

**MINUTES
MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN SABA
October 13, 2015**

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

Alderman Charles Peeler was absent.

Others present were: Sabrina Maulsby – City Secretary
Charlene Lindsay – Finance Director
Bridgett Maldonado – City Employee
Shayna Norris – City Employee
Scott Glaze – City Employee
Denver Daniel – City Employee
Sergeant Misty Maldonado – Police Dept.
Alice Smith – San Saba News & Star
Peter Hald - Citizen

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

PUBLIC COMMENTS:

Peter Hald signed up to speak and addressed the Council asking for a copy of the complaint that was filed against him. Sergeant Maldonado explained that he would have to get with City Hall to start the process in order to obtain the complaint. Mr. Hald asked the Council again if he could swim at Mill Pond. Mr. Weik explained that the Council would not be acting on this matter and that it was a police matter and he advised it would be up to Chief Riggs.

PRESENTATIONS:

Bridgett Maldonado, Utility Billing Customer Service Representative was selected as the Employee of the Month for October. Charlene Lindsay, Finance Director and Mayor Ken Jordan presented Bridgett with a plaque with her name on it and a gift certificate to a local restaurant.

CONSENT AGENDA:

On a motion by Alderman Oliver, seconded by Mayor Pro-Tem Amthor, Council unanimously approved the following: minutes from the September 8, 2015 council meeting; payment of bills; Approved the 2016 Holiday Schedule; Approved Resolution No. 2015-36 AUTHORIZING THE City to enter into an agreement with TxDOT for the closure of Wallace Street on December 12, 2015 to accommodate the Christmas Parade; Approved change in Ambulance Service Provider to the Emergency Medical Services Interlocal Agreement between the City of San Saba and San Saba County; Approved an Amendment to the Interconnection Agreement between the City of San Saba and the Lower Colorado River Authority; and Approved an Agreement between the City of San Saba

and the San Saba County Chamber of Commerce concerning the Use of Funds from the Hotel/Motel Occupancy Tax.

RESOLUTION 2015-36

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

WHEREAS, the City of San Saba has requested the temporary closure of Wallace Street for the purpose of the Christmas Parade on December 12th, 2015 at 6:30 p.m.; and

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

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

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

APPROVED this the 13th day of October 2015.

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 initial term of this Agreement is for three years effective October 1 2014, and ending September 30, 2017. From and after the Initial Term, this Agreement shall renew automatically for an additional two year 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 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 Acadian Ambulance service monthly charges commencing October 1, 2014 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 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 or 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
San Saba, TX 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 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: [Signature]
Name: Kim Wells
Title: County Clerk

By: [Signature]
Name: Byron Theodosis
Title: Judge

Date: 08/24/2015

ATTEST:

CITY OF SAN SABA, TEXAS

By: [Signature]
Name: Sabrina Maultsby
Title: City Secretary

By: [Signature]
Name: Ken Jordan
Title: Mayor

Date: 10/13/2015

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT**

This First Amendment ("Amendment") is made and entered into this 13th day of October, 2015, between the City of San Saba ("City") and LCRA Transmission Services Corporation ("Corporation"), collectively referred to hereinafter as the Parties

WHEREAS, the Corporation and the City entered into that certain Interconnection Agreement dated May 21, 2008, and

WHEREAS, LCRA TSC upgraded the 69 kV transmission line into the San Saba Substation to 138 kV

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

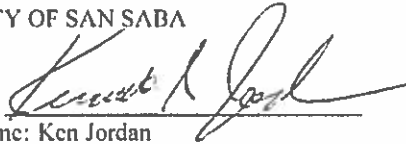
1. Exhibit "A" attached to the Agreement is deleted in its entirety and the Exhibit "A" attached to this First Amendment is hereby added to the Agreement in lieu thereof.
2. Facility Schedule No. 1 (including the diagrams attached thereto) is deleted in its entirety and Facility Schedule No. 1 attached to this First Amendment is hereby added to the Agreement in lieu thereof.
3. Facility Schedule No. 1 (including the diagrams attached thereto) attached to this First Amendment will become effective upon execution of this First Amendment by the Parties.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

CITY OF SAN SABA

By: 
Name: Ken Jordan
Title: Mayor

Date: 10/13/15

LCRA TRANSMISSION SERVICES CORPORATION

By: 
Name: Ray Pfeiffer, P.E.
Title: LCRA Transmission Engineering Manager

Date: 9/1/15

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AGREEMENT BETWEEN THE CITY OF SAN SABA AND THE SAN SABA COUNTY CHAMBER OF COMMERCE CONCERNING THE USE OF FUNDS FROM THE HOTEL/MOTEL OCCUPANCY TAX

This Agreement ("Agreement") is made on the 1st day of October, 2015, by and between the City of San Saba, a municipal corporation ("City") and the San Saba County Chamber of Commerce, a non-profit organization ("Chamber").

SECTION 1.

Pursuant to Section 351.002, Texas Tax Code, the City has adopted an ordinance authorizing the City to collect a local hotel/motel occupancy tax. The City's tax revenues collected thereunder may be expended to promote tourism and the convention and hotel industry in accordance with Texas Tax Code, Section 351.101, et seq.

SECTION 2.

This Agreement shall become effective October 1, 2015 and terminate September 30, 2016. The Agreement may thereafter be renewed annually as terms of the Agreement are agreed upon by both parties.

SECTION 3.

The Chamber's mission is to help local business prosper by promoting and serving the business of San Saba and the surrounding area in order to make San Saba and San Saba County a better place to live, work and play. To support the tourism efforts and promotion of San Saba as a place to visit, as well as the advertising, solicitations and promotional programs to attract tourists and hotel guests or registrants to events held in and around the municipality as allowed under Section 351.101, et seq, the City hereby agrees to pay to the Chamber an amount not to exceed sixty percent (60%) or \$16,000.00 annually which ever is less of the money actually received by the City from the local hotel/motel occupancy tax.

In order to abide by the terms of this Agreement and Section 351.101, Texas Tax Code relating to what are authorized expenditures, the Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, including the Chamber's website. The Chamber shall distribute information on all local accommodation establishments that pay hotel/motel occupancy taxes to the City via an accommodation guide to be updated by the Chamber annually.

SECTION 4.

It is expressly understood and agreed by and between the parties that the Chamber is performing the services stated in Section 3 as an independent contractor and not as an officer, agent, or employee of the City.

SECTION 5.

The Chamber agrees to maintain a separate financial account from its general funds account all tax revenues received from the City and further agrees that is shall not commingle the funds with any other account. It is understood and agreed by and between the parties that the Chamber is familiar with the statute, rules and/or regulations relating to the expenditure and maintenance of the tax revenues from the City and shall undertake to adhere to such statute, rules and regulations. Further, the parties understand and agree that failure by the Chamber to adhere to the statute, rules and regulations shall be a breach of this Agreement and cause for immediate termination.

The Chamber agrees to maintain complete and accurate financial records of each receipt and expenditure of the hotel/motel occupancy funds on behalf of the City Council and shall make provide a semi-annual report of such

receipts and expenditures by January 31 and June 30 of each year. The Chamber shall provide an annual report of activities undertaken the previous year and a projected budget line items to the City Council for approval by October 31st for the next calendar year.

SECTION 6.

A consolidated statement of anticipated receipts and expenditures for tax funds is required 60 days after each quarter. The City shall remit monthly payments to the Chamber in an amount of (60%) sixty percent of the local hotel/motel tax receipts not to exceed \$16,000.00 annually.

Should the tax revenues collected by the City fall below the amount projected, the City is under no obligation to transfer the total projected amount to the Chamber. Under no circumstances shall this Agreement be construed to require the City to transfer monies from any other fund to the Chamber.

SECTION 7.

The Chamber agrees to indemnify the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property arising from or in connection with the operations of the Chamber, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 8.

The Chamber shall maintain a comprehensive general liability insurance policy, which shall include bodily injury and property damage.

SECTION 9.

Except as provided in Section 5, above, if either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days written notice to the defaulting party.

SECTION 10.

Following approval by the City Council, this Agreement shall be effective as of the date stated in the opening paragraph, but only upon: (i) the execution by both parties; and, (ii) subject to the performance of any preconditions stated herein. The Effective Date, which shall be the date signed by the latter of the two parties signing the document, may be inserted by the City upon the receipt and acceptance of all items noted herein as preconditions.

SECTION 11.

Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor give any third persons any right of subrogation or action against any party.

SECTION 12.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect.

If any term or provision of any this Agreement shall be determined to be illegal or unenforceable all other terms and provisions of this Agreement shall nevertheless remain effective and shall be enforced to the fullest extent permitted

CITY COUNCIL MINUTES

OCTOBER 13, 2015

by applicable law. This Agreement may be separately executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and the same Agreement.

CITY OF SAN SABA, TEXAS

**SAN SABA COUNTY CHAMBER
OF COMMERCE**

BY _____
Stan Weik, City Manager

BY _____
Marcia Dyer, Chamber President

ATTEST:

Sabrina Maulsby, City Secretary

DISCUSSION/ACTION ITEMS:

The first action item was to consider and approve Resolution No. 2015-37 a Resolution of the City Council of the City of San Saba authorizing the Mayor of the City of San Saba to enter into an Agreement for Engineering Services for the 2015 TxCDBG Grant-Water Improvement Project. Mr. Weik explained that we had sent out Request for Proposals for Engineering and that Jacob and Martin had scored higher on the Management Rating Sheet and the Council agreed upon Staff recommendation to accept Jacob & Martin as the Engineering Firm. On a motion by Mayor Pro-Tem Amthor and seconded by Alderman Whitten, Resolution No. 2015-37 was unanimously passed.

RESOLUTION NO. 2015-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA AUTHORIZING THE MAYOR OF THE CITY OF SAN SABA TO ENTER INTO AGREEMENT FOR ENGINEERING SERVICES FOR THE 2015 TxCDBG GRANT-WATER IMPROVEMENTS PROJECT.

WHEREAS, the City Council of the City of San Saba has been awarded a 2015 TxCDBG Grant for a Water Improvements Project; and

WHEREAS, an agreement for engineering services needs to be entered into for the continuance of this Water improvements project;

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

That the Mayor be authorized to sign a contract with Jacob & Martin, LTD. of Abilene, Texas for engineering services for the City of San Saba, Texas for the 2015 TxCDBG Grant – Water Improvements Project.

PASSED AND APPROVED THIS 13th DAY OF OCTOBER, 2015.

The second action item was to consider and approve Resolution No. 2015-38 a Resolution of the City Council of the City of San Saba approving and confirming the purchase of a “Vehicle” 2015 Double Cab Chevrolet Silverado 2500 HD for the Electric Department for the 2015-2016 Budget year. On a motion by Mayor Pro-Tem Amthor and seconded by Alderman Oliver, Resolution No. 2015-38 was unanimously passed.

RESOLUTION NO. 2015-38

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

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

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

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing a "Vehicle" for the Electric Department.

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

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

PASSED AND APPROVED by the Council for the City of San Saba in a meeting held on the 13th day of October, 2015.

CITY MANAGER'S REPORT

City Manager Weik gave a brief report on the following activities in the City of San Saba: He invited everyone, if they had not seen the new playground equipment at Mill Pond Park, to go by and look at it, will be installing spring rides, and Park benches, as well as putting the mulch in on Wednesday; Advised everyone to vaccinate their animals, due to another rabid skunk confirmed on October 6th; Golf Course had a very successful tournament this past weekend; and the new winery will open in November.

OTHER REPORTS

Department Supervisors had no additional reports to the Council; Scott Glaze, Public Works Supervisor, reported that the 6" water leak on Wallace Street should be fixed by tomorrow, City of Brownwood had brought their camera system over and they were able to find the leak; Denver Daniel, Electric Department Supervisor reported, he had met ten engineers at the LCRA Substation explaining what their plans were, lines and four poles need to be moved, and will be upgrading from 69k to 139k; Shayna Norris, KSSB Executive Director reported that they received the 2015 Native Grant and will provide a garden at the San Saba ISD Elementary School for the third and fourth graders, Cleanup Day had over 100 volunteers, Oscar was at the school, 1st graders to start recycling, KSSB tree planting organized by Melanie Potter, San Saba County Extension Agent, KSSB member gave the City Employees an appreciation breakfast for their dedicated help with the clean-ups; Bridgett Maldonado, Utility Billing Coordinator reported 1806 Active Accounts.


CITY COUNCIL MINUTES

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As there was no further discussion, the meeting adjourned at 6:26 p.m.

ATTEST:


Sabrina Maulsby, City Secretary


Kenneth G. Jordan, Mayor