

**MINUTES**  
**MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF SAN SABA**  
**September 12, 2023**

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

Mayor Pro-Tem Robert Whitten was absent

Others present were: Sabrina Maultsby – City Secretary  
Charlene Lindsay – Finance Director  
Scott Glaze – Public Works Director  
John Bauer – Police Chief  
Darrel Lackey – Street Department Employee  
Juan Montoya – Sanitation Supervisor  
Ramiro Martinez - Sanitation Employee  
Marcus Wood – Attorney representing Tony Jacobs, Jr.  
Stephen Wilke – Chase Pecan  
Stephen Owens – Chase Pecan  
Jana Lackey – Wife of Employee  
Tom Murray – Citizen  
Elizabeth Murray – Citizen  
Brian Rogers – Citizen  
Scott Meador – Citizen  
Sheila Meador - Citizen

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

**PUBLIC HEARING:**

The first public hearing was opened to consider adopting a proposed budget for FY 2023-2024 and tax rate for 2023 tax year. The proposed tax rate was increased to last year's effective tax rate, \$.344000 per \$100 evaluation. Property taxes collected in 2023 will be \$60,162.00 more than what was collected in 2022 due to an increase in the total tax roll. No citizens were present to express their views on either the budget or tax rate. Mayor Jordan explained that the City's tax rate did not increase, no new taxes, and the City has not had a tax rate increase in several years. However, the actual Tax Revenue did increase due to an increase in property values.

The second public hearing was opened, Scott and Sheila Meador are requesting that the Planning and Zoning Commission and the San Saba City Council approve a Variance to the Zoning Ordinance in regard to the City of San Saba's minimum building line setback requirements for property located at 1101 W. Commerce Street, San Saba, Texas, Legal Description, Harwood and Fentress Subdivision, Block Number 56, Lot Number and Size NE ¼, for a Variance to construct a new carport to the existing structure, zoned One-Family Residence District (R-1).

The Planning and Zoning Commission met in Open Session on September 5, 2023 and voted with a 4 to 0 Vote in favor of approving this Zoning Variance. The City encourages citizens to make their views known at this public hearing.

The public hearings were closed at 6:02 p.m.

**PUBLIC COMMENTS:** Tom Murray residing at 204 Burkett Drive, San Saba, Texas addressed the City Council regarding property located at 201 Burkett Drive, San Saba, Texas, owned by Potomac Equities out of Dallas, Texas regarding unsightly and unsafe conditions as referenced in the City's Code of Ordinances and provided paperwork regarding violations. He also provided pictures of the unsafe and unsightly conditions. Mr. Murray explained the this is a fire hazard, attracting rats, and snakes. He said that he and Marcie Butler have both visited with the Code Enforcement Officer on numerous occasions and Marcie has been to City Hall about this situation. Mr. Murray said this has been going on for about a year and one half and they would like to see something done. Mayor Jordan explained that the City Council can't take any action on this, but we will sure see where it is at this point and what we can do about it.

**PRESENTATIONS:**

Scott Glaze, Public Works Director was selected as Supervisor of the third Quarter. City Manager Scott Edmonson and Alderman Michael Nelson presented Scott with a plaque with his name on it and a gift certificate to a local restaurant. Darrel Lackey, Employee working in the Street Department was selected as the Employee of the Month for September. Scott Glaze, Public Works Director and Alderman Michael Nelson presented Darrel with a plaque with his name on it and a gift certificate to a local restaurant.

**CONSENT AGENDA:**

On a motion by Alderman Michael Nelson, seconded by Alderman Oleta Behrens, Council unanimously approved the following: minutes from the August 8<sup>th</sup>, 2023, City Council Meeting and Budget Workshop, and August 22<sup>nd</sup>, 2023 Special Called Meeting and Budget Workshop; payment of bills; Approved the Dispatcher Services Interlocal Agreement between the County of San Saba, Texas and the City of San Saba, Texas; Approved an Interlocal Agreement between City and County for the Emergency Management Coordinator Position; Approved the Interlocal Agreement between the City of San Saba and San Saba County for Flood Plain Management; Approved updated Contract with appointed Municipal Judge Sharon Blossman; Approved an Interlocal Agreement between the County of San Saba and the City of San Saba regarding Emergency Medical Services; Approved Resolution No. 2023-31 waiving noise ordinance on September 30<sup>th</sup>, 2023 for Krystel Russ at Mill Pond Park Gazebo; Approved Resolution No. 2023-32 approving an extension waiving Ordinance defining noise nuisances for LEHNE Construction, Inc. conducting work on the Chase Pecan Project, located at 2803 W. Wallace Street, San Saba, Texas regarding early morning concrete pours from 1:00 a.m. till 7:00 a.m. from September 12, 2023 through October 31, 2023; Approved Resolution No. 2023-33 appointing Cade McBee replacing Dario Jimenez of the San Saba Economic Development Corporation, term expiring January 2024; Approved Ordinance No. 2023-09 temporarily closing Cherokee Street from E. Wallace Street to E. Commerce Street on September 15, 2023.

## 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 term of this Agreement is effective October 1, 2023 and ending September 30, 2024 (the “Term”). From and after the 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 for the City's portion for dispatch services and to be shown as a dedicated budget line item for the sole purpose of salary and salary increases only. Such amounts are not to be included and/or used for or in any way any portion of costs to be borne by the County, including but not limited to Healthcare, Benefits, etc. the sum of One Hundred One Thousand, Four Hundred, Twenty-four Dollars and no/100 (\$101,424.00) per annum or Eight Thousand, Four Hundred, Fifty-two Dollars and no/100 (\$8,452.00) monthly effective October 1, 2023 for the upcoming fiscal year ending September 30, 2024. 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 Jody Fauley  
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 herein above 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.

**ATTEST:**

**COUNTY OF SAN SABA, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kim Wells  
Title: County Clerk

Name: Jody Fauley  
Title: Judge

**Date:** \_\_\_\_\_

**ATTEST:**

**CITY OF SAN SABA, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sabrina Maulsby  
Title: City Secretary

Name: Ken Jordan  
Title: Mayor

**Date:** \_\_\_\_\_

**EMERGENCY MANAGEMENT COORDINATOR  
INTERLOCAL AGREEMENT**

**WHEREAS**, San Saba County, Texas (hereinafter COUNTY), represented by its Commissioners Court (represented by San Saba County Judge Jody Fauley), 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:

**NOW, THEREFORE**, this agreement is made and entered into this the 12th day of September, 2023, between COUNTY and CITY, for the purpose of maintaining the position of Emergency Management Coordinator, and that the COUNTY offices will be used for said position, for a term beginning October 1, 2023, and extending until September 30, 2024.

For and in consideration of the sum of Four Thousand, Three Hundred ninety-two dollars and no/100 (\$4,392.00) per annum or Three Hundred sixty-six Dollars and no/100 (\$366.00) monthly, payable to COUNTY for the salary of the CITY’s portion of the Emergency Management Coordinator and to be shown as a dedicated budget line item for the sole purpose of salary and salary increases only. Such amounts are not to be included and/or used for or in any way any portion of costs to be borne by the County, including but, not limited to Healthcare, Benefits, etc. and mutual covenants hereinafter promised or agreed to be undertaken, the COUTNY, on behalf of both entities, shall maintain the position of Emergency Management Coordinator who shall administer all office duties and be housed in the San Saba County Courthouse or with other County Offices during the Courthouse restoration in San Saba, Texas, while performing said duties.

Executed this the 12th day of September, 2023.

**SAN SABA COUNTY, TEXAS**

By: \_\_\_\_\_  
Jody Fauley, County Judge

By: \_\_\_\_\_  
Marsha Hardy, Emergency  
Management Coordinator

**CITY OF SAN SABA, TEXAS**

By: \_\_\_\_\_  
Kenneth G. Jordan, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Sabrina Maultsby, City Secretary

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN SABA, TEXAS AND SAN SABA COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT**

**WHEREAS**, the City Council of the City of San Saba, Texas and the Commissioners Court of San Saba County, Texas, both entities being political subdivisions of the State of Texas, have determined that it would be to the mutual advantage of both governmental entities to enhance the respective tax base within the City of San Saba and

**WHEREAS**, the qualification of properties for flood insurance under the National Flood Insurance Program would provide increased marketability, increased value and thereby contribute to the mutual benefit of the respective governmental bodies, and

**WHEREAS**, the County of San Saba currently has, in place, the resources, including personnel and appropriate mapping, which wholly contains the limits of the City of San Saba and can provide the services necessary and adjunct to flood plain administration; and

**WHEREAS**, both governing bodies have a mutual interest in providing their citizens with effective, cooperative governmental services at a reasonable cost and without wasteful duplication of services; and

**WHEREAS**, this interlocal agreement is made pursuant to the authority granted in Texas Government Code Chapter 791.

**NOW THEREFORE**, for the mutual considerations expressed above, the County of San Saba agrees to allow its County Flood Plain Administrator to be named as the City Flood Plain Administrator and to allow such person to serve in such dual capacity for the duration of this agreement. The City of San Saba agrees to cooperate in the processing of any application within the limits of the City of San Saba in reasonable ways and means as determined by the Flood Plain Administrator. The County Flood Plain Administrator shall remain a County employee.

In the event that there is any claim of any nature arising out of the services provided by the County to the City under this agreement, the City shall indemnify and defend the County except in instances of gross negligence or intentional misconduct.

This agreement shall continue for a year period and must be renewed annually. In the event that the County should determine that the contract has become a financial burden due to the volume of requests for services, the parties agree to negotiate in good faith to reach a mutually agreed compensation to be paid by the City to the County. If no agreement can be reached, then either party may terminate the contract to be effective upon the qualification and approval of a substitute Flood Plain Administrator for the City of San Saba.

**EXECUTED** by the Honorable Kenneth Jordan, Mayor of the City of San Saba, Texas, pursuant to authority granted by resolution passed by the Council on the 12<sup>th</sup> day of September, 2023, with 4 Council members voting for and 0 Council members voting against.

**EXECUTED** by the Honorable Jody Fauley, County Judge of San Saba County, Texas, pursuant to authority granted by resolution passed by Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, with \_\_\_\_\_ Commissioners voting for and \_\_\_\_\_ Commissioners voting against.



**EXECUTED** by Judge Jody Fauley this \_\_\_ day of \_\_\_\_\_, 2023 and **EXECUTED** by Mayor Kenneth Jordan this 12th day of September, 2023.

\_\_\_\_\_  
Kenneth Jordan, Mayor  
City of San Saba, Texas

\_\_\_\_\_  
Jody Fauley, Judge  
San Saba County, Texas

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**, SHARON BLOSSMAN, 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 12th day of September, 2023 between CITY, COUNTY, and SHARON BLOSSMAN, 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 SHARON BLOSSMAN 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, 2023 and extending until September 30, 2024.

For and in consideration of the sum of Forty-two Thousand, Three Hundred, Seventy-two Dollars and no/100 (\$42,372.00) per annum or Thirty-five Hundred, Thirty-one Dollars and no/100 (\$3,531.00) per month, payable to COUNTY for the salary of SHARON BLOSSMAN, JUSTICE OF THE PEACE, and to be shown as a dedicated budget line item for the sole purpose of salary and salary increases only. Such amounts are not to be included and/or for or in any way any portion of costs to be borne by the County including but, not limited to Healthcare, Benefits, etc. and the mutual covenants hereinafter promised or agreed to be undertaken, SHARON BLOSSMAN, CITY and COUNTY agree that SHARON BLOSSMAN 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 Police Department in San Saba, Texas, while performing said duties.

Executed this the 12<sup>th</sup> day of September, 2023.

**CITY OF SAN SABA, TEXAS**

By: \_\_\_\_\_  
Kenneth G. Jordan, Mayor

**SAN SABA COUNTY, TEXAS**

By: \_\_\_\_\_  
Jody Fauley, County Judge

By: \_\_\_\_\_  
Sharon Blossman, Individually, and  
As Justice of the Peace, San Saba  
County, Texas, and Municipal  
Judge, San Saba, Texas

**EMERGENCY MEDICAL 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 emergency medical services within City pursuant to Chapter 791, Tex. Gov't Code; and

**WHEREAS**, City desires to obtain advanced emergency medical 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 emergency medical services within the incorporated limits of City and to provide consideration for such services.
- 2. TERM.** The term of this Agreement is effective October 1, 2023, and ending September 30, 2025. This Agreement shall renew automatically with two one-year auto-renewed terms, 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 shall respond to calls for emergency medical services and shall generally provide emergency medical services within the corporate limits of City, subject to the availability of personnel and equipment. County shall send the number of EMS units to each incident as it deems appropriate on a case by case basis and at the sole discretion of the EMS.
- 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 44% of Hamilton Healthcare System EMS service monthly payments (\$9,166. 75) commencing on October 1, 2023 of each year that this Agreement is in effect as consideration for the provision of EMS services under this Agreement. City shall provide County with the use of the building located at 102 S. Spring (the "Building") for the purpose of providing EMS services under this Agreement. The County and the City shall share the cost of maintenance of the Building equally. The County of their Service Provider of EMS Services shall pay all utilities, including cable and internet services, for said Building.

**7. INDEMNIFICATION/HOLD HARMLESS.** All services to be rendered or performed under this Agreement will be performed or rendered entirely at County's own risk and, to the extent permitted by law, County expressly agrees to indemnify and hold harmless City and all City's officers agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from, arise out of, or are in any way connected with the services to be performed by County under this Agreement; County shall keep and maintain liability insurance, or risk pool coverage, in effect during the term of this Agreement to provide coverage and protection for its officers and employees. This paragraph assigns civil liability pursuant to Section 791.006(a-1), Tex. Gov't Code, which is different than liability otherwise assigned under Section 791.006(a), Tex. Gov't Code.

**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 one hundred twenty (120) 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: County Judge  
500 E. Wallace Street, Suite 201  
San Saba, Texas 76877

CITY OF SAN SABA  
Attn: Mayor  
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 be performable in San Saba County, Texas. Venue shall lie exclusively in San Saba County, Texas.

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

**ATTEST:**

**COUNTY OF SAN SABA, TEXAS**

By: \_\_\_\_\_  
Name: Kim Wells  
Title: County Clerk

By: \_\_\_\_\_  
Name: Jody Fauley  
Title: Judge

**Date:** \_\_\_\_\_

**ATTEST:**

**CITY OF SAN SABA, TEXAS**

By: \_\_\_\_\_  
Name: Sabrina Maultsby  
Title: City Secretary

By: \_\_\_\_\_  
Name: Kenneth Jordan  
Title: Mayor

**Date:** \_\_\_\_\_

**DISCUSSION/ACTION ITEMS:**

**The first item for discussion/action** was to Discuss and Consider approval of Resolution No. 2023-34 approving the proposed budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024. Alderman Michael Nelson made the motion to approve Resolution No. 2023-34 which was seconded by Alderman Behrens. A record vote was taken with Council members unanimously approving Resolution No. 2023-34 approving the proposed budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024.

**RESOLUTION 2023-34**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS,  
APPROVING THE PROPOSED BUDGET FOR THE 2023-2024 FISCAL YEAR.

**WHEREAS**, an annual budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024, 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 2023-2024 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, 2023, and ending September 30, 2024, 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, 2023, and ending September 30, 2024.

**SECTION 2.** That the expenditures during the fiscal year beginning October 1, 2023, and ending September 30, 2024, 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 12<sup>th</sup> day of September, 2023.

The Second discussion/action item was to discuss and consider approval of Resolution 2023-35 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. Alderman Marcus Amthor made a motion to approve Resolution No. 2023-35 ratifying the increase in property tax revenues reflected in the budget, seconded by Alderman Michael Nelson the motion and a record vote was taken with Council members unanimously approving Resolution No. 2023-35 ratifying the increase in property tax revenues reflected in the budget.

**RESOLUTION NO. 2023-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA RATIFYING INCREASE IN BUDGET FOR THE FISCAL YEAR 2023-2024**

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 2023 will be \$60,162.00 more than what was collected in 2022 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 12<sup>th</sup> day of September 2023.**

The third discussion/action item was to Discuss and Consider Approval of Ordinance No. 2023-10 levying a tax rate of \$.344000 for the City of San Saba for 2023. This rate will raise more taxes for maintenance and operations than this rate raised last year. The property tax will increase to last year’s effective tax rate, \$.344000 which is effectively .01% increase in the tax rate based on the increase in property values. Alderman Shawn Oliver made the motion to approve Ordinance No. 2023-10 to adopt the tax rate be adopted as presented. The property tax will increase to last year’s effective tax rate of \$.344000 which is effectively .01% increase in the tax rate based on property values. Alderman Marcus Amthor seconded the motion. A record vote was taken with Council members unanimously approving Ordinance No. 2023-10 adopting the tax rate for 2023.

**ORDINANCE NO. 2023-10  
AN ORDINANCE LEVYING A TAX RATE  
FOR THE CITY OF SAN SABA  
FOR THE TAX YEAR 2023**



**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 (\$0.259626 needed for the purpose of maintenance/operations and (\$0.084374) 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 2023 as follows:

**Section 2.** \$ 0.259626 is for the purpose of maintenance/operation, and \$ 0.084374 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 2023.

**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, 2024. All ad valorem taxes due the City of San Saba, Texas, and not paid on or before January 31, 2024 shall bear penalty and interest as prescribed in the Property Tax Code of the State of Texas.

**PASSED, APPROVED AND ADOPTED this the 12<sup>th</sup> day of September 2023.**

**The fourth discussion/action item** was to Discuss, Consider, and Approve Ordinance No. 2023-11, an Ordinance of the City of San Saba, Texas approving the purchase and closing of a 20’X100’ portion of alleyway located on Block 12 in the Riverside Addition between lots 5 and 6 on W. Pierce Street and lots 11 and 12 located on W. Lewis Street for Tony Jacobs, Jr. This item was approved by the City Council on October 8, 2019, as an action item only. Tony was to have the alleyway surveyed and paid for prior to the Ordinance being prepared for approval. He recently had the alleyway surveyed and paid for and he is the property owner on both sides of the alleyway. Alderman Michael Nelson made a motion to approve Ordinance No. 2023-11, seconded by Alderman Oleta Behrens and was unanimously passed by a 4-0 vote.

**ORDINANCE NO. 2023-11**

**AN ORDINANCE OF THE CITY OF SAN SABA, TEXAS, TO PERMANENTLY CLOSE FOR PUBLIC USE A PORTION OF ALLEYWAY; MAKING FINDINGS OF FACT; PROVIDING FOR THE VACATION, ABANDONMENT, CLOSURE OF THIS PORTION OF PLATTED RIGHT-OF-WAY; PROVIDING FOR THE SALE OF THE RIGHT-OF-WAY; AND EXCEPT FOR ANY PUBLIC UTILITY EASEMENT, RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE AND INTEREST IN SUCH RIGHT-OF-WAY; PROVIDING FOR AUTHORIZATION FOR THE CITY MANAGER TO TAKE NECESSARY ACTION; AND PROVIDING A SEVERABILITY CLAUSE AND AN OPEN MEETING CLAUSE.**

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

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

**WHEREAS**, an alleyway located within the City being 0.0459 of an acre of land situated in San Saba County Texas, out of that certain 20 foot wide alley lying between the North line of lots No. Five (5) and Six (6), and the South Line of Lots No Eleven (11) and Twelve (12), Block Twelve (12), Riverside Addition to the City of San Saba, is approximately one hundred (100) feet in length by twenty (20) feet in width and is all as such closed alley which is contained in the legal description of a 0.0459 acre tract as particularly shown on Exhibit “A,” attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the owner of the property abutting the unopened alleyway on both sides, petitioned the City to close the unopened Alleyway as shown on Exhibit “B,” attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the City Council desires to, subject to any public utilities that may lie within the Alleyway, close and sell such Unopened Alleyway to the abutting landowner Tony Jacobs, Jr., with no other abutting landowner to purchase any portion of such alleyway.

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

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

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

**Section 3. Offer to Purchase.** The City Council desires to sell the Unopened Alleyway, and hereby directs the City Manager to offer to sell the alleyway to its abutting property owner, Tony Jacobs, Jr., there are no other abutting landowners to purchase any portion of such alleyway.

**Section 4. Purchase Price.** The purchase price of the Unopened Alleyway, based upon market value as determined by the San Saba County Appraisal District, is Five Hundred Twenty Dollars (\$520.00) as set forth in the letter they dated July 24, 2019 and attached hereto as Exhibit “C,” and incorporated herein for all purposes, and buyer shall obtain a metes and bounds description and survey, will pay any and all other costs associated with the sale of property.

**Section 5. Authorization for City Manager.** The City Council hereby authorizes the City Manager to take any and all action necessary to effectuate the closure, abandonment, sale and transfer of the alleyway, including execution of Special Warranty Deed in substantially the same form as Exhibit “D,” attached hereto and incorporated herein for all purposes.

**Section 6. Conflicting Ordinances.** All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

**Section 7. 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 8. Penalties.** All relevant enforcement provisions and penalties in the San Saba Code of Ordinances, regarding the enforcement of ordinances or providing for a penalty for the violation of an ordinance apply to and are left intact by this Ordinance and the provisions adopted and amended herein.

**Section 9. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

**Section 10. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 11. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED this the 12th day of September, 2023.**

**EXHIBIT "A"**

**Survey**

EXHIBIT A

LLANO SURVEYING & MAPPING, L.L.C.

FRED L. THOMPSON & ASSOCIATES  
P. O. BOX 74 LLANO, TEXAS 78643-0074  
325-247-4510 info@llanosurvey.com  
FIRM Registration #: 100502-00

(Page 2 of 2)

FIELD NOTES DESCRIBING 0.0459 OF AN ACRE OF LAND IN SAN SABA COUNTY, TEXAS.

BEING 0.0459 OF AN ACRE OF LAND SITUATED IN SAN SABA COUNTY TEXAS, OUT OF THAT CERTAIN 20 FOOT WIDE ALLEY LYING BETWEEN THE NORTH LINE OF LOTS NO. FIVE (5) AND SIX (6), AND THE SOUTH LINE OF LOTS NO. ELEVEN (11) AND TWELVE (12), BLOCK TWELVE (12), RIVERSIDE ADDITION TO THE CITY OF SAN SABA, A SUBDIVISION OF RECORD IN VOLUME 50, PAGE 140, SAN SABA COUNTY DEED RECORDS (S.S.C.D.R.), SAID 0.0459 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

BEGINNING at a 1/2" iron rod set in the west line of said Block No. 12, being the west line of a Lane as depicted on said subdivision plat, for the southeast corner of said Lot No. 12, the northeast corner of said Alley and the northeast corner hereof, from which a 1/2" iron rod set in the south line of W. Lewis Street, a 60 foot wide right of way platted as Fourth Street on said plat of Riverside Addition, for the northeast corner of said Block No. 12, being the northeast corner of said Lot No. 12, bears N 01°33'43" W 107.84 feet, and from there, a 1/2" iron rod found with cap inscribed "RPLS 2684" in the east line of said subdivision, same being the east line of said Lane bears N 88°27'05" E 36.56 feet;

THENCE S 01°33'34" E 20.00 feet, with the west line of said Lane, being the east line of said Block No.12, to a point for the northeast corner of said Lot No. 6, the southeast corner of said Alley, and the southeast corner hereof;

THENCE S 88°27'05" W 100.00 feet, with the south line of said Alley, same being the north line of said Lots No. 6 and 5, to a point for the northeast corner of Lot No. Four (4), in said Block No. 12, the northwest corner of Lot No. 5, and the southwest corner hereof;

THENCE N 01°33'43" W 20.00 feet, over and across said Alley, to a 1/2" iron rod set in the north line of said Alley, for the southeast corner of Lot No. Ten (10), in said Block No. 12, the southwest corner of said Lot No. 11, and the northwest corner hereof, from which a 1/2" iron rod set in the south line of said Lewis Street, for the common north corner of said Lots No. 10 and 11, bears N 01°33'43" W 107.84 feet;

THENCE N 88°27'05" E 100.00 feet, with the north line of said Alley, and the south line of said Lots No. 11 and 12, to POINT OF BEGINNING hereof, and containing an area of 0.272 of an acre, more or less, as surveyed by Llano Surveying and Mapping, LLC, under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is the Texas State Plane Coordinate System, Texas, Central Zone (4203) NAD 83. Distances are Grid. C.S.F. =0.9998328934

All 1/2" iron rods set have an aluminum cap inscribed "LLANO SURVEYING".

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 31st day of August, 2023. Witness my hand and seal this the 30th day of August, 2023.

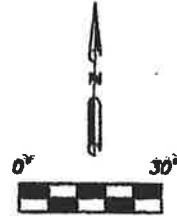


John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

21120902  
COPYRIGHT 2023  
LLANO SURVEYING AND MAPPING, LLC

**LLANO SURVEYING  
& MAPPING, L.L.C.**

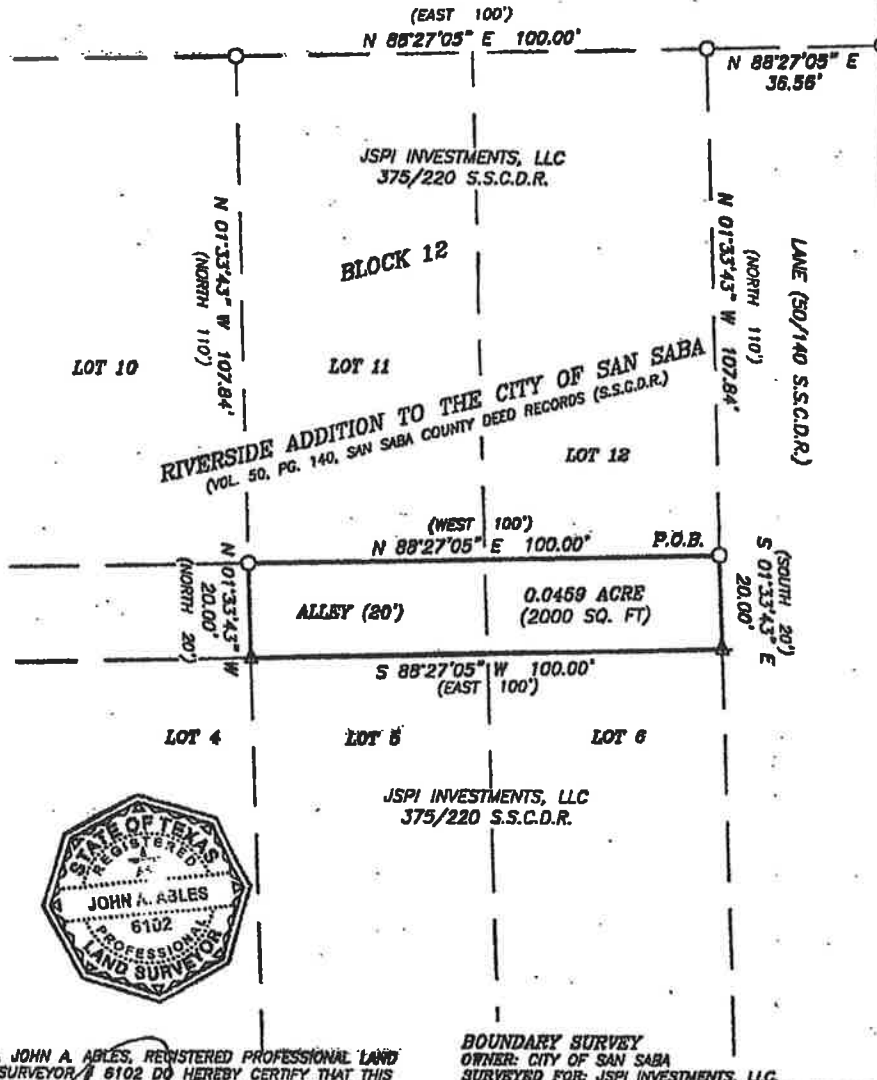
**FRED L. THOMPSON & ASSOC.**  
111 W. Main St.  
P.O. Box 74  
Llano, TX 78643  
(325) 247-4510  
llanosurvey.com  
FIRM Registration #: 100902-00



LEGEND	
○	1/2" IRON ROD SET W/ RED CAP, FLT ASSOC"
⊙	CAPPED IRON ROD FOUND "RPLS 2684"
★	CALCULATED POINT
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING

SCALE: 1"=30'  
BASIS OF BEARING IS STATE  
PLANE COORDINATE SYSTEM  
TEXAS CENTRAL ZONE  
(4203) NAD83  
DISTANCE ARE GRID  
G.S.F. = 0.9998328934

**W. LEWIS STREET (60' R.O.W.)**  
(PLATTED AS FOURTH STREET)



I, JOHN A. ABLES, REGISTERED PROFESSIONAL LAND SURVEYOR # 6102 DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ON THE GROUND SURVEY PERFORMED UNDER MY SUPERVISION ON THE 31st DAY OF AUGUST, 2022, WITNESS MY HAND AND SEAL THIS THE 30th DAY OF AUGUST, 2023.

JOHN A. ABLES R.P.L.S. #6102

**BOUNDARY SURVEY**  
OWNER: CITY OF SAN SABA  
SURVEYED FOR: JSPI INVESTMENTS, LLC.

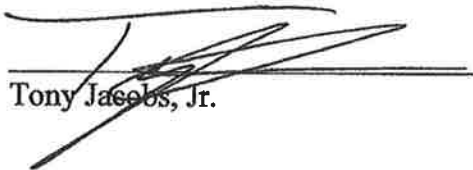
**LEGAL DESCRIPTION:** THAT PORTION OF THE 20 FOOT WIDE ALLEY LYING BETWEEN LOTS 5-6, AND LOTS 11-12, BLOCK 12, RIVERSIDE ADDITION TO THE CITY OF SAN SABA (50/140 S.S.C.D.R.), SAN SABA COUNTY, TEXAS, CONTAINING 0.0459 OF AN ACRE (2000 SQ.FT), OF LAND, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO AND MADE A PART HEREOF.  
FILED: 08/31/2022 CREW: YC&DH DRAFTED: 08/30/2023  
BY: JAA JOB#: 21120902 PG. 1 OF 2

**EXHIBIT "B"**

**Petition for Street/Alleyway Closing**

I, Tony Jacobs, Jr. reside at 212 Westview Terrace, San Saba, Texas and I am Petitioning the City of San Saba to purchase and close a 20'x100' portion of alleyway located between lots 5 and 6 located on W. Pierce Street and lots 11 and 12 located on W. Lewis Street. I am also Petitioning the City for a change in Zoning for the 20'x100' portion of alleyway and lots 11 and 12 located on W. Lewis Street currently zoned R-2 to C-2. I ask that the City of San Saba grants this request.

Sincerely,

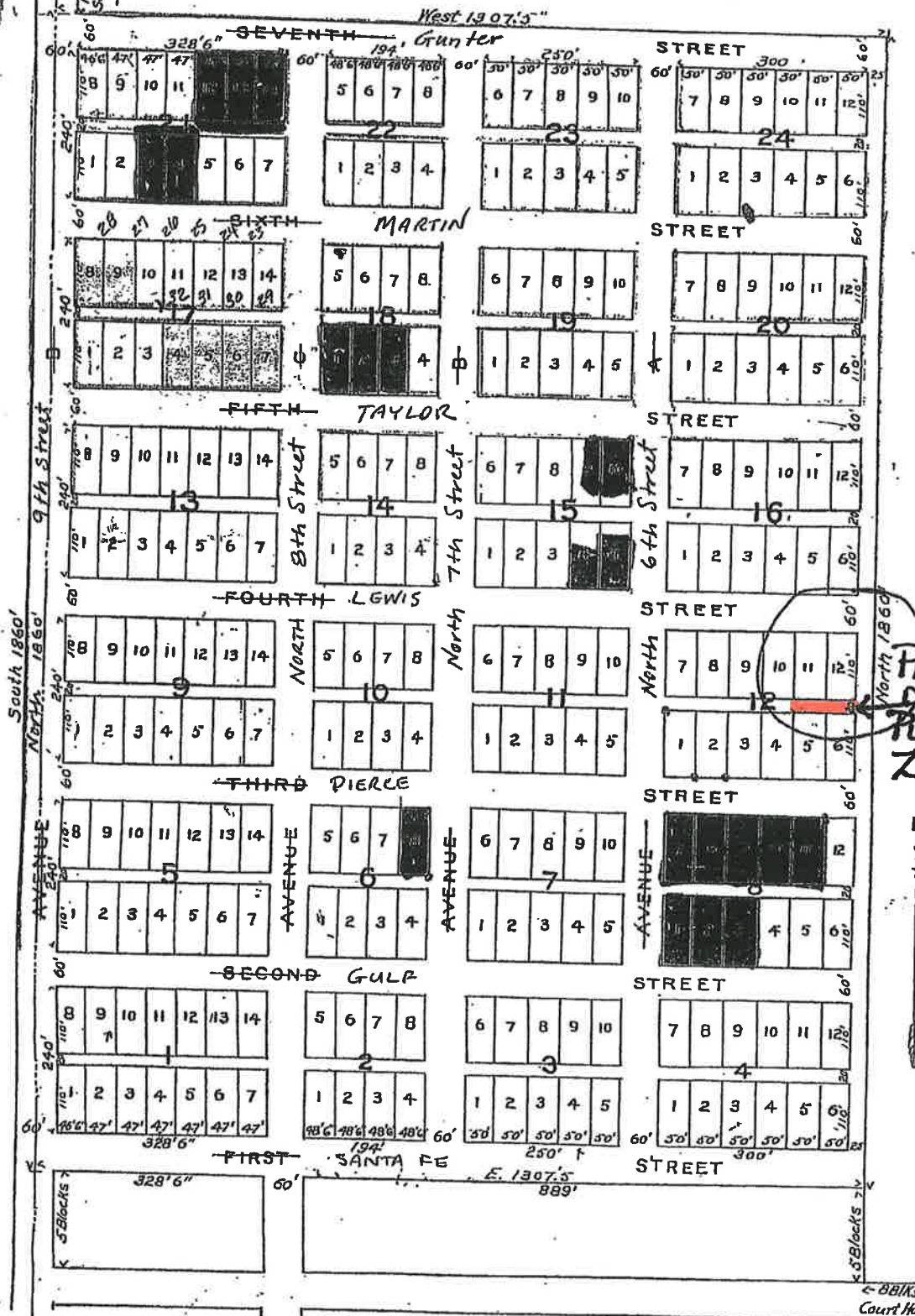
A handwritten signature in black ink, appearing to read 'Tony Jacobs, Jr.', is written over a horizontal line. The signature is somewhat stylized and overlaps the line.

Tony Jacobs, Jr.





105' X 150'



Proposed Portion  
of Alleyway to  
Purchase, Close, +  
Zone C-2

MAP OF  
**RIVERSIDE ADDITION**

TO  
**SAN SABA**

~ SAN SABA CO., TEXAS ~

Scale 1 in. = 200 ft.

- Dec. 1909 -

NOTE: All street names have been changed from the original platted street names.

Riverside Addition

**EXHIBIT "C"**

**San Saba County Appraisal District Letter of July 24, 2019**

sansaba@centex.net

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**From:** Jan Vanderburg <jan.sscad@yahoo.com>  
**Sent:** Wednesday, July 24, 2019 3:20 PM  
**To:** sansaba@centex.net  
**Subject:** Re: City of San Saba - Tony Jacobs - Alleyway

No problem. I came up with a value of \$520.

Jan Vanderburg, RPA, RTA  
**Chief Appraiser**

**Central Appraisal District of San Saba County**

601 W. Wallace, San Saba TX 76877  
phone 325.372.5031  
fax 325.372.3325  
website <http://www.sansabacad.org>

On Wednesday, July 24, 2019, 11:23:31 AM CDT, sansaba@centex.net <sansaba@centex.net> wrote:

Jan,

Sorry for the confusion. I have attached the map that includes the property I was referencing. The lots outlined in green are the properties that are owned by Tony Jacobs, Jr. and the highlighted orange area is the portion of alleyway that I need a fair market value. He is wanting to close and purchase that portion of alleyway.

Thanks,

*Sabrina Mautsby*  
City Secretary  
City of San Saba  
P.O. Box 788  
San Saba, TX 76877  
325/372-5144



**EXHIBIT "D"**

**Special Warranty Deed**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

**SPECIAL WARRANTY DEED**

**DATE:** September 12, 2023

**GRANTOR:** The City of San Saba, a Texas municipal corporation

**GRANTOR'S MAILING ADDRESS:**

P. O. Box 788  
San Saba, Texas 76877  
(San Saba County)

**GRANTEE:** Jacobs Stone Products, Inc., a Texas corporation

**GRANTEE'S MAILING ADDRESS:**

1210 W. Pierce Street  
San Saba, Texas 76877  
(San Saba County)

**PROPERTY (legal description):**

Being 0.0459 of an acre of land situated in San Saba County, Texas, out of that certain 20 foot wide alley lying between the North line of Lots No. Five (5) and Six (6), and the South line of Lots No. Eleven (11) and Twelve (12), Block Twelve (12), Riverside Addition to the City of San Saba, a Subdivision of record in Volume 50, Page 140, San Saba County Deed Records. Said 0.0459 of an acre being more particularly described by metes and bounds in EXHIBIT A attached hereto, incorporated herein by reference and made a part hereof for description of the property, together with all and singular, all of Grantor's right, title and interest in and to all rights, privileges, strips and gores, tenements, and appurtenances thereon and pertaining thereto.

This conveyance is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession (collectively, the "Permitted Encumbrances").

**CONSIDERATION:**

This conveyance is made for the following consideration, the receipt and sufficiency of which is acknowledged:

Cash of ten dollars or more and other good and valuable consideration.

**RESERVATIONS FROM CONVEYANCE AND WARRANTY:**

**BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN EXPERTISE AND THAT OF ITS CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS.**

**GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE HEREIN.**

**GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY GRANTOR.**

**GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM GRANTEE'S USE, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.**

**WITHOUT LIMITING THE GENERAL PROVISIONS ABOVE, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO:**

- (A) MATTERS OF TITLE. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE**
- (B) ZONING;**
- (C) TAX CONSEQUENCES;**
- (D) PHYSICAL OR ENVIRONMENTAL CONDITIONS;**
- (E) AVAILABILITY OF ACCESS, INGRESS OR EGRESS;**
- (F) OPERATING HISTORY OR PROJECTION;**
- (G) VALUATION;**
- (H) AVAILABILITY AND ADEQUACY OF UTILITIES;**

**(I) GOVERNMENTAL APPROVALS;**

**(J) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING WITHOUT LIMITATION:**

- 1) **THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR USE OR PURPOSE;**
- 2) **THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY OF THE PROPERTY; AND**
- 3) **THE MANNER, QUALITY, STATE OR REPAIR OR LACK OF REPAIR OF THE PROPERTY.**

**GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH GRANTEE'S OR GRANTOR'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING, OR ZONING PROCESS OF ANY GOVERNMENTAL AUTHORITIES, BOARDS OR ENTITIES.**

**GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OF ANY STATE OR FEDERAL AUTHORITY OR JURISDICTION.**

**CONVEYANCE:**

**TO HAVE AND TO HOLD** the Property unto Grantee, its successors and/or assigns, subject to the exceptions described herein **FOREVER**, and the Grantor does hereby bind itself and its successors and assigns to Warrant and Forever Defend all and singular the Property, subject to the exceptions described herein, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Grantor and Grantee having pro rated *ad valorem* real estate taxes by all taxing authorities for the year 2023, the same are hereby assumed by Grantee, who by the acceptance of this deed has agreed to pay the same prior to any delinquency.

**WARRANTY:**


Except for the Reservations and Exceptions stated above, Grantor binds Grantor and Grantor's heirs, executors, and administrators to **WARRANT AND FOREVER DEFEND** all and singular title to the Property for the benefit of Grantee and Grantee's heirs, executors and assigns, against any and all claims of every person lawfully claiming or to claim the Property or any part thereof.



**DISCLAIMER:**

**THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES AND NO EXAMINATION HAS BEEN MADE AND NO OPINION GIVEN BY THE LAW OFFICE PREPARING THIS INSTRUMENT AS TO THE TITLE TO OR THE DESCRIPTION OF THE PROPERTY INVOLVED OR ANY TAX CONSEQUENCES REGARDING THIS TRANSACTION.**

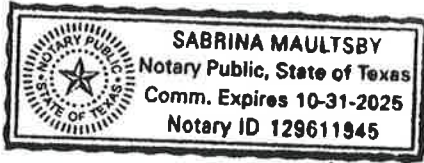
The City of San Saba, a Texas municipal corporation


By:   
Name: Ken Jordan  
Title: Mayor

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
  §  
COUNTY OF SAN SABA §

This instrument was acknowledged before me on September 12, 2023, by Ken Jordan as Mayor on behalf of The City of San Saba, a Texas municipal corporation.



  
Notary Public, State of Texas  
Notary's Printed Name: Sabrina Maultsby  
My commission expires: 10-31-2025

**PREPARED IN THE OFFICE OF:**  
Marcus Wood Attorney at Law, PLLC  
P. O. Box 573, 1301 W. Wallace Street  
San Saba, Texas 76877  
(325) 216-2016

EXHIBIT A

LLANO SURVEYING & MAPPING, L.L.C.

FRED L. THOMPSON & ASSOCIATES  
P. O. BOX 74 LLANO, TEXAS 78643-0074

325-247-4510 info@LlanoSurvey.com  
FIRM Registration #: 100502-00

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FIELD NOTES DESCRIBING 0.0459 OF AN ACRE OF LAND IN SAN SABA COUNTY, TEXAS.

BEING 0.0459 OF AN ACRE OF LAND SITUATED IN SAN SABA COUNTY TEXAS, OUT OF THAT CERTAIN 20 FOOT WIDE ALLEY LYING BETWEEN THE NORTH LINE OF LOTS NO. FIVE (5) AND SIX (6), AND THE SOUTH LINE OF LOTS NO. ELEVEN (11) AND TWELVE (12), BLOCK TWELVE (12), RIVERSIDE ADDITION TO THE CITY OF SAN SABA, A SUBDIVISION OF RECORD IN VOLUME 50, PAGE 140, SAN SABA COUNTY DEED RECORDS (S.S.C.D.R.), SAID 0.0459 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

BEGINNING at a 1/2" iron rod set in the west line of said Block No. 12, being the west line of a Lane as depicted on said subdivision plat, for the southeast corner of said Lot No. 12, the northeast corner of said Alley and the northeast corner hereof, from which a 1/2" iron rod set in the south line of W. Lewis Street, a 60 foot wide right of way platted as Fourth Street on said plat of Riverside Addition, for the northeast corner of said Block No. 12, being the northeast corner of said Lot No. 12, bears N 01°33'43" W 107.84 feet, and from there, a 1/2" iron rod found with cap inscribed "RPLS 2684" in the east line of said subdivision, same being the east line of said Lane bears N 88°27'05" E 36.56 feet;

THENCE S 01°33'34" E 20.00 feet, with the west line of said Lane, being the east line of said Block No. 12, to a point for the northeast corner of said Lot No. 6, the southeast corner of said Alley, and the southeast corner hereof;

THENCE S 88°27'05" W 100.00 feet, with the south line of said Alley, same being the north line of said Lots No. 6 and 5, to a point for the northeast corner of Lot No. Four (4), in said Block No. 12, the northwest corner of Lot No. 5, and the southwest corner hereof;

THENCE N 01°33'43" W 20.00 feet, over and across said Alley, to a 1/2" iron rod set in the north line of said Alley, for the southeast corner of Lot No. Ten (10), in said Block No. 12, the southwest corner of said Lot No. 11, and the northwest corner hereof, from which a 1/2" iron rod set in the south line of said Lewis Street, for the common north corner of said Lots No. 10 and 11, bears N 01°33'43" W 107.84 feet;

THENCE N 88°27'05" E 100.00 feet, with the north line of said Alley, and the south line of said Lots No. 11 and 12, to POINT OF BEGINNING hereof, and containing an area of 0.272 of an acre, more or less, as surveyed by Llano Surveying and Mapping, LLC, under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is the Texas State Plane Coordinate System, Texas, Central Zone (4203) NAD 83. Distances are Grid. C.S.F. = 0.9998328934

All 1/2" iron rods set have an aluminum cap inscribed "LLANO SURVEYING".

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 31st day of August, 2023. Witness my hand and seal this the 30th day of August, 2023.



*[Signature]*  
John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643