

MINUTES
MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN SABA
September 14, 2021

Members in attendance were: Ken Jordan – Mayor
Robert Whitten – Mayor Pro-Tem
Shawn Oliver – Alderman
Oleta Behrens - Alderman
Marcus Amthor – Alderman
Scott Edmonson – City Manager

Alderman Michael Nelson was absent

Others present were: Sabrina Maultsby – City Secretary
Charlene Lindsay – Finance Director
Scott Glaze – Public Works Director
Michael Wadsworth – Code Enforcement Officer
Sarah Saldivar – KSSB/EDC
Kim Wilson – Financial Assistant
Kevin Shahan - Planning & Zoning Chairman
Gail Bruner – Planning & Zoning Co-Chairman
Patty Shaw – Planning & Zoning Commissioner
Devon Hoyt - Planning & Zoning Commissioner
Luke Van Diest – Jacob & Martin Engineer
Ken Coignet – Public Management
Djuana Payton – San Saba News and Star
Javier Baez – Citizen
James Castleberry – Retired Pastor-United Pentecostal Church
Esther Hunt – United Pentecostal Church Pastor

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

PUBLIC HEARING:

The first public hearing was opened to consider adopting a proposed budget for FY 2021-2022 and tax rate for 2021 tax year. The proposed tax rate was increased to last year's effective tax rate, \$.344000 per \$100 evaluation. Property taxes collected in 2021 will be \$91,668. more than what was collected in 2021 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 the last six years. However, the actual Tax Revenue did increase due to more people building new homes, etc.

The public hearings were closed at 6:04 p.m.

PUBLIC COMMENTS: James Castleberry, retired United Pentecostal Church Pastor addressed the Council and introduced his daughter, Esther Hunt and explained that she would be the new Pastor at the United Pentecostal Church. Mr. Castleberry also had several additional requests for improvements at the Church and Mayor Jordan referred him to the Code Enforcement Officer, Michael Wadsworth.

PRESENTATIONS:

Michael Wadsworth, Code Enforcement Officer was selected as Supervisor of the third Quarter. Scott Edmonson, City Manager and Alderman Marcus Amthor presented Michael with a plaque with his name on it and a gift certificate to a local restaurant.

Kim Wilson, Financial Assistant was selected as the Employee of the Month for September. Charlene Lindsay, Finance Department Supervisor and Alderman Marcus Amthor presented Kim with a plaque with her name on it and a gift certificate to a local restaurant.

Ken Coignet, Vice President and Business Development Director with Public Management and Luke Van Diest, Engineer with Jacob & Martin, gave a presentation addressing the San Saba City Council and the Planning & Zoning Commission regarding the San Saba Planning Grant with updates and progress. Mr. Coignet explained that they would finalize the Planning Grant at the next meeting and the City will adopt a Resolution upon completion.

CONSENT AGENDA:

On a motion by Alderman Shawn Oliver, seconded by Alderman Marcus Amthor, Council unanimously approved the following: minutes from the August 10th, Planning & Zoning and City Council Joint Workshop, August 10th City Council meeting and Budget Workshop, and August 24th, 2021 Special Called Council Meeting; 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 updated Contract with appointed Municipal Judge Sharon Blossman; Approved Resolution No. 2021-37 KSSB replacing Nikki Darnold and appointing Lucia Martinez; Approved Resolution No. 2021-38 waiving noise ordinance on September 25th, 2021 at Mill Pond Park Gazebo; Approved Resolution No. 2021-39 waiving noise ordinance on October 9th, 2021 at Mill Pond Park Gazebo .

**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, 2021 and ending September 30, 2022 (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 Eighty-nine Thousand, Five Hundred Eight Dollars (\$89,508.00) per annum or Seven Thousand, Four Hundred, Fifty-nine Dollars and no/100 (\$7,459.00) monthly effective October 1, 2021 for the upcoming fiscal year ending September 30, 2022. 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 be performed 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.

**EMERGENCY MANAGEMENT COORDINATOR
INTERLOCAL AGREEMENT**

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:

NOW, THEREFORE, this agreement is made and entered into this the 14th day of September, 2021, 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, 2021, and extending until September 30, 2022.

For and in consideration of the sum of Three Thousand, Nine Hundred Eighty-four dollars and no/100 (\$3,984.00) per annum or Three Hundred Thirty-two Dollars and 00/100 (\$332.00) 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 14th day of September, 2021.

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 14th day of September, 2021 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, 2021 and extending until September 30, 2022.

For and in consideration of the sum of Twenty-eight Thousand, Four Hundred, Four Dollars and no/100 (\$28,404.00) per annum or Twenty-three Hundred, Sixty-seven Dollars and no/100 (\$2,367.00) 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 14th day of September, 2021.

RESOLUTION NO. 2021-37

WHEREAS, the City Council of the City of San Saba, is the governing body of the Keep San Saba Beautiful Commission, and

WHEREAS, the City Council of the City of San Saba has the authority to appoint directors to the Keep San Saba Beautiful Commission,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of San Saba hereby appoints one member, Lucia Martinez, replacing Nikki Darnold for two-year terms to the Keep San Saba Beautiful Commission, with term expiring January 2022.

Passed and approved this 14th day of September, 2021.

RESOLUTION 2021-38

**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, **Charles Dyess, 104 Lowes Blvd., Killeen, Texas**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Mill Pond Park Gazebo on September 25th, 2021 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 25th, 2021 at Mill Pond Park Gazebo.

Passed and approved this 14th day of September, 2021.

RESOLUTION 2021-39

**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, **Ida Esquivel, 1007 W. Woodlawn, San Saba, Texas**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Mill Pond Park Gazebo on October 9th, 2021 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 9th, 2021 at Mill Pond Park Gazebo.

Passed and approved this 14th day of September, 2021.

DISCUSSION/ACTION ITEMS:

The first item for discussion/action was to Discuss and Consider approval of Resolution No. 2021-40 approving the proposed Economic Development Commission budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022, previously approved by the Economic Development Commission Board. Mayor Pro-Tem Robert Whitten made a motion to approve Resolution No. 2021-40 approving the proposed Economic Development Commission budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 be passed. The motion was seconded by Alderman Shawn Oliver.

A record vote was taken: Mayor Pro-Tem Robert Whitten - Aye
 Alderman Marcus Amthor – Aye
 Alderman Shawn Oliver – Aye
 Alderman Michael Nelson - Absent
 Alderman Oleta Behrens- Aye

with council members unanimously approving Resolution No. 2021-40 to approve the proposed Economic Development Commission budget for FY 2021-2022.

RESOLUTION 2021-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS,
 APPROVING THE PROPOSED ECONOMIC DEVELOPMENT COMMISSION
 BUDGET FOR THE 2021-2022 FISCAL YEAR.

WHEREAS, an annual Economic Development Commission budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, has been duly created by the Economic Development Secretary/Treasurer of the City of San Saba, Texas, in accordance with Chapter 102 of the Texas Local Government Code; and

WHEREAS, the Economic Development Secretary/Treasurer 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, after full and final consideration, it is the opinion of the City Council that the 2021-2022 fiscal year Economic Development Commission budget as hereinafter set forth previously approved by the Economic Development Commission should be approved and adopted;

NOW THEREFORE BE IT BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS: 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 14th day of September, 2021.

The second item for discussion/action was to Discuss and Consider approval of Resolution No. 2021-41 approving the proposed budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022. Alderman Shawn Oliver made the motion to approve Resolution No. 2021-41

approving the proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 be passed. Alderman Marcus Amthor seconded the motion.

A record vote was taken: Mayor Pro-Tem Robert Whitten - Aye
Alderman Marcus Amthor – Aye
Alderman Shawn Oliver – Aye
Alderman Michael Nelson – Absent
Alderman Oleta Behrens-Aye

with council members unanimously approving Resolution No. 2021-41 to approve the proposed budget for FY 2021-2022.

RESOLUTION 2021-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS,
APPROVING THE PROPOSED BUDGET FOR THE 2021-2022 FISCAL YEAR.**

WHEREAS, an annual budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, 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 2021-2022 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, 2021, and ending September 30, 2022, 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, 2021, and ending September 30, 2022.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2021, and ending September 30, 2022, 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 14th day of September, 2021.

The Third discussion/action item was to discuss and consider approval of Resolution 2021-42 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. Mayor Pro-Tem made a motion to approve Resolution No. 2021-42 ratifying the increase in property tax revenues reflected in the budget, seconded by Alderman Oleta Behrens the motion and was unanimously approved.

A record vote was taken: Mayor Pro-Tem Robert Whitten - Aye
Alderman Marcus Amthor – Aye
Alderman Shawn Oliver – Aye
Alderman Michael Nelson – Absent
Alderman Oleta Behrens – Aye

with Council members unanimously approving Resolution No. 2021-42 ratifying the increase in property tax revenues reflected in the budget.

RESOLUTION NO. 2021-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA RATIFYING INCREASE IN BUDGET FOR THE FISCAL YEAR 2021-2022

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 2021 will be \$91,668.00 more than what was collected in 2020 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 14th day of September 2021.

The fourth discussion/action item was to Discuss and Consider Approval of Ordinance No. 2021-08 levying a tax rate of \$.344000 for the City of San Saba for 2021. 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 Robert Whitten made the motion to approve Ordinance No. 2021-08 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: Mayor Pro-Tem Robert Whitten - Aye
Alderman Marcus Amthor – Aye
Alderman Shawn Oliver – Aye
Alderman Michael Nelson – Absent
Alderman Oleta Behrens – Aye

with Council members unanimously approving Ordinance No. 2021-08 adopting the tax rate for 2021.

**ORDINANCE NO. 2021-08
AN ORDINANCE LEVYING A TAX RATE
FOR THE CITY OF SAN SABA
FOR THE TAX YEAR 2021**

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that by September 30, or the 60th 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 (\$0.120700 needed for the purpose of maintenance/operations and (\$0.223300) 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 2021 as follows:
- Section 2.** \$ 0.120700 is for the purpose of maintenance/operation, and \$ 0.223300 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 2021.
- 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, 2022. All ad valorem taxes due the City of San Saba, Texas, and not paid on or before January 31, 2022 shall bear penalty and interest as prescribed in the Property Tax Code of the State of Texas.

PASSED, APPROVED AND ADOPTED this the 14th day of September 2021.

The fifth discussion/action item was to Discuss and Consider approval of Ordinance No. 2021-09, an Ordinance of the City of San Saba, Texas, approving a request submitted by Kevin Shahan, San Saba ISD School Board President on behalf of San Saba ISD to temporarily close the 100 Block of North 8th Street located between West Wallace Street and West Brown Street from the hours of 1:20 p.m. to 2:20 p.m., every Thursday beginning September 16th, September 23rd, September 30th, October 7th, and October 14th, 2021 for Band Practice. After a lengthy discussion between Council Members and Mr. Shahan, Council agreed to take **No Action regarding Ordinance No. 2021-09.**

The sixth discussion item was to Discuss and provide options regarding the San Saba Health Services Center. City Manager Scott Edmonson explained to the Council that the City is looking into options the City may have for the unoccupied portion of the Health Services Center Building. Information was provided by City Attorney, Barbara Boulware-Wells regarding the current restrictive covenant. Due to needing more information regarding the current restrictive covenant the Council agreed to discuss further at a later date when the information is collected and available. Mayor Pro-Tem Robert Whitten also mentioned that he would do some research regarding the timeline of how the title changes occurred and who implemented the restrictive covenant.

CITY MANAGER’S REPORT

Scott Edmonson, City Manager gave a brief report on the following activities in the City of San Saba: The work at the Transfer Site regarding the Collection Station work is completed; the Street Department assisted in moving the downtown planters around; the City-wide cleanup is scheduled for October 23rd; St. Mary’s Church will be hosting Diez Y Seis this weekend; Lowes Grocery will be opening in their new location at 7:00 a.m. and will have their ribbon cutting ceremony at 10:00 a.m.; Family Dollar Tree is scheduled to open Thursday; I have met with and given presentations for the Rotary Club and the Pierrian Study Club; met with Mr. Blankenship regarding the Museum and there are still some issues concerning the flood plain; the Police Department is going smooth and interviews for a new officer are tomorrow and Thursday; regarding the last storm, there are a lot of limbs on the Golf Course and there were a lot of power outages; the way the staff works here is not the norm, they all work together, and you don’t hear them say, “It’s not my job” when asked to assist other departments.


OTHER REPORTS

Scott Glaze, Public Works Director reported: the guys are working on meter readings; the Water Department had a record number of Water Service Leaks; the Street Department has a lot of brush to be picked up after the storm, a lot of brush piles throughout the City; still accepting applications for the Street Department, they are short-handed. Michael Wadsworth, Code Enforcement Officer reported: Lowes Grocery will be paving the parking lot behind the Beer Barn and the portion of Fentress Street next to the lot. Sarah Saldivar, KSSB/EDC reported: the new retaining wall at Mill Pond Park will start next week; a lot of activity downtown and several new businesses; nominated Pecan House Grill for the Downtown Association Award.

As there was no further discussion, the meeting adjourned at 7:47 p.m.

ATTEST:


Sabrina Maulsby, City Secretary


Kenneth G. Jordan, Mayor