

**MINUTES
MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN SABA
June 12, 2017**

Members in attendance were: Ken Jordan – Mayor
Mark Amthor – Mayor Pro-Tem
Oleta Behrens - Alderman
Charles Peeler - Alderman
Robert Whitten - Alderman
Shawn Oliver - Alderman
Scott Glaze – Public Works Director filling in for City Manager

Others present were: Sabrina Maultsby – City Secretary
Charlene Lindsay – City Treasurer
Denver Daniel – City Employee
Jason Vogel – City Employee
Sergeant Misty Maldonado – City Employee
Farrel Whitley – City Employee
Norman Pierce – City Employee
Luis Rios – City Employee
GT Meador – City Employee
Bruce Stewart – City Employee
Sharon Blossman – Municipal/Justice of the Peace Judge

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

INSTALLATION OF ELECTED OFFICIALS

Municipal/Justice of the Peace Judge Sharon Blossman was present to issue the Statement of Elected Officials and Oath of Office to re-elected Aldermen Mark Amthor, Alderman Shawn Oliver, and Alderman Charlie Peeler.

The next item on the agenda was to elect an Alderman to serve as Mayor Pro-Tem. The Council unanimously elected Alderman Mark Amthor to serve another term as Mayor Pro-Tem.

PUBLIC HEARING:

A public hearing was opened at 6:05 p.m. to hear comments from the public on granting a zoning change for property containing approximately 5 acres located at 206 N. Harkey Street, San Saba, Texas owned by The City of San Saba, pending contract with the AJC Investment Corp. & or assigns, currently zoned (A-1) Agricultural Residence District to (R-4) Multi-Family Residence District in order to:

- 1) Build a Multi-Family Townhome Development.

The Planning & Zoning Commission met in Open Session on May 31, 2017 to consider this zoning change. The Planning and Zoning Commission recommended by 4 to 0 vote that the City Council of the City of San Saba, approve to change the zoning from A-1 to R-4 for property located at 206 N. Harkey Street, San Saba, Texas.

No one was present to speak.

The public hearing was closed at 6:06 p.m.

PUBLIC COMMENTS: None

PRESENTATIONS:

Luis Rios, Street Department Supervisor was selected as Supervisor of the Quarter for the second Quarter. Mayor Jordan and Scott Glaze, Public Works Supervisor presented Luis with a plaque with his name on it and a gift certificate to a local restaurant. G.T. Meador, city employee working at the Electric Department was selected as the Employee of the Month for June. Mayor Ken Jordan and Denver Daniel, Electric presented G.T. with a plaque with his name on it and a gift certificate to a local restaurant.

CONSENT AGENDA

On a motion by Alderman Oliver, seconded by Alderman Whitten, Council unanimously approved the following: minutes from the May 9, 2017 council meeting; payment of bills; Approved Resolution No. 2017-20 waiving noise ordinance on June 24th, 2017 at Risien Park Pavilion; Approved Resolution No. 2017-21 waiving noise ordinance on June 16th and June 17th, 2017 at Joe Ragsdale Pavilion; Approved Resolution No. 2017-22 waiving noise ordinance on June 24th, 2017 at Mill Pond Park Gazebo; Approved Resolution No. 2017-23 waiving ordinance on July 8th, 2017 at Risien Park West Slab.

RESOLUTION 2017-20

**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, **Idella Huron, P.O. Box 85, Richland Springs, Texas**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Risien Park Pavilion on June 24, 2017 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 June 24, 2017 at Risien Park Pavilion.

Passed and approved this 12th day of June, 2017.

**RESOLUTION 2017-21
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, **Ann Martin, 103 Honeytree Circle, Waxahachie, Texas**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Joe Ragsdale Pavilion on June 16th and June 17th, 2017 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 June 16th and June 17th, 2017 at the Joe Ragsdale Pavilion.

Passed and approved this 12th day of June, 2017.

**RESOLUTION 2017-22
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, **Louise Moreno, 1706 W. Commerce, 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 June 24th, 2017 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 June 24, 2017 at the Mill Pond Park Gazebo.

Passed and approved this 12th day of June, 2017.

RESOLUTION 2017-23

**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, Rogelio Aguirre, 1009 W. Church, San Saba, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Risien Park West Slab on July 8, 2017 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 July 8, 2017 at Risien Park West Slab.

Passed and approved this 12th day of June, 2017.

DISCUSSION/ACTION ITEMS:

The first action item was to discuss and consider approval of Ordinance No. 2017-05 an Ordinance to grant a change in zoning for property located at 206 N. Harkey Street, Texas owned by the City of San Saba, pending contract with AJC Investment Corp. & or assigns, currently zoned (A-1) Agricultural Residence district to (R-4) Multi-family Residence District, contingent upon the sale of said property. On a motion by Mayor Pro-Tem Amthor and seconded by Alderman Oliver, Ordinance No. 2017-05 was unanimously passed.

ORDINANCE NO. 2017-05

AN ORDINANCE AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF SAN SABA, TEXAS

WHEREAS, Andy Hansen with AJC Investment Corp. & or assigns applied to the Planning and Zoning Commission requesting that property, described as approximately a FIVE ACRE TRACT of land (Exhibit A) out of the Calvin Weaver Survey 39, Abstract 1336 located at 206 N. Harkey Street be changed from A-1 "Agriculture Residence District" to R-4 "Multi-Family Residence District" to Build a Multi-Family Housing Complex; and,

WHEREAS, the said Planning and Zoning Commission proceeded to hear said zone changes in accordance with the requirements of the Zoning Ordinance of the City of San Saba, Texas; and,

WHEREAS, the said Planning and Zoning Commission, after duly considering said zone changes in accordance with the provisions of said Ordinance, did recommend to the City Council of the City of San Saba that such requested zoning changes be granted; and,

WHEREAS, the City Council of the City of San Saba did give notice as required by said Zoning Ordinance for a public hearing to be held on same in accordance with the said Zoning Ordinance, which hearing was set for Monday, June 12th, 2017 at 6:00 p.m.; and,

WHEREAS, after deliberation on the facts involved in the zoning change, the City Council of the City of San Saba is of the opinion that such zoning changes should be made.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of San Saba that the property located at 206 N. Harkey Street be changed from A-1 to R-4 zoning classification.

PASSED AND APPROVED this the 12th day of June, 2017

The second action item was to discuss and consider approval of Contract between the City of San Saba and AJC Investment Corp. & or assigns for the sale of approximately 5 acres located at 206 N. Harkey Street. On a motion by Mayor Pro-Tem Amthor and seconded by Alderman Peeler, the Contract between the City of San Saba and AJC Investment Corp. & or assigns for the sale of approximately 5 acres located at 206 N. Harkey Street was unanimously passed.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



- 1. PARTIES: The parties to this contract are City of San Saba, Texas (Seller) and AIC Investment Corp. & or assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. PROPERTY: Lot N/A, Block N/A, up to 5 Acres out of 80.65 acre along Hervey St. Addition, City of San Saba, County of San Saba Texas, known as TBD Hervey St.
3. SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing \$ 25,000.00 B. Sum of all financing described in the attached: [] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum \$ C. Sales Price (Sum of A and B) \$ 25,000.00
4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:
5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 1,000.00 as earnest money with Cross Timbers Title as escrow agent, at 188 N. Belknap, Stephenville, Texas 76401 (address). Buyer shall deposit additional earnest money of \$ 0 with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.
6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at [] Seller's [X] Buyer's expense an owner's policy of title insurance (Title Policy) issued by Cross Timbers Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is located. (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 3. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: [] (i) will not be amended or deleted from the title policy; or [X] (i) will be amended to read, "shortages in area" at the expense of [] Buyer [X] Seller. B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer. C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only) [X] (1) Within days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property

Initialed for identification by Buyer and Seller

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Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.

- (2) Within 45 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property. Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.
- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in

Initialed for identification by Buyer _____ and Seller _____

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the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)
 (1) Buyer accepts the Property As Is.
 (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to

Initialed for Identification by Buyer _____ and Seller _____

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provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before August 10th, 2017, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Sale is contingent upon an acceptable agreement between Buyer & Seller regarding certain incentives.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

Initialed for identification by Buyer _____ and Seller _____

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- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
- 13. PRORATIONS AND ROLLBACK TAXES:**
- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCRROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-12

Contract Concerning up to 5 Acres - Harkay St., San Saba, TX. Page 6 of 8 11-2-2015
 (Address of Property)

a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

<p>To Buyer at: <u>Trafalgar Homes; Attn: Andy Hansen</u> <u>PO Box 66, Stephenville, TX 76401</u> Phone: <u>(264) 868-1005</u> Fax: <u>(817) 568-1420 - Cell Phone#</u> E-mail: <u>AndyHansen11@joullook.com</u></p>	<p>To Seller at: _____ _____ Phone: () _____ Fax: () _____ E-mail: _____</p>
---	--

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input checked="" type="checkbox"/> Other (list): <u>TBD Letter or JBD agreement</u> |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | _____ |

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-12

Contract Concerning up to 5 Acres - Herkey St., San Saba, TX. Page 7 of 8 11-2-2015
(Address of Property)

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$_____ (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, 20____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-12. This form replaces TREC NO. 9-11.

Contract Concerning up to 5 Acres - Hervey St, San Geronimo, TX. Page 8 of 8 11-2-2015
 (Address of Property)

BROKER INFORMATION
 (Print name(s) only. Do not sign)

N/A		N/A	
Other Broker Firm	License No.	Listing Broker Firm	License No.
represents	<input type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent	represents	<input type="checkbox"/> Seller and Buyer as an intermediary <input type="checkbox"/> Seller only as Seller's agent
Associate's Name	License No.	Listing Associate's Name	License No.
Licensed Supervisor of Associate	License No.	Licensed Supervisor of Listing Associate	License No.
Other Broker's Address	Fax	Listing Broker's Office Address	Fax
City	State	Zip	
City	State	Zip	
Associate's Email Address	Phone	Listing Associate's Email Address	Phone
		Selling Associate's Name	License No.
		Licensed Supervisor of Selling Associate	License No.
		Selling Associate's Office Address	Fax
		City	State
		Zip	
		Selling Associate's Email Address	Phone

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____

Address _____ Email Address _____

City _____ State _____ Zip _____ Phone: (____) _____

Fax: (____) _____

The third action item was to discuss and consider approving Ordinance No. 2017-06 and ordinance of the City of San Saba, Texas, Amending Chapter 3, Building Regulations to adopt the 2017 Edition of the National Electric Code; Adopting Local Amendments; Providing an Effective Date, Savings, and Open Meetings Clauses; and Providing for Related Matters. Scott Glaze, Public Works Director sitting in for City Manager, Stan Weik addressed the Council and explained that this Ordinance will adopt the 2017 Edition of the National Electrical Code and the City will be amending the previous Ordinance so that aluminum wire can be used instead of copper wire for the service entrance only. He also explained that the National Electrical Code allows aluminum to be used and they checked with all of the surrounding cities and they allow it as well. Scott said that aluminum wire is much better that it has been in past years and as long as it is installed properly and the required connections are used, it is safe. Denver Daniel, Electrical Supervisor concurred with Scott on this matter. On a motion by Alderman Oliver and seconded by Alderman Behrens, Ordinance No. 2017-06 was unanimously passed.

ORDINANCE NO. 2017-06

AN ORDINANCE OF THE CITY OF SAN SABA, TEXAS, AMENDING CHAPTER 3 BUILDING REGULATIONS TO ADOPT THE 2017 EDITION OF THE NATIONAL ELECTRIC CODE; ADOPTING LOCAL AMENDMENTS; PROVIDING AN EFFECTIVE DATE, SAVINGS, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the public health, safety and welfare, require the adoption and enforcement of codes governing the issuance of permits for, inspection and completion of construction, plumbing, electrical work, and buildings within the City of San Saba, Texas; and

WHEREAS, the City Council has reviewed and finds the public health, safety and welfare will be served by updating certain codes heretofore adopted by the City;

WHEREAS, the City Council further determines that certain local amendments are necessary and will serve the public well if adopted.

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

Section 1. Adoption of Findings of Fact. 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. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this Ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Amendment of Chapter 3, Article 3.02, Part 3, Electrical Code, Section 381, Adopted. The following section is hereby repealed and replaced as set forth in this ordinance.

Sec. 3.02.381 Adopted

The National Electrical Code, 2017 edition, is hereby adopted by reference as though it were copied herein fully.

Section 3. Amendment of Chapter 3, Article 3.02, Part 3, Electrical Code, Section 384, Amendments. The following section is hereby amended as set forth in this ordinance.

Sec. 3.02.384 Amendments

- (a) Except as described in subsection (c), aAll wiring must be copper.
- (b) A main disconnect must be installed within three feet (3') of the electric meter.
- (c) Either aluminum or copper may be used for the portion of the line identified as the service entrance, such portion being only on the City side of the wiring. All wiring on the landowner side must be copper.

Section 4. Cumulative Clause

This Ordinance shall be cumulative of all provisions of ordinances of the City of San Saba, Texas except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting ordinances are hereby repealed. Only those portions of the ordinance that have been addressed by this Ordinance shall be amended and all other portions of the City's ordinances shall remain in full force and effect.

Section 5. Severability Clause

It is hereby declared to be the intention of the City Council of the City of San Saba that the terms and conditions of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance.

Section 6. Savings Clause

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting building construction, building codes, fire codes, plumbing codes, mechanical codes, electrical codes, permit issuance, or contractor registration 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. Effective Date

This ordinance shall be in full force and effect from and after ten (10) days after its publication as provided in the Tex.Loc.Gov't Code.

Section 8. 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 this the 12th day of June, 2017.

The final action item was to consider approval of Ordinance No. 2017-07, amending Ordinance No. 2017-01 Specifically "Exhibit A" Fee Schedule for certain city services. On a motion by Alderman Whitten and seconded by Alderman Behrens, Ordinance No. 2017-07 was unanimously approved passed.

ORDINANCE NO. 2017-07

AN ORDINANCE AMENDING ORDINANCE NO. 2017-01 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 upon its passage.

PASSED AND APPROVED this the 12th day of June, 2017

EXHIBIT A”
CITY OF SAN SABA
FEE SCHEDULE

ANIMAL CONTROL

Standard Licensing Fees

Dog or cat annual tag \$10.00 with proof of
Vaccinations

Impoundment Fee

Dog or Cat impounded for 14 days \$10.00/per day

Adoption Fee

Animals may be adopted at no charge; however, those animals must get all their vaccinations and tags the day they are adopted

Relinquish Fee

Dog or Cat \$30.00/each

BUILDING AND DEVELOPMENT

Permits

Single-family & duplex residences	\$.10/sq.ft. \$15.00 minimum
Apartments	\$.10/sq.ft. \$15.00 minimum
Commercial & Institutional	\$.10/sq.ft. \$15.00 minimum
Additions and remodeling	\$.10/sq.ft. \$15.00 minimum
Alterations, Repairs & Renovations	\$.10/sq.ft. \$15.00 minimum
Demolition	\$ 25.00
House moving	\$100.00 plus any police/utility cost
Storage sheds over 120 sq.ft.	\$ 15.00
Green House over 120 sq.ft.	\$ 15.00
Fire alarm systems	\$100.00
Lot clearing	\$ 20.00
Plan review	\$100.00
Plan review-Bldg. dept.	\$100.00
Plan review Fire Marshall	\$100.00
Carport, accessory buildings, detached	
Garage	\$.05/sq.ft. \$10.00 minimum
Signs (illuminated & non-illuminated)	\$1.00/sq.ft. \$10.00 minimum
Moving a manufactured, modular, mobile Home in or out	\$15.00

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.

ELECTRICAL DEPARTMENT**PERMITS**

New construction-single family	\$.04/sq. ft. \$15.00 minimum
Commercial & Institutional	\$.04/sq. ft. \$15.00 minimum
Remodel	\$10.00
Construction meter loop	\$10.00

SERVICE CHARGES

Security Deposit	\$250.00
New Account Charges	\$20.00
New Service Charge	\$30.00
Non-pay reconnect charge	\$20.00
Temporary overhead connection charge	\$35.00
Short term service chg. (Mon-Fri)	\$40.00
Request meter test	\$50.00
Delinquent bill collection charge	10% of outstanding bill
Theft of Service	\$200.00
Returned Check or Bank draft charge	\$30.00

ELECTRICAL USAGE FEES**Residential**

Customer charge	\$14.55
Distribution energy charge per kWh	\$0.0438/per kWh
Plus Power Cost Recovery Factor	

Small General Service

Customer charge	\$15.05
Distribution energy charge per kWh	\$0.04
Plus Power Cost Recovery Factor	

Medium General Service

Customer charge	\$47.55
Plus a demand charge	\$ 6.76
Plus an energy charge	\$0.026
Plus Power Cost Recovery Factor	

Large General Service

Customer charge	\$83.55
Plus a demand charge	\$8.06
Plus an energy charge	\$0.019
Plus Power Cost Recovery Factor	

Park Service

Replacement charge	Bulbs as used
Customer Charge	\$7.50
Energy charge	\$0.03130
Plus Power Cost Recovery Factor	

Municipal Pumping Service

Energy Charge	\$0.05304
Plus Power Cost Recovery Factor	

Irrigation Service

Customer Charge	\$14.55
Energy Charge	\$0.03419
Plus Power Cost Recovery Factor	

AREA LIGHTING – 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.

MONTHLY RATE:

Customer Charge	175 watt mercury vapor	\$ 6.22
Customer Charge	100 watt high pressure sodium	\$ 5.86

STREET LIGHTING

Lamp Type & Wattage	Nominal Lumen Output	Estimated KWH per lamp per month	Unmetered Charge per lamp per month
<i>Mercury Vapor</i>			
175 Watt	7,900	70	\$ 6.22
400 Watt	21,000	155	N/A
<i>High Pressure Sodium Vapor</i>			
400 & 1,000 Watt	180		\$12.00
100 Watt	9,500	40	\$ 5.86
250 Watt	22,500	102	N/A
<i>Incandescent (existing)</i>			
All	N/A	100	\$ 5.34
Traffic Signals			
All	0.04718 per KWH for all energy used		

EQUIPMENT RENT FEES & LABOR FEES

BACKHOE	\$ 100.00/hr. + \$25.00 hr. with Hoe Ram
BUCKET TRUCK	\$ 200.00/hr.
DUMP TRUCK 6 YD.	\$ 50.00/hr.
DUMP TRUCK 12 YD.	\$ 75.00/hr.
SKID LOADER	\$ 125.00/hr.
VACTOR TRUCK	\$ 100.00/hr.
ROAD MAINTAINER	\$ 100.00/hr.
WATER TRUCK	\$ 75.00/hr.
SERVICE TRUCK	\$ 50.00/hr.
END DUMP TRAILER	\$ 100.00/hr.
TRACK LOADER	\$ 100.00/hr.

LABOR COST IS \$30.00/HR./PER MAN

MECHANICAL PERMIT FEES

Residential	\$.02 sq.ft. \$15.00 minimum
Commercial	\$.04 sq.ft. \$20.00 minimum

PLUMBING FEES

Permit Fees	
New Construction	
Residential	\$.04/sq.ft. \$15.00 minimum
Commercial & Institutional	\$.04/sq.ft. \$15.00 minimum
Lawn sprinkler systems	\$15.00

SANITATION COLLECTION RATES

- A. Bag \$3.50 each
- B. Loose \$10.00 per cubic yard
- C. Compacted \$15.00 per cubic yard
- D. Construction/Brush \$15.00 per cubic yard
- E. Passenger Tires \$2.00/tire less than 17.5
- F. Truck Tires \$6.00/tire
- G. Oil Filters \$1.00/each
- H. Oil \$.25 per gallon
- I. Removal of Freon \$ 15.00 per unit
- J. Used lumber not stacked \$ 30.00 per hour for labor
- K. Shingles \$24.00 per yard (no asbestos shingles accepted)

Residential Sanitation Service

- Monthly Rate inside city \$20.75
- Monthly Rate outside city \$31.13
- Extra Polycart \$5.00/month

Commercial Sanitation Service Rates

Inside City

- Commercial Hand collection cost per container
- 1 X per week \$28.47
- 2 X per week \$42.71
- 3 X per week \$56.55

Outside City

- 1 X per week \$43.31
- 2 X per week \$64.95
- 3 X per week \$84.77

Days/ week pu 3 Yard Dump	Inside City	Outside City
1	\$78.32	\$117.48
2	\$156.64	\$234.96
3	\$234.96	\$352.44
4	\$313.28	\$469.92
5	\$391.65	\$578.40
6	\$469.95	\$704.88
Days/ week pu 6 Yard Dump	Inside City	Outside City
1	\$155.42	\$233.13
2	\$310.84	\$466.26
3	\$466.26	\$699.39
4	\$621.68	\$932.52
5	\$777.10	\$1,165.65
6	\$932.52	\$1,398.78

Dumpsters that are for temporary use: construction debris, house cleaning, etc. will be charged as follows:

- \$30.00 delivery fee
- \$2.00 per day rent/\$25.00/month
- \$30.00 per dump per 3 yard dumpster
- \$60.00 per dump per 6 yard dumpster

Commercial Sanitation Service Rates – Recycling

Commercial Recycling collection cost per Trailer

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)	

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	\$1132.50
6 X per week	\$1359.00
(Extra pickup \$40.00 each)	

Commercial Recycling Hand collection for up to 3 cubic yards

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)	

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 \$20.00 each)	

Commercial Recycling Cart Collection

1 X per week	\$ 15.00
2 X per week	\$ 25.00

UTILITY INSPECTION

All re-inspections \$35.00

WATER/WASTEWATER

Water Rates

Residential

	INSIDE CITY		OUTSIDE CITY	
Base Rate	\$18.50	1 st 2,000 gal.	\$27.75	1 st 2,000
	\$ 2.50	per 1,000 from 2001-6000 gal.	\$ 3.75	per 1,000 / 2001-6000 gal.
	\$ 3.10	per 1,000 from 6001-10,000 gal.	\$ 4.65	per 1,000 / 6001-10,000 gal.
	\$ 3.86	per 1,000 over 10,000 gal.	\$ 5.70	per 1,000 over 10,000 gal.

Commercial

Base Rate	\$ 21.50 1 st 2,000 gal.	\$ 32.25 1 st 2,000
	\$ 2.50 per 1,000 from 2001-6000 gal.	\$ 3.75 per 1,000 / 2001-6000 gal.
	\$ 3.10 per 1,000 from 6001-10,000 gal.	\$ 4.65 per 1,000 / 6001-10,000
	\$ 3.86 per 1,000 over 10,000 gal.	\$ 5.70 per 1,000 / over 10,000

Wastewater Rates

Residential	\$25.50 1 st 6,000 gal.	\$ 38.25 1 st 6,000 gal.
	\$2.00 per 1,000 gal.	\$ 3.00 per 1,000 gal.
	With a max. of \$36.00	With a max. of \$54.00

(Customers with sprinkler system may request December usage rate)

Commercial	\$25.50 base rate 1 st 2,000 gal.	\$38.25 base rate 1 st 2,000 gal.
	\$ 1.00/1,000 after 1 st 2,000 gal.	\$ 1.50/1,000 after 1 st 2,000 gal.

Industrial Rates (Based on Water consumption)

	INSIDE CITY	OUTSIDE CITY
Category XL1	\$50.00 base 1 st 10,000 gals. \$ 1.00 per 1,000 / 10,001-200,000 gal.	\$75.00 base 1 st 10,000 gals. \$ 1.50 per 1,000 / 10,001-200,000
Category XL2	\$63.00 base 1 st 10,000 gals. \$ 1.00 per 1,000 / 10,001-500,000 gal.	\$94.50 base 1 st 10,000 gal. \$ 1.50 per 1,000 / 10,001-500,000
Category XL3	\$119.00 base 1 st 10,000 gals. \$ 1.25 per 1,000 / 10,001-500,000+	\$178.50 base 1 st 10,000 gal. \$ 1.88 per 1,000 / 10,001-500,000+

Fee to dump raw sewage into the wastewater plant \$0.15 per gal.

Water Tap Fees

	INSIDE CITY	OUTSIDE CITY	Cut Asphalt	Cut Concrete
¾ " water tap	\$ 750.00	\$1,050.00	+ \$ 200.00	+ \$ 300.00
1 " water tap	\$ 800.00	\$1,100.00	+ \$ 200.00	+ \$ 300.00
1 ½" water tap	\$1,100.00	\$1,550.00	+ \$200.00	+ \$ 300.00
2 " water tap	\$1,700.00	\$2,450.00	+ \$200.00	+ \$ 300.00

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

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 costs may be added for man-hours and equipment used if rock or any other obstacles are encountered.

Re-connect water fees after water has been disconnected for non-pay will be \$50.00 between 7:30 a.m. and 4:30 p.m., Monday through Friday.

Re-connect water fees on weekend, holidays, and after hours will be \$75.00

Emergency water cut off between 7:30 a.m. and 4:30 p.m. will be charged \$50.00
 Emergency water cut off on holidays, weekends and after hours will be charged \$75.00

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

PARKS & RECREATION

RENTAL FEES – OUTSIDE

FACILITY	DEPOSIT	RENT
Mill Pond Gazebo	\$150.00	\$150.00
Risien Park Pavilion	\$150.00	\$150.00
Risien Park (whole park)	\$1000.00	\$1500.00
Joe Ragsdale Pavilion	\$100.00	\$75.00
Risien Park West Slab	\$150.00	\$150.00
SS River RV Park		\$21.00 (M-Th) \$25.00 (F-Su) \$125 (weekly) \$350 (mo.)

ALCOHOL PERMIT \$25.00

RENTAL FEES – INSIDE (CIVIC CENTER)

Auditorium	8:00 a.m. to 5:00 pm.	\$25.00/hr.
Auditorium	5:00 p.m. to 1:00 a.m.	\$30.00/hr.
Meeting Room	8:00 a.m. to 5:00 p.m.	\$20.00/hr.
Meeting Room	5:00 p.m. to 1:00 a.m.	\$25.00/hr.
Kitchen Flat Fee		\$50.00
Stage Flat Fee		\$50.00
Deposit w/o alcohol		\$100.00
Deposit with alcohol		\$500.00

RENTAL FEES – POOL

SIZE OF PARTY	RESIDENT	NON-RESIDENT	ADDITIONAL GUARDS
20 or less	\$60.00/hr./2 hr. min.	\$100.00/hr./2 hr. min.	0**
21-40	\$70.00/hr./2 hr. min.	\$110.00/hr./ 2 hr. min.	1*
41-60	\$80.00/hr./2 hr. min.	\$120.00/hr./ 2 hr. min.	2*
61-80	\$90.00/hr./2 hr. min.	\$130.00/hr./ 2 hr. min.	3*
81+	\$100.00/hr/2 hr. min.	\$140.00/hr. /2 hr. min.	4*

*\$10/hr. for each additional lifeguard needed according to size. ** Basic rate of \$60.00 hr. includes a manager and two lifeguards. A \$50.00 returnable deposit is required to hold reservation.

CITY MANAGER’S REPORT

Scott Glaze, Public Works Director, sitting in for City Manager Weik reported on the following activities in the City of San Saba: Successful Street Dance; New Public Restrooms at the new Visitors Center got a lot of attention; Put the new water features in at Mill Pond; Signs going up for the Bouncer and the Air Bag Island; Street Department to sealcoat two main streets, 9th Street and Lafayette.

OTHER REPORTS

Denver Daniel, Electric Department Supervisor, reported they set another pole for the Electrical line on Highway 16, Trimming Trees, Pecan Sheller may fire up their new electrical system on Friday or next week; Jason Vogel, Animal Control Officer reported retrieving lots of snakes in the City; Bruce Stewart, Code Enforcement Officer reported issuing permits, doing inspections, and notifying citizens of grass problems; Luis Rios, Street Department Supervisor reported they have been doing a lot of weedeating, tree trimming, trimming bushes around the corners, and patching the roads; Norman Pierce, Shop Supervisor reported he was getting to the end of the Grapple Truck project that used to be the old yellow dump truck, lots of projects; Sergeant Misty Maldonado reported that they have had a very, very busy month, new Officer is being proactive writing tickets; Mayor Ken Jordan reported the City Manager and numerous KSSB Commission Members are at the Keep Texas Beautiful Conference in San Antonio and the City of San Saba has won a lot of awards and doing really well, a small town with a big impact.

As there was no further discussion, the meeting adjourned to the Budget Workshop.

Council members took a brief recess and Mayor invited everyone to enjoy refreshments in honor of the newly elected officials before beginning the Budget Workshop. Luis Rios presented the budget for the Street Department, Jason Vogel presented Animal Control Department, Bruce Stewart presented the budget for Code Enforcement Department, Norman Pierce presented the budget for the Shop Department, and Farrel Whitley presented the budget for the Parks Department.

The Street Department budget shows a decrease in the total budget of -\$3,450.00.

The Code Enforcement/Animal Control budget shows a decrease in expenses of -\$800.00 due to not needing to purchase manuals.

Shop Department Budget remains the same as last year.


The Parks Department Budget shows a decrease in the total budget of -\$6,250.00.

The next Budget Workshop is scheduled for Tuesday, June 27, 2017 at 6:00 p.m.

The meeting adjourned at 7:30 p.m.

ATTEST:


Sabrina Maultsby, City Secretary


Kenneth G. Jordan, Mayor