

**MINUTES**  
**MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF SAN SABA**  
**September 8, 2015**

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

Others present were: Sabrina Maultsby – City Secretary  
Charlene Lindsay – Finance Director  
Scott Glaze – City Employee  
Denver Daniel – City Employee  
Tony Guidroz – City Employee  
Al Hamrick – City Employee  
Jose Rocha – City Employee  
Chief Ray Riggs – Police Dept.  
Sergeant Misty Maldonado – Police Dept.  
Officer Jared Foyt – Police Dept.  
Alice Smith – San Saba News & Star  
Sheriff Steve Boyd – San Saba County Sheriff's Dept.  
Jennifer Carter - Citizen  
Javier Baez – Citizen  
Peter Hald - Citizen

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

**PUBLIC HEARING:**

A public hearing was opened to consider adopting a proposed budget for FY 2015-2016 and tax rate for 2015 tax year. The proposed tax rate was increased to last year's effective tax rate, \$.344000 per \$100 evaluation. Property taxes collected in 2015 will be \$28,856 more than what was collected in 2014 due to an increase in the total tax roll. No citizens were present to express their views on either the budget or tax rate.

The public hearing was closed at 6:01 p.m.

A second public hearing was opened to receive input on the Youth Curfew Ordinance. No citizens were present to express their views on the Youth Curfew Ordinance.

The public hearing was closed at 6:02 p.m.

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A third public hearing was opened to consider adopting a proposed Ordinance Amending Portions of Chapter 14 of the City's Zoning Ordinance to allow for additional uses in the R-1 and R-2 Zoning Districts. The Planning & Zoning Commission met in Open Session on September 4, 2015 to consider Amending Portions of Chapter 14 of the City's Zoning Ordinance to allow for additional uses in the R-1 and R-2 Zoning Districts. The Planning and Zoning Commission recommended by 5 to 0 vote that the City Council of the City of San Saba, approve the amended Portions of Chapter 14 of the City's Zoning Ordinance to allow for additional uses in the R-1 and R-2 Zoning Districts. No citizens were present to express their views on Amending Portions of Chapter 14 of the City's Zoning Ordinance to allow for additional uses in the R-1 and R-2 Zoning Districts.

The public hearing was closed at 6:03 p.m.

A fourth public hearing was opened to hear comments from the public on granting a zoning change for property located at 301 E. Brown Street, San Saba, Texas owned by Dennis Hardman currently zoned residential (R-2 to commercial (C-2) in order to: 1) Open a Commercial building to include Offices and Retail. The Planning and Zoning Commission met in open session on September 4, 2015 to consider this zoning change. The Planning and Zoning Commission recommended by 5 to 0 vote that the City Council of the City of San Saba approve to change the zoning from R-2 to C-2 for property located at 301 E. Brown Street, San Saba, Texas. No citizens were present to express their views on changing the zoning from R-2 to C-2 for property located at 301 E. Brown Street, San Saba, Texas.

The public hearing was closed at 6:04 p.m.

### **PUBLIC COMMENTS:**

Peter Hald signed up to speak and addressed the Council explaining Chief Riggs had advised him that he could do so and request to swim in Mill Pond from 11:00 a.m. to 12:00 p.m. during the week. Mr. Hald plead his case and explained that Chief Riggs and Sergeant Maldonado came to his residence and gave him a citation restricting him from swimming at Mill Pond Beach due to a reported incident. He also said that it would be cruel and unusual punishment not to allow him to swim at the beach he loves and would the Council please allow him to do this. Council took no action on this matter.

### **PRESENTATIONS:**

Scott Glaze, Public Works Director was selected as Supervisor of the Quarter for the third Quarter. Stan Weik, City Manager and Alderman Oliver presented Scott with a plaque with his name on it and a gift certificate to a local restaurant. Jose Rocha, city employee working at the Sanitation Department was selected as the Employee of the Month for September. Scott Glaze, Public Works Director and Alderman Oliver presented Jose with a plaque with his name on it and a gift certificate to a local restaurant.

Chief Ray Riggs introduced Jarod Foyt, new City of San Saba Police Officer, to the Council and citizens. Chief Riggs explained Officer Foyt was from McKinney, Texas and we were glad to have him.

### **CONSENT AGENDA:**

On a motion by Alderman Oliver, seconded by Alderman Whitten, Council unanimously approved the following: minutes from the August 11, 2015 council meeting; payment of bills; Approved

Resolution No. 2015-28 waiving noise ordinance for September 18, 19, and 20, 2015 at Risien Park Pavilion; Approved Resolution No. 2015-29 waiving noise ordinance for October 3, 2015 at Risien Park Pavilion; Approve Resolution No. 2015-30 for a Street Dance on September 19, 2015; Approved Ordinance No. 2015-09 to temporarily close Cherokee Street from E. Wallace Street to E. Commerce Street on September 19, 2015; Approved Ordinance No. 2015-10 approving a request by St. Mary’s Catholic Church to temporarily close a portion of North Sixth Street on October 11, 2015; Approved the Dispatchers Services Interlocal Agreement between the County of San Saba, Texas and the City of San Saba, Texas; Approved Resolution No. 2015-31 contract between City and County for Emergency Management Coordinator position; and Approved updated contract with Municipal Judge Leslie Dawson who was issued the Statement of Appointed Officer and Oath of Office to Appointed officer at an earlier date.

**RESOLUTION 2015-28**

**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**, Elizabeth Craddock, 300 CR 4965, Kempner, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at Risien Park Pavilion on September 18<sup>th</sup>, 19<sup>th</sup>, and 20, 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 September 18<sup>th</sup>, 19<sup>th</sup>, and 20, 2015 at Risien Park Pavilion.

Passed and approved this 8<sup>th</sup> day of September, 2015.

**RESOLUTION 2015-29**

**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 Street, San Saba, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at Risien Park Pavilion on October 3<sup>rd</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 October 3, 2015 at Risien Park Pavilion.**

Passed and approved this 8<sup>th</sup> day of September, 2015.

**RESOLUTION 2015-30**

**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, Tony Guidroz with the Economic Development Committee, San Saba, Tx, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Street Dance located on the West side of the Courthouse on September 19<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 September 19, 2015 at the Street Dance located on the West side of the Courthouse.**

Passed and approved this 8<sup>th</sup> day of September, 2015.

**ORDINANCE NO. 2015-09**

**AN ORDINANCE APPROVING A REQUEST SUBMITTED BY DIRECTOR REPRESENTING THE ECONOMIC DEVELOPMENT COMMITTEE TO TEMPORARILY CLOSE THE BLOCK OF CHEROKEE STREET BETWEEN EAST WALLACE STREET AND EAST COMMERCE STREET FROM THE HOURS OF 3:00 P.M. TO 1:00 A.M. ON SEPTEMBER 19, 2015.**

**WHEREAS, Tony Guidroz, Director of the Economic Development Committee, San Saba, Texas has requested from the City Council of the City of San Saba for permission to close the portion of Cherokee Street located between Wallace and Commerce Streets September 19, 2015 from 3:00 p.m. to 1:00 a.m.**

**WHEREAS, there are no homes located on this section of Cherokee Street that would be affected by this closure;**

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WHEREAS, the temporary closure of such street for public use will not harm public right of way uses by the City of San Saba nor hinder emergency services personnel from protecting the public.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN SABA that this section of Cherokee Street be temporarily closed from the hours of 3:00 p.m. to 1:00 a.m. on September 19, 2015.**

**PASSED AND APPROVED this the 8<sup>th</sup> day of September, 2015.**

**ORDINANCE NO. 2015-10**

**AN ORDINANCE APPROVING A REQUEST SUBMITTED BY ST. MARY’S CATHOLIC CHURCH TO TEMPORARILY CLOSE A PORTION OF NORTH SIXTH STREET FOR THE FALL FESTIVAL FROM 10:00 A.M. TO 10:00 P.M. ON OCTOBER 11, 2015.**

WHEREAS, St. Mary’s Catholic Church is requesting to temporarily close a portion of North Sixth Street which is located on the West Side of the Church;

WHEREAS, North Sixth Street would only be closed from Wallace Street to the property located at 107 North 6<sup>th</sup> Street;

WHEREAS, the citizen living at 107 North 6<sup>th</sup> Street has no opposition to the closing of Sixth Street to their property;

WHEREAS, this portion of North Sixth Street would only be closed from 10:00 a.m. to 10:00 p.m. on October 11, 2015;

WHEREAS, the closing of the street for public use will not harm public right of way uses by the City of San Saba nor hinder emergency services personnel from protecting the public;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS that this portion of North Sixth Street from Wallace Street to 107 North 6<sup>th</sup> Street be temporarily closed from 10:00 a.m. to 10:00 p.m. on October 11, 2015.**

**PASSED AND APPROVED this the 8<sup>th</sup> day of September, 2015.**

**DISPATCHER SERVICES  
INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and between the **COUNTY OF SAN SABA**, a Texas political subdivision, hereinafter referred to as “**COUNTY**”, and the **CITY OF SAN SABA**, a Texas municipal corporation, hereinafter referred to as “**CITY**”.

WHEREAS, City and County desire to enter an interlocal agreement for Dispatcher services within City pursuant to Chapter 791, Tex. Gov’t Code; and

WHEREAS, City desires to obtain advanced Dispatcher services from County and County is willing and ready to furnish such service upon the terms and conditions hereinafter more particularly set forth;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to set forth the terms under which County will provide Dispatcher services within the incorporated limits of City and to provide consideration for such services.

2. **TERM.** The initial term of this Agreement is annually effective October 1, 2015, and ending September 30, 2016 (the "Initial Term"). From and after the Initial Term, this Agreement shall renew automatically for an annual term, under the terms and for the consideration as indicated in this Agreement, unless the Agreement is terminated as provided herein.

3. **SERVICES.** During the term of this Agreement, County Dispatch services shall respond to calls for emergency and non-emergency services and shall generally provide Dispatcher services within the corporate limits of City, subject to the availability of personnel and equipment. County shall provide the number of Dispatchers as it deems appropriate seven days per week, twenty four hours per day at the sole discretion of the County. County shall perform all actions in a reasonable manner and according to the minimum acceptable level of Dispatchers to be provided.

4. **POLICY MAKING AUTHORITY.** County shall be solely responsible for setting policy for, managing and supervising the provision of services provided under this Agreement. County shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, and City shall have no control of or supervision over the employees of County.

5. **COMPLIANCE WITH LAWS.** County, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of services.

6. **CONSIDERATION.** City agrees to pay to County the sum of \$6,500.00 monthly or the sum of \$6,695.00 monthly contingent on a 3% increase effective October 1, 2015. Monthly payments commencing on the 1<sup>st</sup> of each fiscal year that this Agreement is in effect as consideration for the provision of Dispatcher services under this Agreement. The County shall pay all utilities, including cable and internet services, for said Building where the Dispatchers are located.

7. **HOLD HARMLESS AND INDEMNIFICATION**

A. As permitted by, and intended to be consistent with, sections 791.006(a) and 791.006(b) of the Act, the Parties to this Agreement agree that any civil liability arising from or related to the services provided under this Agreement shall be solely the responsibility of, and shall lie exclusively with, the Party that actually incurred the liability. Further, nothing in this Agreement is intended to or shall have the effect of adding to or changing the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101, or other applicable law.

B. To the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party, including its officers, employees, agents and representatives, from and against any and all third party claims of any kind arising from or related to each Party's own conduct performed in accordance with this agreement, including, without limitation, costs of court, awards of damages, fines or penalties, reasonable attorneys' fees and other costs of defense or of settlement, attempted settlement or alternative dispute resolution.

C. Each party to this agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to this Agreement.

8. **TERMINATION.** Either party to this Agreement shall have the right, in such party's sole discretion and at such party's sole option, to terminate this Agreement by notifying the other party in writing thirty (30) days prior to termination.

9. **NOTICE AND CONTRACT ADMINISTRATION.** Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

COUNTY OF SAN SABA  
Attn: Judge Byron Theodosis  
San Saba County Courthouse  
San Saba, Texas 76877

CITY OF SAN SABA  
Attn: Mayor Ken Jordan  
303 South Clear Street  
San Saba, TX 76877

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

10. **ENTIRE AGREEMENT.** This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

11. **CURRENT REVENUES.** Each party shall satisfy the party's respective financial obligations under this Agreement from current revenue funds.

12. **APPROPRIATIONS.** Notwithstanding any provision contained herein, the financial obligations of County contained herein are subject to and contingent upon appropriations by the San Saba County Commissioners Court of such funds or other revenues being available, received, and appropriated by County in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of County. Notwithstanding any \

provision contained herein, the financial obligations of City contained herein are subject to and contingent upon appropriations by the San Saba City Council of such funds or other revenues being available, received, and appropriated by City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of City.

**13. GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party nor to create any legal rights or claim on behalf of any third party. No party hereto waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**14. THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed create any legal rights or claims, contractual or otherwise, on behalf of any third party.

**15. NO JOINT VENTURE, AGENCY, JOINT ENTERPRISE.** This Agreement shall not be construed to establish a partnership, joint venture, agency, (except as expressly stated herein) or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

**16. QUALITY OF SERVICE.** Except as specifically provided herein for and with respect to any contracted service, nothing in this Agreement is intended to nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. To the extent not inconsistent with the specific terms hereof, and subject to the rights of each party, the level and quality of services to be provided by each party pursuant to this Agreement shall be established by the budgets adopted by County and City.

**17. AMENDMENTS AND MODIFICATIONS.** This Agreement may not be amended or modified except by written amendment executed by County and City and authorized by their respective governing bodies.

**18. ASSIGNMENT.** No party shall assign this Agreement without the written consent of the other party.

**19. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on

such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

20. **TEXAS LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall performable in San Saba County, Texas. Venue shall like exclusively in San Saba County, Texas.

**IN WITNESS WHEREOF**, the parties have executed and attested this Agreement by their officers thereunto duly authorized.

**RESOLUTION NO. 2015-31**

**WHEREAS**, San Saba County, Texas (hereinafter **COUNTY**), represented by its Commissioners Court (represented by San Saba County Judge Byron Theodosis), and the City of San Saba, Texas (hereinafter **CITY**), represented by its Mayor and City Council, desire to facilitate an efficient and cost effective operation of government.

**WHEREAS**, the Office of Emergency Management requires that an Emergency Management Coordinator serve as the staff advisor to our County Judge, Mayor, and City Manager on emergency management matters and keep the County Judge and City Manager apprised of our preparedness status and emergency management needs.

**WHEREAS**, the **COUNTY** and **CITY** feel that the joint operation of the office of Emergency Management, with duties and salary be split between the **COUNTY** and **CITY**;

**WHEREAS**, the Emergency Management Coordinator of **SAN SABA COUNTY, TEXAS**, agrees to continue to perform the duties for the **COUNTY** and **CITY**:

**NOW, THEREFORE**, this agreement is made and entered into this 8<sup>th</sup> day of September, 2015, between **COUNTY** and **CITY**, for the purpose of filling the position of Emergency Management Coordinator, and that the **COUNTY** offices will be used for said position, for a term beginning October 1, 2015, and extending until September 30, 2016.

For and in consideration of the sum of Three Thousand Three Hundred Nineteen dollars and no/100 (\$3,319.00) per annum, payable to **COUNTY**, as salaries and mutual covenants hereinafter promised or agreed to be undertaken, the **COUNTY** shall assume the duties of Emergency Management Coordinator, administer all office duties and be housed in the San Saba County Courthouse in San Saba, Texas, while performing said duties.

Executed this the 8<sup>th</sup> day of September, 2015.

THE STATE OF TEXAS §

COUNTY OF SAN SABA §

**WHEREAS**, the City of San Saba, Texas (hereinafter **CITY**), represented by its Mayor and City Council, and San Saba County, Texas (hereinafter **COUNTY**), represented by its Commissioners Court, desire to facilitate an efficient and cost-effective operation of government.

**WHEREAS**, the office of Justice of the Peace, in addition to various civil jurisdictional duties, requires that a magistrate be trained in the proper administration of criminal justice relating to enforcement of traffic offenses, Class C misdemeanors, and county ordinances;

**WHEREAS**, the office of Municipal Judge also requires that a magistrate be trained in the proper administration of criminal justice relating to enforcement of traffic offenses, Class C misdemeanors and municipal ordinances;

**WHEREAS**, due to a relatively low volume of cases, the CITY and COUNTY feel that the joint operation of the office of Justice of the Peace and that of Municipal Judge is a responsible and cost-effective plan which has worked adequately for the past several years; and

**WHEREAS**, LESLIE DAWSON, JUSTICE OF THE PEACE, SAN SABA COUNTY, TEXAS, agrees to continue to perform the duties of Municipal Judge for CITY:

**NOW, THEREFORE**, this agreement is made and entered into this 8<sup>th</sup> day of September, 2015 between CITY, COUNTY, and LESLIE DAWSON, for the purpose of filling the position of Municipal Judge of the City of San Saba, Texas, the parties agree that said position may be filled by LESLIE DAWSON and that the COUNTY offices and employees of the Justice of the Peace may be jointly employed for purposes of municipal business, for a term beginning October 1, 2015 and extending until September 30, 2016.

For and in consideration of the sum of Twenty-one Thousand, Three Hundred and Sixty-Six Dollars and no/100 (\$21,366.00) per annum, payable to COUNTY and LESLIE DAWSON, JUSTICE OF THE PEACE, as salaries and the mutual covenants hereinafter promised or agreed to be undertaken, LESLIE DAWSON, CITY and COUNTY agree that LESLIE DAWSON shall assume the duties of Municipal Judge of San Saba, Texas; administer the filing, hearing, collection, and reporting of cases relating thereto; provide an accounting of receipts and disbursements relating to the operation of said office; and be housed in the San Saba County Courthouse in San Saba, Texas, while performing said duties.

Executed this the 8<sup>th</sup> day of September, 2015.

**DISCUSSION/ACTION ITEMS:**

The first item for discussion was to approve Resolution No. 2015-32 approving the proposed budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016. Alderman Amthor made the motion to approve Resolution No. 2013-31 which was seconded by Alderman Oliver. A record vote was taken: Mayor Pro-Tem Mark Amthor – Aye

- Alderman Shawn Oliver – Aye
- Alderman Robert Whitten – Aye
- Alderman Charles Peeler – Aye
- Alderman Oleta Behrens - Aye

with council members unanimously approving Resolution No. 2015-32 to approve the proposed budget for FY 2015-2016.

**RESOLUTION 2015-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS, APPROVING THE PROPOSED BUDGET FOR THE 2015-2016 FISCAL YEAR.**

**WHEREAS**, an annual budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016, has been duly created by the budget officer of the City of San Saba, Texas, in accordance with Chapter 102 of the Texas Local Government Code; and

**WHEREAS**, the budget officer for the City has filed the proposed budget in the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102 of the Local Government Code; and

WHEREAS, a public hearing was held by the City in accordance with Chapter 102 of the Local Government Code, following due publication of notice thereof, at which time all citizens and parties in interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the City Council that the 2015- 2016 fiscal year budget as hereinafter set forth should be approved and adopted. Now, Therefore

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of San Saba, Texas for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as submitted to the City Council, attached hereto as Exhibit "A", be and the same is hereby adopted and approved as the budget of the City of San Saba, Texas for the fiscal year beginning October 1, 2015, and ending September 30, 2016.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2015, and ending September 30, 2016, shall be made in accordance with the budget by departmental allocation approved by this resolution unless otherwise authorized by a duly enacted resolution of the City of San Saba, Texas.

SECTION 3. Upon approval of the budget, the budget officer shall file a true and certified copy thereof with the County Clerk of San Saba County, Texas.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 5. That this Resolution shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of San Saba, Texas on the 8<sup>th</sup> day of September, 2015.

The second discussion item was to approve Resolution 2015-33 ratifying the increase in property tax revenues reflected in the budget. Adoption of a budget that requires raising more revenue from property taxes than in the previous year also requires a separate vote of the governing body of a city to ratify the property tax increase reflected in the budget. On a motion by Alderman Whitten and seconded by Alderman Behrens Resolution No. 2015-33 was unanimously approved.

### RESOLUTION NO. 2015-33

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA RATIFYING INCREASE IN BUDGET FOR THE FISCAL YEAR 2015-2016

WHEREAS, Section 26 of the Texas Property Tax Code provides that a separate vote must be taken on the portion of the budget that proposes to raise more in property taxes than last year; and

WHEREAS, the proposed tax rate will increase to last year's effective tax rate, \$.344000 per \$100 evaluation. Property taxes collected for 2015 will be \$28,856.00 more than what was collected in 2014 due to an increase in the total tax roll.

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

- 1. That the increase in property taxes is ratified as reflected in the budget.

PASSED, APPROVED AND ADOPTED this the 8<sup>th</sup> day of September 2015.

The third action item was to approve Ordinance No. 2015-11 adopting the tax rate as presented. The property tax will increase to last years effective tax rate, \$.344000 which is effectively .01% increase in the tax rate based on the increase in property values. Alderman Whitten made the motion to approve Ordinance No. 2015-11 which was seconded by Alderman Amthor.

A record vote was taken: Mayor Pro-Tem Mark Amthor – Aye  
Alderman Shawn Oliver – Aye  
Alderman Robert Whitten – Aye  
Alderman Charles Peeler – Aye  
Alderman Oleta Behrens - Aye

with Council members unanimously approving Ordinance No. 2015-11 adopting the tax rate for 2015.

**ORDINANCE NO. 2015-11  
AN ORDINANCE LEVYING A TAX RATE  
FOR THE CITY OF SAN SABA  
FOR THE TAX YEAR 2015**

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that by September 30, or the 60<sup>th</sup> day after the date the certified appraisal roll is received by the City, whichever is later, the governing body of each taxing unit shall adopt a tax rate for the current tax year; and

WHEREAS, the proposed tax rate for the current tax year of the City of San Saba, Texas consists of two such components (\$0.076745 needed for the purpose of maintenance/operations and \$0.267255) needed for the purpose of debt service.

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

**Section 1.** We, the Council of the City of San Saba, do hereby levy or adopt the tax rate of \$.344000 on \$100 valuation for the City for tax year 2015 as follows:

**Section 2.** \$ 0.076745 is for the purpose of maintenance/operation, and  
\$ 0.267255 is for the purpose of debt service

**Section 3.** The tax assessor-collector is hereby authorized to assess and collect the taxes of the City of San Saba effective the 1st day of October 2015,

**Section 4.** All ad valorem taxes levied hereby, in the total amount of \$.344000 on each one hundred dollars (\$100) of assessed valuation, shall be due and payable on or before January 31, 2016. All ad valorem taxes

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due the City of San Saba, Texas, and not paid on or before January 31, 2016 shall bear penalty and interest as prescribed in the Property Tax Code of the State of Texas.

**PASSED, APPROVED AND ADOPTED this the 8<sup>th</sup> day of September 2015.**

The fourth action item was to discuss and approve Ordinance No 2015-12, an Ordinance re-adopting the Youth Curfew Ordinance for the City of San Saba. On a motion by Alderman Amthor and seconded by Alderman Peeler, Ordinance No. 2015-12 re-adopting the Youth Curfew Ordinance for the City of San Saba as written, was unanimously approved.

### ORDINANCE NO. 2015-12

**AN ORDINANCE REVIEWING THE CURFEW ORDINANCE OF THE CITY OF SAN SABA; ESTABLISHING CURFEWS FOR MINORS; PROVIDING DEFINITIONS; PROVIDING DEFENSES AND EXCEPTIONS; PROVIDING PENALTIES; AND PROVIDING OPEN MEETINGS, SEVERABILITY AND RELATED CLAUSES.**

Whereas, Section 370.002 of the Local Government Code requires a curfew Ordinance to be reviewed and readopted every third year after adoption;

Whereas, the City Council of the City of San Saba enacted a Youth Curfew Ordinance on May 9, 1995, which became effective on May 22, 1995; and the Youth Curfew Ordinance was subsequently amended at the June 10, 1997 City Council meeting and became effective June 10, 1997; the Youth Curfew Ordinance was reviewed on April 14, 2009; the Youth Curfew Ordinance was last reviewed on April 10, 2012;

Whereas, after conducting a public hearing, the City Council of the City of San Saba, Texas (the "City"), desires to continue such a curfew ordinance; and

Whereas, the City Council of the City of San Saba finds curfew hours for minors to be necessary and reasonable for the protection of such minors and the public health, safety and welfare;

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

**Section 1. Adoption of Findings of Fact.** The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Amendment of Ordinance.** Ordinance No. 1997-4 of the City of San Saba is hereby amended in its entirety to read as follows.

## **CURFEW REGULATIONS**

### **Article 1. Definitions**

The following words and phrases when used in this Ordinance shall, for the purpose of this Ordinance, have the meanings respectively ascribed to them in this article.

**Curfew Hours.** Means 12:01 a.m. until 6:00 a.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday; and 1:00 a.m. until 6:00 a.m. on any Saturday or Sunday.

Emergency. Means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment. Means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian. Means a person who, under court order, is the guardian of the person of a minor; or a public or private agency with whom a minor has been placed by a court.

Minor. Means any person under 17 years of age not including those individuals under 17 years of age who have, in accordance with Chapter 31, Texas Family Code, had the general disabilities of minority removed.

Operator. Means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officer of a corporation.

Parent. Means a person who is a natural parent, adoptive parent, or stepparent of another person; or at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public Place. Means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain. Means to linger or stay; or fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious Bodily Injury. Means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

## **Article 2. Offenses**

(a) A minor commits an offense if he/she remains in any public place or on the premises of any establishment within the City during curfew hours.

(b) A parent or guardian of a minor commits an offense if he/she knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the City during curfew hours.

(c) The owner, operator, or any employee of an establishment commits an offense if he/she knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

**Article 3. Defenses**

It is a defense to prosecution under Article 2 that the minor was:

- (2) On an errand at the direction of the minor's parent(s) or guardian, without any detour or stop;
- (3) In a motor vehicle involved in interstate travel;
- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's residence or abutting the residence of a next door neighbor if the neighbor did not complain to the police department about the minor's presence;
- (7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City of San Saba, San Saba Independent School District, a civic organization, church or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour of stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the City of San Saba, San Saba Independent School District, church, a civic organization, or another similar entity that takes responsibility for the minor;
- (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
- (9) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.
- 10) Under Article 2(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

**Article 4. Enforcement**

Before taking any enforcement action under this Ordinance, a police officer shall ask the apparent offender's age and reason for being in the public place. The

officer shall not issue a citation or make an arrest under this Ordinance unless the officer reasonably believes that an offense has occurred and that no defense in Article 3 is applicable.

**Article 5. Penalties**

(a) A person who shall violate any provision of this Ordinance, or shall fail to comply therewith, or any of the requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of five hundred dollars (\$500.00). Each day the violation exists shall constitute a separate offense. Evidence of a culpable mental state shall not be required to establish a violation of this Ordinance.

(b) When required by Section 51.08 of the Texas Family Code, as amended, the Municipal Court shall waive original jurisdiction over a minor who violates Article 2(a) of this Ordinance and shall refer the minor to Juvenile Court.

**Article 6. Liability**

The San Saba Police Department, police officers of the San Saba Police Department, or any employee charged with the enforcement of this Ordinance, acting in good faith and without malice for the City in the discharge of his or her duties, shall not thereby be rendered liable personally and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of his or her duties. Any suit brought against the police officer or such employee, because of any act or omission in the discharge of duties under any provision of this Ordinance, shall be defended by the City attorney or an attorney appointed by the City's insurance carrier until final termination of the proceedings.

**Article 7. Governmental Immunity**

Nothing in this Ordinance shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City, the police department or its employees, or to create any legal rights or claims on behalf of any third party. Neither the City, the police department nor any of its employees, waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**Section 3. Conflicting Ordinances.** All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other ordinance of the City, the terms and provisions of this Ordinance shall govern.

**Section 4. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 5. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

**Section 6. Open Meetings.** That 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, Loc. Gov't. Code.

**PASSED AND APPROVED** this the 8<sup>th</sup> day of September, 2015.

The fifth discussion item was to discuss and consider approving Ordinance No. 2015-13 an Ordinance of the City of San Saba, Texas, amending portions of Chapter 14, Exhibit "A", The City's Zoning Ordinance to allow for additional uses in the R-1 and R-2 zoning districts; adding definitions; providing for open meeting clauses; providing for an effective date; and providing for related matters. On a motion by Alderman Oliver, and seconded by Alderman Peeler, Ordinance No. 2015-13 was unanimously approved.

**ORDINANCE NO. 2015-13**

**AN ORDINANCE OF THE CITY OF SAN SABA, TEXAS, AMENDING PORTIONS OF CHAPTER 14, EXHIBIT "A," THE CITY'S ZONING ORDINANCE TO ALLOW FOR ADDITIONAL USES IN THE R-1 AND R-2 ZONING DISTRICTS; ADDING DEFINITIONS; PROVIDING FOR OPEN MEETINGS CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the City of San Saba ("City") has been approached by individuals and entities desiring to locate and/or remodel existing locations, both residential and otherwise, into bed and breakfast facilities and uses;

**Whereas**, the City desires to define and with more certainty provide where bed and breakfast facilities may be located in the City;

**Whereas**, provision should be made for the review and approval of requests for the location and placement of bed and breakfast facilities and/or uses within certain areas of the City, including also by specific use permits;

**Whereas**, a public hearing was held on the proposed amendments to Chapter 14, the City's Zoning Ordinance;

**Whereas**, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has considered the proposed amendments to the City's Zoning Ordinance and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

**Section 1. Findings.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein 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. Definitions.** The following definitions are hereby added to Section 2.1, Definitions of Exhibit "A" of Chapter 14, the City's Zoning Ordinance to read as follows:

"Bed and Breakfast": A dwelling unit that contains no more than eight (8) guest rooms without individual cooking facilities that is rented for overnight lodging for compensation and serves at least one meal per day.

**Section 3. Amend Section 6.2. Use Regulations: "R-1" District.** Chapter 14, Exhibit A, Section 6.2 (B) of the City's Zoning Ordinance is hereby amended to add the following permitted uses as follows:

(9) Bed and Breakfast

**Section 4. Amend Section 7.2. Use Regulations: "R-2" District.** Chapter 14, Exhibit A, Section 7.2 (B) of the City's Zoning Ordinance is hereby amended to add the following permitted uses as follows:

(9) Bed and Breakfast

**Section 5. Amendment of Conflicting Ordinances.** Sections 2.1, 6.2 and 7.2 of the City's Zoning Ordinance, Chapter 14, Exhibit A, are hereby amended as provided in this Ordinance. All ordinances and parts of ordinances in conflict with this Ordinance are 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. Effective Date.** This Ordinance shall take effect immediately from and after its passage.

**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** on this 8<sup>th</sup> day of September, 2015.

The sixth action item was to discuss and consider approving Ordinance No. 2015-14 an Ordinance to grant a change in zoning for property located at 301 E. Brown Street, San Saba, Texas, owned by Dennis Hardman currently zoned residential (R-2) to commercial (C-2). On a motion by Alderman Oliver, seconded by Alderman Whitten, Council unanimously approved Ordinance No. 2015-14.

**ORDINANCE 2015-14**

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

**WHEREAS, Dennis Hardman applied to the Planning and Zoning Commission requesting that two lots, one lot being described as a TWO AND ONE-HALF (2-1/2) ACRES TRACT (Exhibit A) and one lot being described as 93/100 acres of land (Exhibit B) out of the O. Wilcox Survey No. 38, Abstract No. 1396 located at 301 E. Brown Street be changed from R-2 "Residential" to C-2 "Commercial" to open a Commercial Building to include Offices and Retail; 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 Friday, September 4<sup>th</sup>, 2015 at 12:00 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 105 E. Pecan Street be changed from R-2 to C-2 zoning classification.**

**PASSED AND APPROVED this the 8<sup>th</sup> day of September, 2015**

The seventh action item was to discuss and consider approving and authorizing City Manager, Stan Weik to enter into an agreement/contract with Found Media Group for Marketing purposes. Found Media Group is a Social Media Group based out of Austin, Texas that will create a Brand and Social Media Campaign for the City of San Saba that will take us into a new endeavor. Local participating businesses will link to each site. There are a lot of analytics for Bloggers, Facebook, Instagram, and Twitter. The City was able to negotiate a better price than originally presented. Funds will be reallocated in advertising to pay for this and will give the City Manager ability to sign. Alderman Mark Amthor Abstained from voting due to lack of Social Media knowledge. On a motion by Alderman Peeler, and seconded by Alderman Behrens, Council unanimously approved the authorizing of City Manager, Stan Weik to enter into an agreement/contract with Found Media Group for Marketing purposes.

The eighth action item was to approve Resolution No. 2015-34 a Resolution approving and confirming the purchase of a "Vehicle", 2015 Ford Taurus for the Police Department for the 2015-2016 Budget year. On a motion by Alderman Amthor, and seconded by Alderman Whitten Council unanimously approved Resolution No. 2015-24.

**RESOLUTION No. 2015-34**

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE  
OF FINANCING "VEHICLE".

WHEREAS, contingent upon the approval of the Attorney of City of San Saba (the "Issuer"), the Issuer desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Vehicle & Equipment". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

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

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Vehicle" for the 2015-2016 Budget year.

Section 2. That the Finance Contract by and between the City of San Saba and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate the City Manager as an authorized signer of the Finance Contract by and between the City of San Saba and GCC.

PASSED AND APPROVED by the Council for the City of San Saba in a meeting held on the 8<sup>th</sup> day of September, 2015.

The ninth action item was to Discuss and Consider conflict of interest in conjunction with the submission of Downtown Revitalization Program, in competition under Texas Capital fund, through the Texas Community development Block Grant program of the Texas Department of Agriculture. City Manager, Stan Weik explained that Mayor, Ken Jordan and Alderman Shawn Oliver are both required to and have signed the Affidavit Conflict of Interest form technically due to a potential conflict. Mayor Jordan shall abstain and will not have any input or discussion and Alderman Oliver shall abstain from voting.

The tenth action was to Discuss and Consider approving Resolution No. 2015-35 a Resolution for the submission of Downtown Revitalization Program, in competition under Texas Capital Fund, through the Texas Community Development Block Grant Program of the Texas Department of Agriculture. Mayor Jordan abstained making no comment regarding Resolution No. 2015-35 for or against and Alderman Shawn Oliver abstained from voting. On a motion by Alderman Whitten, and seconded by Alderman Peeler the remaining four Council Members voted unanimously to approve Resolution No. 2015-35 a Resolution for the submission of Downtown Revitalization Program, in competition under Texas Capital Fund, through the Texas Community Development Block Grant Program of the Texas Department of Agriculture.

**RESOLUTION NO. 2015-35**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK PROGRAM GRANT APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR DOWNTOWN REVITALIZATION FUNDS AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE DOWNTOWN REVITALIZATION PROGRAM GRANT.

WHEREAS, the City Council of the City of San Saba desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of San Saba to apply for funding under the Texas Community Development Block Grant Program;

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

1. That an application for Downtown Revitalization Program Funds is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Texas Capital Fund.
3. That the application be for \$150,000.00 of grant funds to provide construction and administration costs for the sidewalk improvements project.
4. That the City Council directs and designates the Mayor as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Downtown Revitalization Program Grant .
5. That all funds be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, civil rights and administrative requirements.
6. That it further be stated that the City is committing \$80,000 as a local match contribution from local sources as cash from the General Fund and in-kind services to be matched with Texas Downtown Revitalization Program Grant Funds to be used towards the construction and engineering activities of this sidewalk improvements project.

Passed and approved this 8<sup>TH</sup> day of September, 2015.

The eleventh action item was to Discuss and Consider approving Professional Services Procurement Policy in conjunction with the Texas Department of Agriculture Grant Program. On a motion by Alderman Whitten, and seconded by Alderman Behrens the Council unanimously approved the Professional Services Procurement policy in conjunction with the Texas Department of Agriculture Grant Program.

**CITY OF SAN SABA  
PROCUREMENT OF PROFESSIONAL SERVICES POLICY**

The City of San Saba establishes its process for the implementation of procurement for professional services as related to the Texas Department of Agriculture (TDA) and other federally funded programs which also include timely certification of environmentally exempt activities as required by HUD regulations and by TxCDBG environmental review of policies and procedures. Effective on the date below, the following policy and procedures will be implemented under the direction of the Mayor, as the chief elected official and certifying officer for the City of San Saba. These policies are as stated:

1. The City will use its City Manager/City Secretary, to rate professional services proposals. Staff will follow guidelines for the establishment of the criteria and evaluation factors to be used for selection and rating of competing respondents.
2. The City will ensure written certification of exempt project activities by the Chief Elected Official as the certifying officer on form prescribed by the funding agency for professional services of administration and engineering services. *The Mayor, as the Chief Elected Official, will assign the City Secretary to complete a checklist to assure that the Certification of Exempt Activities is reviewed, properly executed and submitted to Texas Department of Agriculture Environmental Specialist prior to procurement and award of contract. (This checklist is to be in accordance with HUD and TXCDBG environmental policies and procedures)*
3. Develop a list of potential engineering and administrative service firms for solicitation of services, to include previous professional service providers with RFP submittal history, in addition to acceptance of referrals from other entities certified to service TDA funded programs.
4. The City of San Saba will ensure Section 3 requirements are met and subcontracts contain all required elements. In addition, the City will use tools and technology advancements to identify and inform prospective firms of Section 3 contracting opportunities.
5. The City will use the most current rating sheet as provided in the Implementation Manual of the TDA program or federal program.
6. Staff or its designator will prepare the Cover Letter for the RFP to be signed by its Chief Elected Official, City Manager or their designated person. Cover letter will be on city letterhead.
7. City staff or its designator will prepare the proposal packet to include:
  - Scope of Work
  - Deadline for Submission
  - Proposed cost excluding engineer, architect, or surveyor fees
  - Statement of qualifications
  - Evaluation Criteria
  - Sample Contract
8. The City of San Saba will advertise in a locally distributed newspaper and distribute request for proposals to at least five firms within the local area found on the proposed list of TDA certified professional services providers. Deadline for submission must be at least ten days after the date of public advertisement and contact dates of the request for services.
9. The City of San Saba will promote participation of historically underutilized firms listed on the HUB/CMBL website.
10. The City Manager/City Secretary will meet to rate the proposals which arrived at the city on or before the deadline. Proposals which arrive late will not be considered.
11. The City of San Saba shall screen subcontractors via the System for Award Management (SAM) prior to awarding contracts for construction, engineering, and grant administration/housing provider services.
12. The ratings of the proposal(s) will be presented at the next available Council meeting for consideration of award.
13. Upon approval of the first choice for services, the Council will approve the Mayor/ City Manager to execute a professional service contract.
14. Unsuccessful respondents will be notified in writing that their proposals were not selected for contract.
15. Notification of contract award will be provided to non-selected bidders.

Adopted and implemented into City policy effective this day 8<sup>th</sup> of September 2015.

**CITY MANAGER'S REPORT**

City Manager Weik gave a brief report on the following activities in the City of San Saba: He welcomed Javier Baez and Sheriff Steve Boyd and thanked them for joining the meeting; Another great month for the City; multiple water breaks due to the extreme heat; Golf Course, doing well, and a lot of tourists in town to play golf; seeing lines at the gas pumps in town; Hunters hunting in the morning and playing golf in the afternoon and hunting again in the evening; Skunks still a problem, Animal Control eliminated 13 on Clear Street and feel the amount in town is due to the drought; Updated the Council on the 2014-2015 yearly accomplishments and all goals were met with a lot of improvements throughout the City and even though ALCO left, sales taxes increased; Very successful year; More visitors; and updated on grants for water lines and street improvements.

**OTHER REPORTS**

Department Supervisors had no additional reports to the Council; Tony Guidroz, Economic Development reported on two upcoming activities, Fiesta Patrias Sunday, September 13<sup>th</sup> from 1:00 p.m. to 10:00 p.m. and the XIII Pecan Capital Street Dance on Saturday, September 19<sup>th</sup> from 8:00 p.m. to midnight on the Courthouse square.

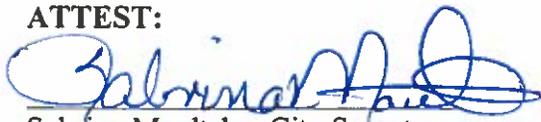
As there was no further discussion, the meeting adjourned at 6:49 p.m. and the Council took a short break before Convening into Executive Session.

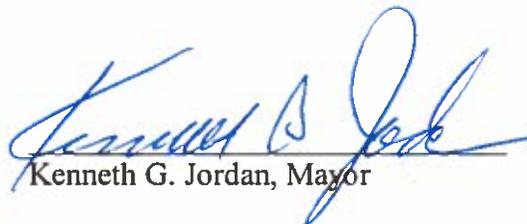
At 7:02 p.m., the City Council convened into Executive Session pursuant to Section 551.074, Texas Government Code, to evaluate the City Manager's Performance.

At 7:22 p.m., the City Council adjourned from Executive Session back into open session. No action was taken.

The meeting adjourned at 7:24 p.m.

**ATTEST:**

  
Sabrina Maulsby, City Secretary

  
Kenneth G. Jordan, Mayor