcohol consumed or served inside or outside the premises of the Civic Center until after 1:00 p.m. unless prior arrangements have been made with the Civic Center Manager.
- ✓ **Glass bottles or containers are not allowed anywhere on the property.**
- ✓ **Lessee will be responsible for clean-up of trash from event room, concession area, parking area after and during the event; removal of any decorations, transport of all trash, and boxes to the dumpsters provided on the property.**
- ✓ Lessee agrees to return all tables and chairs back onto racks or carts provided.
- ✓ Leasor will be responsible for all sweeping and moping of the floor after the event. The Civic Center must be left the way it was before the event: floor swept, tables and chairs put up.
- ✓ All music, noise, and activities must be kept at a reasonable level as not to interfere with the neighbors. Music must stop at midnight, except by special arrangement.
- ✓ Lessee will be responsible for all physical, or structural damages caused by any person or animal immediately before, during, or immediately after any event.
- ✓ A Licensed Peace Officer or a Licensed and Bonded Security Company is required as security for all events serving alcohol, at the expense of the Lessee. Payment is required directly to security prior to the event and must show proof to the City of San Saba two (2) weeks prior to the event.
- ✓ The Lessor reserves the right to immediately cancel any ongoing event or activity which violates City, County, State, or Federal law or is deemed immoral or jeopardizes the safety of anyone in attendance or working at the event or activity.
- ✓ Sub-leasing by lessee is prohibited.
- ✓ All Federal, State and City laws and ordinances will be enforced.
- ✓ Should the City have to take legal action to secure added charges for damages to the premises, and the City prevails in the action, all legal fees incurred by the City will be paid by the individual, organization, or membership that entered into this agreement with City.
- ✓ **Violation of any of the terms and conditions may result in a warning, refusal of any further booking privileges, and/or immediate cancellation of an event without refund of any deposit or rental fee. Checks should be made payable to City of San Saba and may be delivered to the San Saba City Hall, 303 S. Clear Street, San Saba, Texas or mailed to city of San Saba, P.O. Box 788, San Saba, Texas 76877. To contact San Saba City Hall for additional information, Call 325-372-5144.**

LEASE AGREEMENT

CITY OF SAN SABA CIVIC CENTER

This agreement, made and entered into this ____ day of _____, 202__, by and between the San Saba Civic Center, hereinafter called Lessor, acting by and through the San Saba City Council and Manager of said Civic Center, and

LESSEE NAME

1. That, upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, Lessor does hereby, grant unto Lessee the right to use and occupy the following described space and premises located in the Civic Center, to wit: _____.

To be used for the purpose of _____ for no other purpose without the written consent of Lessor for a term commencing at 8:00 a.m. on the ____ day of _____, 202__, hereinafter called Leasing Date, and terminating at 12:00 a.m. on the ____ day of _____, 202__.

2. Lessee hereby covenants and agrees to pay to Lessor, at its office in San Saba, San Saba County, Texas, for the use of said premises the sum of \$ _____. Lessee agrees that all amounts are due and payable by cash, cashier's check, or check. All rental fees are due prior to the day of the event.

3. This agreement is made and entered into upon the following express covenants and conditions:

a. Lessee agrees to deposit with Lessor as a Security Deposit for the above premises the sum of \$ _____ which shall not be applied to the rental fee.

b. It is agreed that Lessor may cancel this agreement at any time prior to ninety (60) days before the leasing date. The Civic Center will make every effort to transfer any meeting to another available public facility at no extra cost to Lessee. Lessee shall not assign this agreement or sublet the premises without express consent of Lessor.

c. Lessor shall furnish, at Lessor's expense, all heat, water, and lights necessary for Lessee's use and all janitorial service deemed necessary by the Civic Center Manager.

d. REGULAR USERS. Lessee utilizing facility via a series of regular events may have any and/or all future contracted events canceled by Lessor should Lessee cancel any one scheduled event. Cancellation will be determined at the Manager's discretion.

e. SCHEDULING. Unless otherwise specified in writing, the Civic Center Manager shall be privileged to schedule other similar events both before and after the dates of this contract without notice to Lessee. In all cases the Civic Center Manager's discretion will be in the best interest of the Civic Center.

f. Lessor reserves the right at all times to eject any objectionable person or persons from the building and premises. In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the City of San Saba, its officers and employees on account thereof.

g. In case the premises or the building of which such premises are a part shall be destroyed or damaged by fire or other cause, or if any other casualty or unforeseen occurrence or other causes shall render the fulfillment of this agreement by Lessor impossible, then the term of this agreement shall end, and Lessee shall be liable to pay rent only up to the time of such termination, and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

h. Lessor reserves the right after the termination of the time for which the premises are rented to remove from the building all effects remaining therein. Lessor shall not be liable in any way to Lessee on account of so removing said effects.

i. Lessee agrees to release and hold Lessor free and harmless from all claims and liability for damages to any person or persons for injuries to any person or property occasioned by or in connection with the use of the premises caused by any source whatsoever. Lessee hereby assumes full responsibility for the character, acts or conduct of all persons admitted to the premises or to any portion of the premises by Lessee, its agents, employees or other representatives. Lessee agrees, at its expense, to have on hand at all times sufficient police, stagehands, and other personnel to maintain order and protect the persons and property on the premises. The

sufficiency and type of security present shall be Texas Licensed Peace Officers and/or trained Licensed and Bonded Security personnel approved two (2) weeks prior to the event by the City Personnel in charge of security for the Civic Center and in accordance with the number of attendees and type of event.

j. Neither the halls nor ramps of said building or premises, or the sidewalks, entrances or lobby thereof shall be obstructed by Lessee, nor shall they be used for any other purposes than ingress or egress. Lessee shall not permit any chairs or moveable seats to be, or remain in, the passageways, and such passageways shall be kept clear at all times.

k. Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything which will increase the fire hazard or the rate of insurance on the building or any property therein. Lessee shall not bring or permit any person to bring into said auditorium or exhibit hall any animal. Glass containers shall not be allowed. No decorations shall be put up without the consent of the Civic Center Manager. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, or other items placed therein without the consent of Lessor.

l. Lessee shall not cause or permit any nails or other things to be driven into any portion of the building, or shall any signs be affixed to the exterior thereof. No changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof shall be permitted, nor shall anything be done which will damage or change the finish or appearance of the building or the furnishings thereof. Lessee shall pay the cost of repairing all damage which is done to the building, fixtures, furniture or furnishings thereof by Lessee, its agents, servants, employees or anyone present on the premises upon the invitation of Lessee including the patrons of the event or function taking place therein. It is expressly agreed that the Civic Center Manager shall determine whether any such damage has been done, the amount thereof and the responsibility of Lessee.

m. Lessee shall comply with all laws of the United States and the State of Texas, all ordinances of the City of San Saba and all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of San Saba.

n. Lessee shall not admit to the premises a larger number of persons than the seating capacity thereof or a larger number than may safely or freely move about in said areas.

o. At all times the laws of Texas will govern this contract and the Courts of San Saba County will have sole jurisdiction in all matters relating to this contract.

p. SPECIAL CONDITIONS

1. No foodstuffs or trash will be left anywhere in the building or on the grounds, Lessee is responsible for removing all trash and decorations immediately after the event is over (in bags provided by the Civic Center) to the outside dumpster. Lessee is also responsible for caterer compliance. A clean-up fee of \$50.00 will be charged if Civic Center personnel provide this service.

2. ASCAP/BMI fees will apply to Lessee in any instance where licensed music is played for the general public and Lessee shall be responsible directly to ASCAP/BMI for any and all applicable fees.

3. There shall be no glass containers allowed.

4. No alcohol consumed or served inside or outside the premises of the Civic Center until after 1:00 p.m. unless prior arrangements have been made with the Civic Center Manager.

5. In the event of extreme heat outside, the buildings inside temperature may rise to abnormal levels. The AC system may struggle to cool.

LESSEE RECEIVED A COPY OF THE CITY OF SAN SABA CIVIC CENTER RATES AND POLICIES BROCHURE, A LEGAL AND BINDING PART OF THIS CONTRACT. _____ Lessee Initials

WITNESS OUR HANDS IN DUPLICATE ORIGINALS THIS _____ DAY OF _____, 202__.
SAN SABA COUNTY, TEXAS

BY: _____
Civic Center Manager/Representative

BY: _____
Lessee: Name
Address
San Saba, Texas 76877

Please contact the On-Call contact (325) 372-1128 for any questions or concerns while renting the facility.

GENERAL RULES AND REGULATIONS *(All Areas of Civic Center)*

THESE RATES AND POLICIES, RULES AND REGULATIONS WHEN ATTACHED TO THE CONTRACT AND PRESENTED TO THE LESSEE BECOME A LEGAL AND BINDING PART OF THE CONTRACT.

RIGHT TO ALTER REGULATIONS AND RENTAL RATES. The City reserves the right to change, alter, amend or cancel any or all of the regulations and rental rates contained herein at any time.

AUTHORITY. The right is reserved by the City or other duly authorized representative of the City to enter the Civic Center and all parts thereof at all times.

RESERVATIONS. Reservations will be taken at the office of the San Saba City Hall, except for official holidays, Monday through Thursday between the hours of 7:30 a.m. and 5:30 p.m. and Friday between the hours of 7:30 a.m. and 11:30 a.m. Correspondence or requests for information need to be mailed to the following address:

City of San Saba
Attn: Civic Center Representative
P. O. Box 788
San Saba, Texas 76877

Telephone reservations and information may be obtained by calling 325-372-5144.

Reservation of the Civic Center may be made up to twenty-four (24) months in advance of a date. (Twenty-four months shall be interpreted to mean all of the 24th calendar month prior to the month in which the leased event is to occur. Example: On May 1, the facilities may be reserved for any date through the month of May, twenty-four months hence.)

Telephone reservations will be accommodated. All such verbal reservations must be confirmed in accordance with the reservation confirmation procedures no later than seven (7) calendar days following the telephone reservation. If signed lease application or lease agreements are not returned within seven (7) days following the telephone reservation, the event is automatically void.

A minimum of 50% of the total rental fee and all of any necessary deposit is required at the time of reservation as a down payment. Payment for rental of any area of the Civic Center is due in full at least 60 days prior to the event.

CONFIRMATION. The Civic Center will be rented on a first come - first serve basis. Reservation request conflicts will be resolved by the City or its authorized representative. Individuals or groups renting the Civic Center should be aware of the fact that this facility is a multi-use facility where several events can be scheduled concurrently in different parts of the building. Lessees should be aware of this fact and use their discretion in determining what portions of the facility to book. A lease date is confirmed only upon the receipt in the San Saba City Hall of a signed application and lease agreement, accompanied by the prescribed minimum down payment and security deposit

CANCELLATIONS. All cancellations of contracted events must be submitted to the City of San Saba in writing. If the Lessee cancels a reservation in the Civic Center up to thirty (60) days before the event, a refund of the total rental fee will be made. Cancellations made thirty-one (31) to fifty-nine (59) days prior to the event will result in a refund of one half (1/2) of the rental fee. Cancellations made within thirty (30) days of the event will result in no refund. The Security Deposit will not be refunded due to cancellation by Lessee.

RENTAL HOURS. All late-night usage of the facilities must end no later than 12:00 a.m., except by special arrangement. Failure to leave the premises within a one hour grace period will be grounds for refusal of future facilities leases to the Lessee. Some late-night events may require police security to remain on duty until the facilities are completely vacated and the building can be closed. (Refer to SECURITY)

RENTAL RATES. See Fee Schedule.

Non-profit events and Non-profit organizations will be required to provide proof of Non-profit status.

DEPOSIT FEE. See Fee Schedule. A deposit will be required for all functions. Non-profit events and Non-profit organizations will be required to pay a deposit fee.

Payment of any required deposits must be made at the time of reservation confirmation. Refunds of deposits following the event will be made, minus reasonable deductions for excessive clean-up, late-hour extensions or damages, in a reasonable amount of time.

The City of San Saba will not be held liable for any damages, injuries or losses occurring in connection with any event or activity at the San Saba Civic Center.

A full inspection of the facility will be conducted after each function to check for damages. If any are found, the lessee will be responsible and the repairs deducted from the deposit. The Lessee is responsible for leaving the premises in as good a condition as existed prior to their

usage. The Lessee is responsible for clearing tables of any debris or food, removing all decorations and personal belongings in a timely manner and clean-up of all obvious spills on tables, chairs, and floors. If any extra clean-up is required, Lessee will be billed at a rate of \$25.00 per hour. This amount will be deducted from the deposit.

If the facility is cleaned in the manner provided and no damage is done, the deposit will be refunded. It is important to note that deposits will be refunded within thirty (30) days of the function.

Any recurring annual events with a secured deposit will not be required to increase the deposit amount unless they default on any or all of the terms of the agreement.

FIRE SECURITY. Lessee shall not store any motor fuel in the Civic Center. Fuel tanks, boats, vehicles or other equipment on display will be secured in accordance with instructions by the Fire Marshal.

Cooking is not allowed in the Civic Center except in the appropriate kitchen. **Exterior cooking will be allowed only in self-contained cookers in designated cooking areas, never under the drive-through in the front of the building.**

The rated occupant capacities of the building facilities are posted in the building. It is the Lessee's responsibility to conform to these capacity ratings. The Fire Marshal will enforce such capacities at all events.

SECURITY. Security may be required at events of the Civic Center at the discretion of the Civic Center management. Factors involved in determining the requirements for security include the size of the event, whether alcohol will be served, length of the event and whether multiple events are scheduled in the facility at the same time. Licensed Police Officers or Certified Licensed and Bonded Security **WILL** be required at any and all events involving alcohol: 100-200 people - 1 Licensed Peace Officer or 1 Licensed and Bonded Security Officer; 201-300 people – 2 Licensed Peace Officers or 2 Licensed and Bonded Security Officers; 301-400 people – 3 Licensed Peace Officers or 3 Licensed and Bonded Security Officers.

Lessee is responsible for securing Licensed Peace Officers or Licensed and Bonded Security at their own expense for the Event and is required to show proof two (2) weeks prior to the date of the Event. The designated personnel will ascertain how many security personnel will be required. Peace officers (Security personnel) will be compensated directly by the Lessee.

Lessor will provide Lessee a maximum of 400 wristbands that will be issued at the time proof of security is confirmed for the number of attendees. Lessee is responsible for ensuring all attendees wear a wristband and no counterfeit wristbands are found at the event. In the event this should occur, you will lose your deposit and be prosecuted by the San Saba Police Department. Anyone without a wristband will be asked to leave the premises.

Lessee Initials
Lessor Initials

SET-UPS AND DECORATIONS. If Lessee has paid for set-up but does not submit a seating arrangement diagram at least two (2) weeks prior to the date of the event, an arrangement appropriate to the event will be chosen by the City and set-up. Assistance for planning seating arrangements, including tables, chairs, and stage, is available.

Tables and chairs are for exclusive use of the Lessee and will not be sublet by the Lessee.

Decorating is the responsibility of the Lessee. Decorations may be of any type or design as long as installation and placement does not damage the Civic Center, interfere with emergency ingress or egress, or violate the fire code. Decorations may not be attached to walls unless supervised by Civic Center management. Damages resulting from decorating will be borne by the Lessee. Nails, tacks, and permanent tape are prohibited from use. Lessee may be required to furnish in writing any information requested by the City to determine which facilities, arrangements, special services and/or equipment might be necessary to the staging and proper management of any event.

ALCOHOL POLICY. Lessee must accept all responsibility for, and hold harmless, indemnify, and defend the City from any liability or expense arising out of the use of alcoholic beverages at the Civic Center facility or grounds. It is the responsibility of the Lessee to obtain the appropriate permit or license when applicable prior to leasing any of the facilities of the Civic Center. Security is absolutely **required** at any function where any alcohol is present at any time. No alcohol can be consumed or served inside or outside the premises or the Civic Center until after 1:00 p.m. unless prior arrangements have been made with the Civic Center Manager.

Lessee Initials
Lessor Initials

LIABILITY FOR LESSEE'S PROPERTY. Neither the City, nor its employees, shall be liable for any loss, damage or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received in or on the premises until Lessee has made proper arrangements for receiving, handling, and storage of such materials with the City.

ADVERTISING OF EVENTS. All advertising of paid attractions must state total admission prices. The Lessee shall not announce events scheduled at the Civic Center until contracts have been properly approved and executed by the City. Commercial advertising of Lessee’s event is permitted.

The Civic Center reserves the right to display notices of future events. Lessee must provide the City with promotional material at least one (1) week prior to the date of any event for it to be included in any display.

Signs may only be posted on bulletin boards provided for such use within the Civic Center. All such advertisements must relate to the event to be held on the premises. The hanging of pictures, banners or other items from moldings or elsewhere must have approval of the City. The Lessee shall not distribute or circulate or permit to be circulated any advertising matter or programs at the entrance to any part of the premises that does not pertain completely to the immediate event. Such material must have the approval of the City. At no time shall any such advertising material be distributed or circulated on parking facilities or walkways adjacent to the facility.

OBJECTIONABLE CONDUCT. Any person at the Civic Center whose conduct is disorderly or disruptive in one or more of the following respects, may be ejected from or not allowed to enter the premises by the City’s designated representative or any peace officer:

- 1. Intoxication
- 2. Use of abusive, indecent, profane or vulgar language
- 3. Making offensive gestures or displays
- 4. Abusing or threatening another person in an obviously offensive manner
- 5. Making unreasonable loud noise
- 6. Fighting with another person,
- 7. Vandalism.
- 8. Possession of any weapon.

The Lessee for the event at which any such ejection occurs shall hold harmless, indemnify, and defend the City, its officers, agents, and employees against any claim related to such ejection.

SOLICITATIONS. No Lessee shall solicit or collect donations at the Civic Center without the approval of the City.

COPYRIGHT INFRINGEMENT. The Lessee must accept all responsibility for, and hold harmless, indemnify and defend the City from any liability or expense arising out of the use of any compositions of members of the American Society of Composers, Authors and Publishers, or any other copyright owner, that shall be performed in connection with any use of the Civic Center whether amplified, televised or otherwise not in the mechanical recording or personal rendition, unless the sponsor of the program has first paid any fee required.

SPECIAL ELECTRICAL USE. In the event a band, or any other user of the building, requires electrical power other than that which is available using regular electric outlets or source, a licensed electrician will be required. Only a licensed electrician may wire directly into the electrical source and disconnect from it. It will be the responsibility of the Lessee or user of the building to secure the services of an electrician.

DESIGNATION OF COORDINATOR. The Civic Center Manager for the San Saba Civic Center shall be designated as the individual to coordinate with the custodian and the City crews to arrange times for set-up and tear down for scheduled events.

_____ Lessee Initials
 _____ Lessor Initials

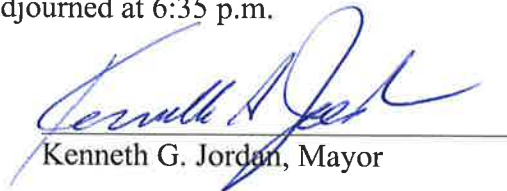
- ADOPTED BY ACTIONS OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS ON FEBRUARY 7, 2000.**
- SECURITY AND ALCOHOL POLICY PROVISIONS AMENDED BY ACTIONS OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS ON JULY 11, 2000.**
- RULES AND REGULATIONS AND FEE SCHEDULE AMENDED BY ACTIONS OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS ON DECEMBER 12, 2000.**
- SECURITY AND ALCOHOL POLICY PROVISIONS AND RULES AND REGULATIONS AMENDED BY ACTIONS OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS ON MARCH 13, 2001.**
- SECURITY DEPOSIT AMENDED BY ACTIONS OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS ON MAY 14, 2002.**
- SECURITY, ALCOHOL POLICY, AND OBJECTIONAL CONDUCT SECTIONS WERE AMENDED BY ACTIONS OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS ON FEBRUARY 13, 2007.**

CITY MANAGER’S REPORT

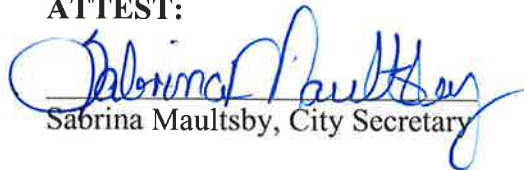
City Manager Scott Edmonson gave a brief report on the following activities in the City of San Saba: New insulation installed at the Civic Center; Buddy Whitley, Colby Reavis, and Norman Pierce have been working at the Splash Pad; Jacob Stone Products, LLC donated the big rock for the sign at the Splash Pad and also the stone on the outside of the pump building; attended a CTCOG meeting in Mills County regarding a new radio tower that would accommodate San Saba, Mills, Lampasas, and Hamilton counties, each county would have to commit to two hundred thousand dollars; LCRA bench has been installed in the Nature Park; LCRA Steps Forward Grant Project will be on April 12th; KSSB City wide cleanup will be April 13th; DPS Sergeant McKittrick donated 30 surplus radios and we are looking to find an old repeater and would have to purchase an antennae for better reception; One hundred seventy five attendees at the Eclipse information meeting at the Civic Center; Mill Pond Park will be closed to vehicle through traffic, foot traffic only; signage for parking will be displayed for Eclipse parking; the Boy Scouts have rented Risien Park the Saturday prior to the Eclipse; Port-a-pottys are a concern; Trash Receptacles will be downtown; Commercial trash only on Monday; Reflective vests have been ordered; Alternate routes have been planned for EMS and Fire Department.

OTHER REPORTS: None

As there was no further discussion, the meeting adjourned at 6:35 p.m.


Kenneth G. Jordan, Mayor

ATTEST:


Sabrina Maultsby, City Secretary