

**MINUTES**  
**MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF SAN SABA**  
**April 14, 2015**

Members in attendance were: Ken Jordan – Mayor  
Martha Leigh Whitten – Mayor Pro Tem  
Mark Amthor – Alderman  
Charlie Peeler – Alderman  
Oleta Behrens - Alderman  
Stan Weik – City Manager

Shawn Oliver, Alderman, was absent.

Others present were: Sabrina Maulsby – City Secretary  
Charlene Lindsay – Finance Director  
Susie Jimenez- City Employee  
Shayna Grant – City Employee  
Al Hamrick – City Employee  
Denver Daniel – City Employee  
Scott Glaze – City Employee  
Sergeant Misty Maldonado – City Police  
Tony Guidroz – City Employee  
Robert Carroll – City Employee  
Alice Smith – San Saba News & Star  
Travis Greenwood – ATMOS Energy  
Justin Foster – Hill Country Children’s Advocacy Center  
Kimberly Cruz - Hill Country Children’s Advocacy Center  
Perry Been – The WAY Companies  
Richard Givens – The WAY Companies

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

**PUBLIC COMMENTS:** None

**PRESENTATIONS:**

Robert Carroll, city employee working at the Transfer Site, was selected as the Employee of the Month for April. Scott Glaze, Public Works Director, and Alderman Peeler presented Robert with a plaque with his name on it and a gift certificate to a local restaurant.

Mayor Jordan read the Proclamation declaring April as Child Abuse Prevention Month and April 21<sup>st</sup> as “Go Blue Day” to support Child Abuse Prevention. Mayor Jordan presented the Proclamation to Justin Foster and Kimberly Cruz from the Hill Country Children’s Advocacy Center.

Perry Been, representative of the WAY Companies gave a brief update and analysis of findings regarding all City owned buildings. No action was taken by the Council.

**CONSENT AGENDA:**

On a motion by Alderman Whitten, seconded by Alderman Amthor, Council unanimously approved the following: minutes from the March 10, 2015 council meeting; payment of bills; approved Resolution No. 2015-07 a Resolution which authorizes the City to enter into an agreement with TXDOT for the closure of Wallace Street for Rodeo Parade on June 6, 2015; approved Resolution No. 2015-08 a Resolution closing the 300 and 400 blocks of East Wallace Street to Parking, one hour prior and during the annual Rodeo Parade in June and Christmas Parade in December; approved Resolution No. 2015-09 a resolution to waive an ordinance defining noise nuisances for April 25, 2015 at Risien Park; approved Resolution No. 2015-10 a resolution to waive an ordinance defining noise nuisances for May 9, 2015 at Risien Park; approved Resolution No. 2015-11 a resolution to waive an ordinance defining noise nuisances for May 16, 2015 at Mill Pond Park Gazebo; approved Proclamation declaring April Fair Housing Month in the Central Texas Region; approved Proclamation declaring April Child Abuse Prevention Month and April 21<sup>st</sup> "Go Blue Day" to support Child Abuse Prevention; approved a 10'x240' dedicated Utility Easement to ATMOS Energy for Property located at lots 3 and 4, Block 23 of the Old Town San Saba currently owned by San Saba EDC and was approved on a 4 to 0 Vote at the EDC Meeting held March 25, 2015.

**RESOLUTION 2015-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS, TO AUTHORIZE THE CITY TO ENTER INTO AN AGREEMENT WITH (TXDOT) TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CLOSURE OF ONE OF THE STATE'S RIGHT-OF-WAY'S (HWY 190 OR WALLACE STREET); AND AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CONTRACT.**

**WHEREAS**, the City of San Saba has requested the temporary closure of Wallace Street for the purpose of the Rodeo Parade on June 6<sup>th</sup>, 2015 at 10:00 a.m.; and

**WHEREAS**, the Parade will be located within the City's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Parade, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS:** that the City Council authorizes the Mayor and/or City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the contract with TXDOT.

**APPROVED this the 14<sup>th</sup> day of April 2015.**

**RESOLUTION NO. 2015-08**

**A RESOLUTION CLOSING THE 300 AND 400 BLOCKS OF EAST WALLACE STREET TO PARKING ONE HOUR PRIOR AND DURING THE ANNUAL RODEO PARADE IN JUNE AND CHRISTMAS PARADE IN DECEMBER; PROVIDING FOR BARRIERS AND WARNING DEVICES; SEVERABILITY AND AN OPEN MEETING CLAUSE**

**WHEREAS**, pursuant to Chapter 311 of the Texas Transportation Code, a general-law municipality such as San Saba has exclusive control over the highways, and streets of the municipality;

**WHEREAS**, City of San Saba Downtown business owners have asked the City Council to prohibit parking on the 300 and 400 blocks of East Wallace during a specific time frame;

**WHEREAS**, parking would be prohibited in this specific area for one hour prior and during the annual Rodeo and Christmas Lighted Parades;

**WHEREAS**, prohibiting parking in this area during this time will not harm public right of way uses by the City nor hinder emergency services personnel from protecting the public;

**WHEREAS**, prohibiting parking in this area during the parades will serve and protect the public health and safety of all citizens and visitors to San Saba.

**WHEREAS**, City Police staff are authorized and empowered to install barriers to prevent parking in this area during this time.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS, THAT: the 300 and 400 blocks of East Wallace Street will be closed to parking for one hour prior to and during the annual Rodeo Parade and Christmas Parade.**

**APPROVED** this the 14<sup>th</sup> day of April, 2015.

**RESOLUTION 2015-09**

**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**, **The Community Foundation, San Saba, Texas**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Risien Park on April 25<sup>th</sup>, 2015 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 April 25<sup>th</sup>, 2015 at Risien Park.

Passed and approved this 14<sup>th</sup> day of April, 2015.

**RESOLUTION 2015-10**

**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**, **Scott Sanderson, 1406 W. Sunset, San Saba, Tx**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at Risien Park on May 9<sup>th</sup>, 2015 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 May 9, 2015 at Risien Park.

Passed and approved this 14<sup>th</sup> day of April, 2015.

### **RESOLUTION 2015-11**

#### **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**, **Maria Patino, 103 E. Dry, San Saba, Tx**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Gazebo at Mill Pond Park on May 16<sup>th</sup>, 2015 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 May 16, 2015 at the Gazebo at Mill Pond Park.

Passed and approved this 14<sup>th</sup> day of April, 2015.



## OFFICE OF THE MAYOR

### Proclamation

## FAIR HOUSING MONTH

**WHEREAS**, the Governor of Texas has designated the Central Texas Council of Governments areas as State Planning Region #23; and

**WHEREAS**, the Central Texas Council of Governments is organized in accordance with Section 391 of the Local Government Code and encompasses the region of Bell, Coryell, Hamilton, Lampasas, Milam, Mills, and San Saba counties; and

**WHEREAS**, the Central Texas Council of Governments is a recipient of Texas Community Development Block Grant (TXCDBG) Program funds and must perform a well publicized activity to further fair housing opportunity within the seven-county region before final reimbursement under the current contract's expiration on August 31, 2015; and

**WHEREAS**, April is Fair Housing Month and the year of 2015 is the 47<sup>th</sup> anniversary of the passing of the Fair Housing Act;

**NOW, THEREFORE, BE IT PROCLAIMED** by the Central Texas Council of Governments that the Month of April 2015 be declared as Fair Housing Month in the Central Texas Region.

**PASSED AND APPROVED** this 14<sup>th</sup> day of April, 2015 by the City Council of the City of San Saba, Texas.



## OFFICE OF THE MAYOR

### Proclamation

## CHILD ABUSE PREVENTION MONTH

**CITY COUNCIL MINUTES**

**April 14, 2015**

**WHEREAS**, Nearly 200,000 children in Texas are reported as abused or neglected every year; and

**WHEREAS**, Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

**WHEREAS**, Communities must make every effort to promote programs that benefit children and their families;

**WHEREAS**, Effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

**WHEREAS**, Everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment; and

**WHEREAS**, April 21, 2015 is "Go Blue Day" to support Child Abuse Prevention by wearing blue;

**NOW THEREFORE**, I Mayor Ken Jordan do hereby proclaim the month of April 2015 to be

**Child Abuse Prevention Month**

in the City of San Saba, and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come and by showing support on April 21<sup>st</sup> by wearing blue.

Dated this 14<sup>th</sup> day of April, 2015

**DISCUSSION/ACTION ITEMS:**

The **first** action item was to discuss and consider entering into an Agreement with San Saba EDC to purchase Park Equipment for Mill Pond Park. Alderman Peeler made a motion to approve entering into an Agreement with San Saba EDC to purchase Park Equipment for Mill Pond Park. This motion was seconded by Alderman Behrens and passed unanimously.

**AGREEMENT**

**THE STATE OF TEXAS** §

**COUNTY OF SAN SABA** §

This Agreement is made and entered into this 19<sup>th</sup> day of March, 2015, by and between the City of San Saba, a general law municipality located in San Saba County, Texas, (the "City") and the San Saba Economic Development Corporation (the "EDC"); hereinafter referred to sometimes as the "Parties."

**WITNESSETH:**

That for and in consideration of the payment, agreements and work hereinafter mentioned, to be made and performed by the Parties and under the conditions expressed herein, the Parties agree to commence and complete a cooperative project for the purchase and installation of park improvements for Mill Pond Park located within the City (the "Project").

**Section 1. Project.**

The Parties agree that the City shall coordinate and facilitate the Project consisting of all the materials, supplies, machinery, equipment, tools, supervision, required permitting, labor, insurance, and other accessories

and services necessary to complete the Project through a buy board in lieu of direct bidding. For consideration of the City's coordination of the Project, the EDC agrees to advance funds to the City for payment by the City to suppliers, contractors, subcontractors or other parties necessary for the completion of the Project. The City hereby acknowledges this to be a public improvement project for the comfort and benefit of its citizens and visitors to the community.

**Section 2. Contract Time.**

The Project will be substantially completed within (180) days from the date of execution of this Agreement by the Parties hereto.

**Section 3. Repayment**

Upon completion of the Advance Funds, the City shall begin repayment to the EDC of the amount provided as advance funds. Such repayment shall begin on \_\_\_\_\_, 2015 and shall be in the amount of \$292.72 for 84 number of payments, such payments being made on a **monthly** basis.

**Section 4. Miscellaneous Provisions**

a. Application of Law. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

b. Venue. Venue for all lawsuits concerning this Agreement will be in San Saba County, Texas.

c. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or EDC and their employees or to create any legal rights or claims on behalf of any third party. Neither the City or the EDC or the employees thereof waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. Nothing in this Agreement shall create a right on the part of EDC to sue the City. EDC recognizes that the use of public funds shall not waive immunity from suit for City.

d. Application of Law. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

e. Notice of Default. In the event that either party breaches any terms or conditions of this Agreement, then the other party shall give written notice of such default to the party, and then if the party has not cured the default within thirty (30) days of said written notice then this agreement shall be in default. Notice shall be in writing and shall be delivered by personal delivery or certified mail to the addresses shown on this Agreement.

f. Assignment. This Agreement shall bind the Parties and their legal successors, but shall otherwise not be assignable by either Party without prior written consent of the other Parties, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

**g. Third Party Beneficiaries.** Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties any rights, benefits, or remedies under or by reason of this Agreement.

**h. Costs and Expenses.** Each Party to this Agreement shall be responsible for all costs and expenses incurred by such Party in connection with this Agreement.

**i. Cooperation.** The Parties agree to perform all obligations and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

**j. Interpretation and Reliance.** No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

**k. Relationship of Parties.** This Agreement and the transactions contemplated hereunder are based upon the active participation of the Parties. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. Except as is expressly agreed to in writing in this Agreement, no Party (or any of its agents, officers or employees) shall have any power to assume or create any obligation on behalf of the other Party.

**l. Authority of the Parties.** This Agreement was authorized by the Minutes of the San Saba EDC at its meeting on the 19th day of March, 2015 and it was determined that the President would execute the Agreement on behalf of the EDC. Further this Agreement was approved by the San Saba City Council on the 14th day of April, 2015 and the Mayor and the City Manager were authorized to execute and carry out the terms of Agreement on behalf of the City.

IN WITNESS WHEREOF, the authorized representatives of the San Saba Economic Development Corporation and the City have executed this Agreement as of the date shown above.

**San Saba Economic Development Corporation**

**City of San Saba, Texas**

**The second** action item was to discuss and consider approving Ordinance No. 2015-02 an Ordinance to permanently close for public use the remaining five (5) feet of a ten (10) foot by 179 foot length alleyway situated in the Lindley subdivision to the City of San Saba, San Saba County, located between blocks two and seventeen and blocks one and eighteen providing for the vacation, abandonment, closure of this portion of alleyway; providing for the sale of the entirety of the alleyway; and except for and public utility easement, releasing any and all public rights, title and interest. Mayor Pro-Tem Whitten made a motion to approve Ordinance No. 2015-02 an Ordinance to permanently close for public use the remaining five (5) feet of a ten (10) foot by 179 foot length alleyway situated in the Lindley subdivision to the City of San Saba, San Saba County, located between blocks two and seventeen and blocks one and eighteen providing for the vacation, abandonment, closure of this portion of alleyway; providing for the sale of the entirety of the alleyway; and except for and public utility easement, releasing any and all public rights, title and interest. This motion was seconded by Alderman Amthor and passed unanimously.

**ORDINANCE NO. 2015-02**

AN ORDINANCE TO PERMANENTLY CLOSE FOR PUBLIC USE REMAINING FIVE (5) FEET OF A TEN (10) FOOT BY 179 FOOT LENGTH ALLEYWAY SITUATED IN THE LINDLEY SUBDIVISION TO THE CITY OF SAN SABA, SAN SABA COUNTY, LOCATED BETWEEN BLOCKS TWO AND SEVENTEEN AND BLOCKS ONE AND EIGHTEEN; PROVIDING FOR THE VACATION, ABANDONMENT, CLOSURE OF THIS PORTION OF ALLEYWAY; PROVIDING FOR THE SALE OF THE ENTIRETY OF THE ALLEYWAY; AND EXCEPT FOR AND PUBLIC UTILITY EASEMENT, RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE AND INTEREST.

**WHEREAS**, pursuant to Chapter 311 of the Texas Transportation Code, a general-law municipality such as the City of San Saba (“City”) has exclusive control over the highways, alleyways, and streets of the municipality; and

**WHEREAS**, pursuant to Chapter 311 of the Texas Transportation code, the City has the authority to vacate, abandon, and close streets and alleyways within the city; and

**WHEREAS**, an alleyway is located within the City bordered on one side by Block 2, Lots 1 and 2 and Block 17, Lot 4 and ½ of Lot 3 and bordered on the other by Block 1, Lots 2 and 3 and Block 18, Lots 4 and 5 and is approximately 179 feet in length by ten (10) feet in width (“Entire Alleyway”); and

**WHEREAS**, in 2012, the owners of the property abutting the alley to the East, Robert Millican, Mike Millican and Margaret (Kay) Millican Thompson, petitioned the City to close the approximately five (5) feet by 179 feet section of the alleyway (“One-half Alleyway #1”) that abutted their property; and

**WHEREAS**, on or about October, 2012, the City Council determined that, subject to any public utilities that may lay within the Entire Alleyway, the One-half Alleyway was of no special benefit to the public or other individuals and that no one would be disadvantaged by the closure of such One-half Alleyway; and

**WHEREAS**, the City Council desires to, subject to any public utilities that may lie within the remaining portion of the alleyway “(One-half Alleyway #2), close such One-half Alleyway #2 and sell the Entire Alleyway to the abutting landowners

NOW THEREFORE, be it ordained by the City Council of the City of San Saba, County of San Saba, Texas, State of Texas:

Section 1. Findings of Fact. **The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.**

Section 2. Abandonment. **The City Council, subject to and conditioned upon the sale of the Entire Alleyway, hereby abandons any and all public rights, title and interest, if any, EXCEPT for retaining a public utility easement over the Entire Alleyway.**

**Section 3. Offer to Purchase.** The City Council desires to sell the Entire Alleyway, and hereby directs the City Administrator to offer to sell the One-half Alleyway #1 to its abutting property owner(s) and the One-half Alleyway #2 to its abutting property owner(s); if declined by one, the City Council directs the City Administrator to offer the other property owner(s) the opportunity to purchase that One-half Alleyway.

**Section 4. Purchase Price.** The purchase price of each of the One-half Alleyways, based upon market value as determined by the San Saba Appraisal District, is Eight hundred thirty-nine dollars (\$839.00), and buyer will be required to obtain a survey and pay all costs associated with survey and sale of property.

**Section 5. Conflicting Ordinances.** All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

**Section 6. Savings Clause.** All rights and remedies of the City of San Saba are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**Section 7. Penalties.** All relevant enforcement provisions and penalties in the San Saba Code of Ordinances, regarding the enforcement of ordinances or providing for a penalty for the violation of an ordinance apply to and are left intact by this Ordinance and the provisions adopted and amended herein.

**Section 8. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

**Section 9. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 10. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 14<sup>th</sup> day of April, 2015.

The third action item was to discuss and consider approving Resolution No. 2015-12 a Resolution of the City of San Saba, Texas approving the purchase of alleyway and a Special Warranty Deed; Direction the City Manager to sign the Special Warranty Deed; and providing A for related matters. Alderman Amthor made a motion to approve Resolution No. 2015-12 a Resolution of the City of San Saba, Texas approving the purchase of alleyway and a Special Warranty Deed; Direction the City

Manager to sign the Special Warranty Deed; and providing A for related matters. This motion was seconded by Alderman Amthor and passed unanimously.

RESOLUTION NO. 2015-12

A RESOLUTION OF THE CITY OF SAN SABA, TEXAS, APPROVING THE PURCHASE OF ALLEYWAY AND A SPECIAL WARRANTY DEED; DIRECTING THE CITY MANAGER TO SIGN THE SPECIAL WARRANTY DEED; AND PROVIDING A FOR RELATED MATTERS.

WHEREAS, the City of San Saba, Texas, a Texas general law municipality, (herein the "City") has previously authorized under Ordinance No. 2012-12 and Ordinance No. 2015-02, to permanently close and offer for sale an alleyway as more fully described in such Ordinance (hereinafter the "Property"); and

WHEREAS, the City received a bid that represents fair market value of such Property from Robert Millican, Mike Millican and Margaret (Kay) Millican Thompson who are adjacent property owners of such Property; and

WHEREAS, the City desires to accept such bid.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Special Warranty Deed. The City Council has reviewed the offer and the Special Warranty Deed, which allows the sale of such Property with an express reservation of a utility easement over the entire Property and finds that such sale is acceptable to the City. The Mayor and/or City Manager are, therefore, authorized to sign the Special Warranty Deed and take such actions as reasonably necessary to ensure that the City and Robert Millican, Mike Millican and Margaret (Kay) Millican Thompson receive the Property and the City its funds.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this 14th day of April, 2015.

CITY MANAGER'S REPORT

City Manager Stan Weik gave a brief report on the following activities in the City of San Saba: Another great month; Golf Tournament had 216 players; New Police Department coming along, will be cleaning up and resurfacing the floors; Sidewalk coming along; Banners are up; Humming Bird Banding on May 7<sup>th</sup>, Tents going up for Catkins; and the Rooms upstairs at Oliver's are open.

OTHER REPORTS

Scott Glaze, Public Works Supervisor reported, they are about to get through with the new PD, the Flag Box is up at the new PD for the Scouts and Masonic Lodge; Al Hamrick, Code Enforcement Officer reported that the ISO review is complete and went well; Tony Guidroz, Economic Development Director reported, the writers for The SUN an Australian Magazine will be here visiting our city and they have about 1,892,000 readers, Charles Dorman with Texas Highways Magazine will be here on Friday and our city will be in the August Issue.

**CITY COUNCIL MINUTES**

**April 14, 2015**

The meeting adjourned at 6:46 p.m.

**ATTEST:**

  
Sabrina Maulsby, City Secretary

  
Kenneth G. Jordan, Mayor