

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

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

Charlie Peeler, Alderman and Shawn Oliver, Alderman were absent.

Others present were: Sabrina Maultsby – City Secretary
Charlene Lindsay – Finance Director
Scott Glaze – City Employee
Jarrod Beck – City Employee
Denver Daniel – City Employee
Misty Maldonado – City Police
Al Hamrick – City Employee
Tony Guidroz – City Employee
Alice Smith – San Saba News & Star

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

PUBLIC COMMENTS: None

PRESENTATIONS:

Jarrod Beck, Parks Department Employee, was selected as the Employee of the Month for December. Pubic Works Director, Scott Glaze and Mayor, Ken Jordan presented Jarrod with a plaque with his name on it and a gift certificate to a local restaurant.

CONSENT AGENDA:

On a motion by Alderman Behrens, seconded by Alderman Whitten, Council unanimously approved the following: minutes from the November 10, 2015 council meeting; payment of bills; approved changing the Council Meeting dates in January, February, and March to the second Monday; approved Resolution No. 2015-43 reappointing three members (Al Hamrick, Anna Wilson, Gale Ivy) of the Keep San Saba Beautiful Commission up for renewal for terms expiring January 2018; approved Resolution No. 2015-44 reappointing three members (Shawn Oliver, Cynthia Weatherby, Patricio Rodriguez) of the San Saba Economic Development Corporation up for renewal for terms expiring in 2018; approved Resolution No. 2015-45 reappointing one member (Mimi Bode) of the City of San Saba Parks Committee up for renewal for term expiring December 2017; and approved Resolution No. 2015-46 a resolution reappointing two members (Gail Bruner, Kevin Shahan) of the City of San Saba Planning and Zoning Commission up for renewal for terms expiring January 2019.

RESOLUTION NO. 2015-43

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 reappoints Al Hamrick, Anna Wilson, and Gale Ivy for two year terms to the Keep San Saba Beautiful Commission with terms expiring January 2018.

Passed and approved this 8th day of December, 2015.

RESOLUTION NO. 2015-44

WHEREAS, the City Council of the City of San Saba, is the governing body of the San Saba Economic Development Corporation, and

WHEREAS, the City Council of the City of San Saba has the authority to appoint directors to the San Saba Economic Development Corporation, and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of San Saba hereby reappoints Shawn Oliver, Cynthia Weatherby, and Patricio Rodriguez for two year terms to the San Saba Economic Development Corporation with terms expiring on January 2018.

Passed and approved this 8th day of December, 2015.

RESOLUTION NO. 2015-45

WHEREAS, the City Council of the City of San Saba, is the governing body of the City of San Saba Parks Committee, and

WHEREAS, the City Council of the City of San Saba has the authority to appoint directors to the City of San Saba Parks Committee, and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of San Saba hereby reappoints Mimi Bode for two year terms to the City of San Saba Parks Committee with terms expiring on December 2017.

Passed and approved this 8th day of December, 2015.

RESOLUTION NO. 2015-46

WHEREAS, the City Council of the City of San Saba, is the governing body of the City of San Saba Planning and Zoning Commission, and

WHEREAS, the City Council of the City of San Saba has the authority to appoint directors to the City of San Saba Planning and Zoning Commission, and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of San Saba hereby reappoints Gail Bruner and Kevin Shahan for three year terms to the City of San Saba Planning and Zoning Commission with terms expiring on January 2019.

Passed and approved this 8th day of December, 2015.

DISCUSSION/ACTION ITEMS:

The first action item was to discuss and consider approving Resolution No. 2015-47 a Resolution for the City Council of the City of San Saba to appoint an individual to the Board of Directors of the San Saba County Appraisal District for the 2016 and 2017 term. Mayor, Ken Jordan appointed Charles Peeler to serve the 2016 and 2017 term to the Board of Directors of the San Saba County Appraisal District. On a motion by Alderman Whitten and seconded by Mayor Pro-Tem Amthor, Charles Peeler was appointed to serve the 2016-2017 term to the Board of Directors of the San Saba County Appraisal District was unanimously passed.

RESOLUTION 2015-47

WHEREAS, the City of San Saba is an entity of the San Saba County Appraisal District, and

WHEREAS, the City Council members of the City of San Saba have the authority to cast the entities votes for the Board of Directors of the San Saba County Appraisal District, therefore,

BE IT RESOLVED, that on this 8th day of December, 2015, the City of San Saba Council Members adopt this resolution to appoint Charles Peeler to a two year staggered term for 2016 and 2017 of the San Saba County Appraisal District Board of Directors

The second action item was to discuss and consider approval of an Agreement between the City of San Saba and Jacob and Martin, LLC to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number 7215460. Mr. Weik explained that this is part of the procurement process in order for the City to receive the funding for this grant and we have worked with Jacob and Martin in the past on several other projects. On a Motion by Mayor Pro-Tem Amthor and seconded by Alderman Behrens the Council unanimously approved the Agreement between the City of San Saba and Jacob and Martin, LLC to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number 7215460.

Agreement

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this 8 day of December, 2015, by and between the CITY OF SAN SABA, hereinafter called the "City" acting herein by Mayor hereunto duly authorized, and JACOB & MARTIN, L.L.C hereinafter called "Firm," acting herein by Ken Martin, President.

WITNESSETH THAT:

WHEREAS, the City/County of San Saba desires to have installed about 4,700 feet of 8-inch water line and incidentals under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program of the Texas Department of Agriculture (TDA); and Whereas the City desires to engage JACOB & MARTIN, L.L.C to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number 7215460

NOW THEREFORE, the parties do mutually agree as follows:

1. Definitions:

Throughout this document:

- a. "Agreement" refers to this contract between the City and the Firm to assist with the engineering, surveying, testing, inspection and other special services requested by the owner of all or any portion of a community development block grant from the Texas Department of Agriculture.
- b. "Firm" refers to the professional services provider engaged to assist the City with the engineering, surveying, testing, inspection and other special services requested by the owner of all or a portion of a community development block grant from the Texas Department of Agriculture.
- c. "Parties" refer to the Firm and the City.

2. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

3. Time of Performance - The services of the Firm shall commence on 12-8-15. In any event, all of the services required and performed hereunder shall be completed no later than 10-14-17.

4. Local Program Liaison - For purposes of this Agreement, the City Secretary or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

5. Access to Information - The Comptroller General of the United States, the City, the Texas Department of Agriculture, and the Texas State Auditor's Office, the U.S. Department of Housing and Urban Development (HUD), or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Firm's agreement with the City/County or the administration, construction, engineering or implementation of the TxCDBG award between TDA and City.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 40,000.00 unless approved by the City. Payment to the Firm

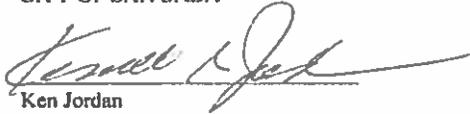
shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in San Saba County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement

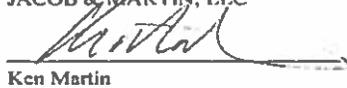
This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: CITY OF SAN SABA


Ken Jordan

BY: JACOB & MARTIN, L.L.C


Ken Martin

The third action item was to discuss and consider approval of Agreement between the City of San Saba and A&J Howco Services, Inc. to render certain professional administrative services in connection with the TxCDBG Project, Contract Number 7215460. City Manager Weik explained that this is also part of the Grant process and that Kay Howard with A&J Howco Services, Inc. is the person that wrote this grant. On a motion by Alderman Whitten and seconded by Alderman Behrens, Council unanimously approved the Agreement between the City of San Saba and A&J Howco Services, Inc. to render certain professional administrative services in connection with the TxCDBG Project, Contract Number 7215460.

MANAGEMENT/ADMINISTRATION SERVICES

PART I
AGREEMENT

THIS AGREEMENT, entered into this 8th day of December 2015, by and between the CITY OF SAN SABA, hereinafter called "the City", acting herein by MAYOR KEN JORDAN hereunto duly authorized, and A & J HOWCO SERVICES INC. hereinafter called "the Contractor", acting herein by ANITA KAY HOWARD.

WITNESSETH THAT:

WHEREAS, the City of San Saba desires to construct the following: water improvements project under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program; and Whereas the City desires to engage A & J Howco Services Inc. to render certain professional administrative services in connection with this TxCDBG Project, Contract Number 7215460.

NOW THEREFORE, the parties do mutually agree as follows:

1. Definitions:

Throughout this document:

- a. "Agreement" refers to the contract between a City and a professional or administrative services Contractor to assist with the administration, construction, engineering or implementation of all or any portion of a community development block grant from the Texas Department of Agriculture.
b. "Contractor" refers to a professional or administrative services Contractor engaged to assist a City with the administration, construction, engineering or implementation of all or a portion of a community development block grant from the Texas Department of Agriculture.
c. "Parties" refer to the Contractor and the City.

2. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

3. Time of Performance - The services of the Contractor shall commence on December 8, 2015. In any event, all of the services required and performed hereunder shall be completed no later than October 14, 2017.

4. Local Program Liaison - For purposes of this Contract, the City Secretary or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

5. Access to Information - The City, the Texas Department of Agriculture (TDA), the Texas State Auditor's Office, the Comptroller General of the United States, or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the City or the administration, construction, engineering or implementation of the TxCDBG award between TDA and City.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00). Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

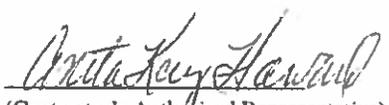
- 7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys’ fees, arising out of the Contractor’s performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker’s compensation and income tax laws.
- 8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in San Saba, San Saba County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
- 9. Extent of Agreement
This Agreement, which includes Parts I-IV, including the following exhibits: Exhibit A and B represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: 
(City Official)

Ken Jordan

Mayor

BY: 
(Contractor’s Authorized Representative)

Anita Kay Howard

President

The Final action item was to consider approval of Resolution No. 2015-48 a Resolution designating Authorized Signatories for Contractual Documents for Requesting Funds pertaining to the Texas Community Development Block Grant Program Contract Number 72145460. On a motion by Alderman Whitten and seconded by Alderman Behrens, Council unanimously approved Resolution No. 2015-48.

RESOLUTION NO. 2015-48

RESOLUTION AUTHORIZING SIGNATORIES

A201

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7215460

WHEREAS, the City of San Saba, Texas has received a 2015 Texas Community Development Block Grant award to provide water improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of San Saba, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG Depository/ Authorized Signatories Designation Form (Form A202).

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

The Mayor and Mayor Pro-Tem to be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2015 Texas Community Development Block Grant Program.

The Mayor, Mayor Pro-Tem, City Administrator, City Treasurer, and the City Secretary be authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the 2015 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS on December 8, 2015.

CITY MANAGER’S REPORT

City Manager Stan Weik gave a brief report on the following activities in the City of San Saba: Great month and wanted to thank everyone that helped with the Christmas Party; Cat and Dog whisperer Jason Vogel received the Employee of the Year Award and was very well deserving; thanked Oleta Behrens and Mark Amthor for attending and assisting with events of the party; Saturday was a great event with a continual stream of cars at Mill Pond Park looking at the Christmas Lights; Kids still using new playground equipment; all new LED lights have been replaced on the downtown buildings and have had a request to leave them up year round; few water leaks, nothing major; Order new banners for the light poles.

OTHER REPORTS

Sergeant Misty Maldonado reminded everyone that the San Saba Police Department Grand Opening will be on December 19, 2015 from 6:00 p.m. to 7:00 p.m. and Santa will be there for pictures, cookie and ornament decorating, and a ten piece band; Scott Glaze, Public Works Director, thanked everyone that helped with the TETC Class in the Council Chambers, had 13 attendees and one instructor, attendees said this was one of the best hosted classes, and hope to return again to San Saba because of the accommodations and features; Al Hamrick, Code Enforcement Officer said the new Nursing Home is going to be amazing, did the final top out inspection on the plumbing and roof, inspected thirty three bathrooms, now taking applications, will offer a Rehab Center and out patient Physical Therapy; Tony Guidroz, Economic Development Director gave a brief update on activities in the City and explained he would be attending a mandatory Tax Abatement Class next Monday and reminded everyone about Sip N Stroll and Harry's annual event this coming Saturday; Denver Daniel, Electric Department Supervisor said they fired up and checked out the big transformer at the new Nursing Home, changed out all the LED bulbs, helped with the decorating, and got the new Electric Department pickup rigged; Charlene Lindsay, Finance Director, thanked the Council for all they do.

The meeting adjourned at 6:27 p.m. and took a brief recess before convening into Executive Session.

At 6:31 p.m., the City Council convened into Executive Session pursuant to Section 551.071 (Advice of Legal Counsel), 551.087 (Economic Development) and 551.072 (Real Property), Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct regarding:

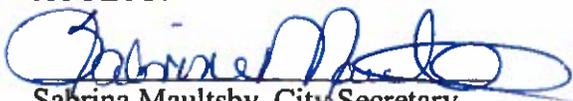
- a) Consultation with attorney regarding letter dated November 4, 2015 from attorney Richard Gladden pertaining to notice of claim concerning Ordinance 2009-06, adopted a0/23/2009;
- b) Consideration of Real estate matter concerning property located behind Allison Sisters Subdivision; and
- c) Consideration of real estate/economic development Project Green Tree.

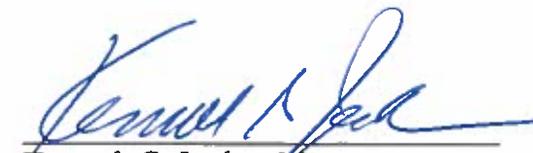
At 7:34 p.m., the City Council adjourned from Executive Session and reconvened into open session. Action taken:

- a) No action was taken
- b) Alderman Robert Whitten made a motion to hereby move to authorize the Mayor and/or his designee to take action on the real estate matter concerning the property located behind Allison Sisters subdivision by sealed bid. Alderman Oleta Behrens seconded the motion and passed unanimously.
- c) Mayor Pro-Tem Mark Amthor made a motion to hereby move to authorize the Mayor and/or his designee to take action as discussed concerning Project Green Tree. Alderman Oleta Behrens seconded the motion and passed unanimously.

The meeting adjourned at 7:36 p.m.

ATTEST:


Sabrina Maulsby, City Secretary


Kenneth G. Jordan, Mayor