

**MINUTES  
MEETING OF THE CITY COUNCIL  
OF THE CITY OF SAN SABA  
May 10, 2016**

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

Alderman Charles Peeler was absent.

Others present were: Sabrina Maultsby – City Secretary  
Charlene Lindsay – City Treasurer  
Scott Glaze – Public Works Supervisor  
Tony Guidroz – City Employee  
Denver Daniel – City Employee  
Sergeant Misty Maldonado – City Employee  
John Whitney – City Employee  
Les Dawson – Municipal Judge  
Alice Smith – San Saba News & Star

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

**INSTALLATION OF ELECTED OFFICIALS**

Municipal Judge Les Dawson was present to issue the Statement of Elected Officials and Oath of Office to re-elected Mayor Ken Jordan, Aldermen Robert Whitten, and Oleta Behrens.

The next item on the agenda was to elect an Alderman to serve as Mayor Pro-Tem. The Council unanimously re-elected Alderman Mark Amthor as Mayor Pro-Tem on a motion by Alderman Whitten, seconded by Alderman Behrens.

**PUBLIC COMMENTS:** None

**PRESENTATIONS:**

John Whitney, city employee working in the Street Department, was selected as the Employee of the Month for May. Scott Glaze and Alderman Whitten presented John with a plaque with his name on it and a gift certificate to a local restaurant.

Mayor Ken Jordan read the San Saba City-County Joint Proclamation 2016-01 Celebrating Louis M. Crump's 100 Years of Life and Service proclaiming Sunday, May 22, 2016 as: **Louis M. Crump Day.**

**CONSENT AGENDA**

On a motion by Alderman Oliver, seconded by Alderman Whitten, Council unanimously approved the following: minutes from the April 12, 2016 council meeting; payment of bills; Approved Resolution No. 2016-13 waiving noise ordinance for May 14, 2016 at Mill Pond Park Gazebo; Approved Resolution No. 2016-14 waiving noise ordinance for May 14, 2016 at Joe Ragsdale Pavilion in Mill Pond Park; Approved Resolution No. 2016-15 waiving noise ordinance for May 28, 2016 at Risien Park Pavilion; Approved Resolution No. 2016-16 waiving noise ordinance for May 28, 2016 at Mill Pond Park Gazebo; Approved Resolution No. 2016-17 waiving noise ordinance for June 10, 11, and 12, 2016 at Risien Park; Approved Resolution No. 2016-18 waiving noise ordinance for June 11, 2016 at Mill Pond Park Gazebo; Approved Resolution No. 2016-19 waiving noise ordinance for a Street Dance on June 11, 2016 on the West side of the Courthouse; Approved Ordinance No. 2016-02 to temporarily close Cherokee Street from E. Wallace Street to E. Commerce Street on June 11, 2016.

**RESOLUTION 2016-13**

**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**, Kassy Gomez, 1203 W. Dry Street, San Saba, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Gazebo at Mill Pond Park on May 14<sup>th</sup>, 2016 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 May 14, 2016 at the Gazebo at Mill Pond Park.

Passed and approved this 10<sup>th</sup> day of May, 2016.

**RESOLUTION 2016-14**

**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**, **Marsha Evans, 1415 A CR 4145, Cranfills Gap, Tx**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at Joe Ragsdale Pavilion on May 14<sup>th</sup>, 2016 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 May 14, 2016 at Joe Ragsdale Pavilion.

Passed and approved this 10<sup>th</sup> day of May, 2016.

**RESOLUTION 2016-15**

**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 Collins, 3732 Cove Meadow Lane, Ft. Worth, Texas**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at Risien Park Pavilion on May 28<sup>th</sup>, 2016.

**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 May 28<sup>th</sup>, 2016 at Risien Park Pavilion.

Passed and approved this 10<sup>th</sup> day of May, 2016.

**RESOLUTION 2016-16**

**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**, Rogelio Rocha, 603 S. Liveoak, San Saba, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Gazebo at Mill Pond Park on May 28<sup>th</sup>, 2016 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 May 28, 2016 at the Gazebo at Mill Pond Park.

Passed and approved this 10<sup>th</sup> day of May, 2016.

**RESOLUTION 2016-17**

**A RESOLUTION OF THE CITY OF SAN SABA TO WAIVE AN  
ORDINANCE DEFINING NOISE NUISANCES**

**WHEREAS**, the City of San Saba desires to regulate and oversee any unreasonable loud, disturbing, unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity.

**WHEREAS**, the playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours between 10 p.m. and 7 a.m. as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type of residence is prohibited.

**WHEREAS**, Tony Guidroz, San Saba Economic Director, 303 S. Clear Street, San Saba, Tx, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at Risien Park on June 10<sup>th</sup> and June 11<sup>th</sup>, 2016 until 12:00 midnight for the Cow Camp Cook-off.

**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 June 10<sup>th</sup> and June 11<sup>th</sup>, 2016 at Risien Park.

Passed and approved this 10<sup>th</sup> day of May, 2016.

**RESOLUTION 2016-18**

**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**, Virginia Reyes, 403 W. Storey, San Saba, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Gazebo at Mill Pond Park on June 11<sup>th</sup>, 2016 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 June 11, 2016 at the Gazebo at Mill Pond Park.

Passed and approved this 10<sup>th</sup> day of May, 2016.

**RESOLUTION 2016-19**

**A RESOLUTION OF THE CITY OF SAN SABA TO WAIVE AN  
ORDINANCE DEFINING NOISE NUISANCES**

**WHEREAS**, the City of San Saba desires to regulate and oversee any unreasonable loud, disturbing, unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity.

**WHEREAS**, the playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours between 10 p.m. and 7 a.m. as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type of residence is prohibited.

**WHEREAS**, Tony Guidroz with the Economic Development Committee, San Saba, Tx, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Street Dance located on the West side of the Courthouse on June 11<sup>th</sup>, 2016 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 June 11, 2016 at the Street Dance located on the West side of the Courthouse.

Passed and approved this 10<sup>th</sup> day of May, 2016.

**ORDINANCE NO. 2016-02**

**AN ORDINANCE APPROVING A REQUEST SUBMITTED BY DIRECTOR REPRESENTING THE ECONOMIC DEVELOPMENT COMMITTEE TO TEMPORARILY CLOSE THE BLOCK OF CHEROKEE STREET BETWEEN EAST WALLACE STREET AND EAST COMMERCE STREET FROM THE HOURS OF 3:00 P.M. TO 1:00 A.M. ON JUNE 11, 2016.**

WHEREAS, Tony Guidroz, Director of the Economic Development Committee, San Saba, Texas has requested from the City Council of the City of San Saba for permission to close the portion of Cherokee Street located between Wallace and Commerce Streets June 11, 2016 from 3:00 p.m. to 1:00 a.m.

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN SABA that this section of Cherokee Street be temporarily closed from the hours of 3:00 p.m. to 1:00 a.m. on June 11, 2016.

PASSED AND APPROVED this the 10<sup>th</sup> day of May, 2016.

**DISCUSSION/ACTION ITEMS:**

The first item for discussion was to consider and approve the Budget Calendar for the 2016-2017 Fiscal Year. On a motion by Alderman Behrens, seconded by Alderman Oliver, Council unanimously approved the Budget Calendar for the 2016-2017 Fiscal Year.

**CITY OF SAN SABA  
BUDGET CALENDAR  
FOR THE  
2016 – 2017 FISCAL YEAR**

- |           |  |                   |
|-----------|--|-------------------|
| * June 10 | Post 72-hour agenda notice of meeting        | City Secretary    |
| * June 14 | <b>Council Meeting &amp; Budget Workshop</b> | City Council/Mgr. |
| * June 24 | Post 72-hour agenda notice of meeting        | City Secretary    |
| * June 28 | <b>Budget Workshop</b>                       | City Council/Mgr. |
| * July 8  | Post 72-hour agenda notice of meeting        | City Secretary    |
| * July 12 | <b>Council Meeting &amp; Budget Workshop</b> | City Council/Mgr. |

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- \* July 22            *Post 72-hour agenda notice of meeting*            *City Secretary*
- \* July 26            *Budget Workshop*    *City Council/Mgr.*
  
- \* July 29            *Post 72-hour agenda notice of workshop*            *City Secretary*
- \* August 2           *Budget Workshop*    *City Council/Mgr.*
  
- \* August 5           *Post 72-hour agenda notice of meeting*            *City Secretary*
- \* August 9           *Council Meeting & Budget Workshop*            *City Council/Mgr.*
  
- \* August 25        *Notice of Public Hearing & vote on –*  
*Adoption of budget and tax rate*    *City Secretary*
- \* Sept 13            *Public Hearing On Proposed Budget*  
*And Tax Rate*    *City Council/Mgr.*
  
- \* Sept 13            *Council Meeting to Approve 2016-2017 Budget*            *City Council/Mgr.*  
*And Adopt Tax Rate*

The second item for discussion was to approve Resolution No. 2016-20 a Resolution approving and confirming a Financing Agreement for the purpose of Procuring a “Vehicle and Related Equipment”; Designating the City Administrator as an Authorized signer of the Agreement; and the City declares its intent within the meaning of Treasury Regulation 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended to use loan proceeds for reimbursement of expenditures related to the Property. On a motion by Alderman Whitten, seconded by Alderman Amthor, Council agreed with a 4 to 0 Vote the City Council unanimously agreed to approve Resolution No. 2016-20, a Resolution approving and confirming a Financing Agreement for the purpose of Procuring a “Vehicle and Related Equipment”; Designating the City Administrator as an Authorized signer of the Agreement; and the City declares its intent within the meaning of Treasury Regulation 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended to use loan proceeds for reimbursement of expenditures related to the Property.

**RESOLUTION NO. 2016-20**

**A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING A “VEHICLE AND RELATED EQUIPMENT”.**

WHEREAS, City of San Saba desires to enter into that certain Financing Agreement, by and between Government Capital Corporation and City of San Saba, for the purpose of procuring a “**Vehicle and Related Equipment**”. The City desires to designate this Agreement as a “qualified tax exempt obligation” of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. City of San Saba desires to designate the City Administrator as an authorized signer of the Agreement. The City declares its intent within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended to use loan proceeds for reimbursement of expenditures related to the Property.

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

Section 1. That the City enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring a “**Vehicle and Related Equipment**”.

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Section 2. That the Financing Agreement, by and between the City of San Saba and Government Capital Corporation is designated by the City 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 City of San Saba designates the City Manager as an authorized signer of the Financing Agreement, by and between City of San Saba and Government Capital Corporation.

Section 4. That the City will use loan proceeds for reimbursement of expenditures related to the Property.

This Resolution has been PASSED upon Motion made by Council Member Oleta Behrens, seconded by Council Member Shawn Oliver by a vote of 4 to 0 and is effective this 10<sup>th</sup> day of May, 2016.

The third discussion item was to discuss and consider approving a Public Utility Easement to the City of San Saba from the following Grantors: a) William A. Broyles; b) Donny Smith; and Sam Uli for the purpose of installing water and sewer lines for the availability of utility services to City of San Saba Customers in the Hopeview Addition and adjoining properties as depicted and/or described in Exhibit "A". Mr. Weik explained to the Council that the Hopeview Addition is located West of the ALCO Building and the Addition is located outside of the City limits. He also explained that Sam Uli had requested services and that Donny Smith would also need services for the property he purchased. Mr. Weik explained that the City will charge a Development Fee to the customers that wish to obtain services in order to recoup the installation of the water and sewer lines. He also referred to Exhibit A explaining the location of the water and sewer lines. On a motion by Alderman Oliver, seconded by Alderman Amthor, the City Council unanimously agreed to approve a Public Utility Easement to the City of San Saba from the following Grantors: a) William A. Broyles; b) Donny Smith; and Sam Uli for the purpose of installing water and sewer lines for the availability of utility services to City of San Saba Customers in the Hopeview Addition and adjoining properties as depicted and/or described in Exhibit "A".

**PUBLIC UTILITY EASEMENT**

STATE OF TEXAS )  
 )  
COUNTY OF SAN SABA ) **KNOW ALL BY THESE PRESENTS:**

THAT William A. Broyles, whose address is P.O. Box 266, Cherokee, Texas 76832, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, to-wit: a total of one (1) tap for 2" or smaller water and (1) tap for wastewater for the entirety of the tract(s) shown on Exhibit A as being owned by Grantor, to Grantor in hand paid by the CITY OF SAN SABA, TEXAS, a municipal corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which are hereby acknowledged and confessed and for which no lien, express or implied, is retained, has this day GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto Grantee, its successors and assigns, an easement for the construction, placement, operation, maintenance, repair, rebuilding, relocation, replacement, upgrade, decommissioning and/or removal of water and/or wastewater public utility lines, including the right to install in the future such additional water and/or wastewater public utility lines as may be necessary or desirable in the Grantee's operations and associated appurtenances, and making connections therewith, reasonably necessary for the supplying of water and/or wastewater public utility services in, upon, under and across the following described land:



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A 20' wide water and/or wastewater line easement which extends 10' on each side off of center of the line shown and which easement area located on that certain tract or parcel of land, lying and being situated in San Saba County, Texas, as depicted and/or described in **EXHIBIT "A"** attached hereto and made a part hereof for all purposes (the "Easement Tract").

Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of construction, placement, operation, maintenance, repair, rebuilding, relocation, replacement, upgrade, decommissioning and/or removal of said lines and appurtenances.

Grantor covenants and agrees to use the Easement Tract only in those ways consistent with the easement granted herein, and further covenants and agrees not to construct any building or other structure on the Easement Tract or to do anything that would impair, damage or destroy the lines or appurtenances located thereon or unreasonably interfere with Grantee's access thereto. The covenants and agreements set forth herein are covenants running with the land, and shall fully bind Grantor and its successors and assigns.

**TO HAVE AND TO HOLD** the same perpetually to Grantee and its successors and assigns together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, placement, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of water and/or wastewater public utility lines and associated appurtenances and making connections therewith provided.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the easement herein granted unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject to the matters set forth herein.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed on this 19th day of May, 2016.

**GRANTOR:**

**WILLIAM A. BROYLES**

**PUBLIC UTILITY EASEMENT**

**STATE OF TEXAS**

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)  
)

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF SAN SABA**

**THAT** Donny Smith, whose address is 471 S. Highway 16, San Saba, Texas 76877, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, to Grantor in hand paid by the **CITY OF SAN SABA, TEXAS**, a municipal corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which are hereby acknowledged and confessed and for which no lien, express or implied, is retained, has this day **GRANTED, SOLD, AND CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY**, unto Grantee, its successors and assigns, an easement for the construction, placement, operation, maintenance, repair, rebuilding, relocation, replacement, upgrade, decommissioning and/or removal of water and/or wastewater public utility lines, including the right to install in the future such additional water and/or wastewater public utility lines as may be necessary or desirable in the Grantee's operations and associated appurtenances, and making connections therewith, reasonably necessary for the supplying of water and/or wastewater public utility services in, upon, under and across the following described land:

A 20' wide water and/or wastewater line easement which extends 10' on each side off of center of the line shown and which easement area located on that certain tract or parcel of land, lying and being situated in San Saba County, Texas, as depicted and/or described in **EXHIBIT "A"** attached hereto and made a part hereof for all purposes (the "Easement Tract").

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Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of construction, placement, operation, maintenance, repair, rebuilding, relocation, replacement, upgrade, decommissioning and/or removal of said lines and appurtenances.

Grantor covenants and agrees to use the Easement Tract only in those ways consistent with the easement granted herein, and further covenants and agrees not to construct any building or other structure on the Easement Tract or to do anything that would impair, damage or destroy the lines or appurtenances located thereon or unreasonably interfere with Grantee’s access thereto. The covenants and agreements set forth herein are covenants running with the land, and shall fully bind Grantor and its successors and assigns.

**TO HAVE AND TO HOLD** the same perpetually to Grantee and its successors and assigns together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, placement, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of water and/or wastewater public utility lines and associated appurtenances and making connections therewith provided.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the easement herein granted unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject to the matters set forth herein.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed on this 16th day of May, 2016.

**GRANTOR:**

**DONNY SMITH**

**PUBLIC UTILITY EASEMENT**

**STATE OF TEXAS**

)

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF SAN SABA**

)

**THAT** Sam Uli, whose address is 307 S. High, San Saba, Texas 76877, hereinafter referred to as “Grantor,” whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, to Grantor in hand paid by the CITY OF SAN SABA, TEXAS, a municipal corporation, hereinafter referred to as “Grantee”, the receipt and sufficiency of which are hereby acknowledged and confessed and for which no lien, express or implied, is retained, has this day **GRANTED, SOLD, AND CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY**, unto Grantee, its successors and assigns, an easement for the construction, placement, operation, maintenance, repair, rebuilding, relocation, replacement, upgrade, decommissioning and/or removal of water and/or wastewater public utility lines, including the right to install in the future such additional water and/or wastewater public utility lines as may be necessary or desirable in the Grantee’s operations and associated appurtenances, and making connections therewith, reasonably necessary for the supplying of water and/or wastewater public utility services in, upon, under and across the following described land:

A 20’ wide water and/or wastewater line easement which extends 10’ on each side off of center of the line shown and which easement area located on that certain tract or parcel of land, lying and being situated in San Saba County, Texas, as depicted and/or described in **EXHIBIT “A”** attached hereto and made a part hereof for all purposes (the “Easement Tract”).

Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of construction, placement, operation, maintenance, repair, rebuilding, relocation, replacement, upgrade, decommissioning and/or removal of said lines and appurtenances.

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Grantor covenants and agrees to use the Easement Tract only in those ways consistent with the easement granted herein, and further covenants and agrees not to construct any building or other structure on the Easement Tract or to do anything that would impair, damage or destroy the lines or appurtenances located thereon or unreasonably interfere with Grantee's access thereto. The covenants and agreements set forth herein are covenants running with the land, and shall fully bind Grantor and its successors and assigns.

**TO HAVE AND TO HOLD** the same perpetually to Grantee and its successors and assigns together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, placement, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of water and/or wastewater public utility lines and associated appurtenances and making connections therewith provided.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the easement herein granted unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject to the matters set forth herein.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed on this 13th day of May, 2016.

**GRANTOR:**

SAM ULI

## **CITY MANAGER'S REPORT**

City Manager Weik reported on the following activities in the City of San Saba: Great month; Met with the Public Utility Commission regarding Distributed Generation Systems regarding the City's options and what impact this will have on the Electric Grid; In contact with LCRA regarding DG and they will be writing the spec and agreement; Talked to two Supervisors with TCEQ this morning regarding the numerous complaints the City has received about the stench occurring for weeks and how the neighbors could not be outside; Golf Course looks fantastic; Al Hamrick will be implementing a Red Tag Program for property owners that have high grass and will have 7 days to correct the issue and in thirty days they will have a hearing before the Municipal Judge; We have had a lot of rain, the mosquitos will be aggressive, and this is a safety issue for the elderly and children.

## **OTHER REPORTS**


Scott Glaze, Public Works Director, reported that the City will be purchasing a Forklift with the \$12,000.00 Grant Funds they received from LCRA; Water leaks have slacked off. Denver Daniel, Electric Department Supervisor, reported they have been staying busy changing out old meters to digital; Will be interviewing three applicants for the job opening in the electric department. Tony Guidroz, EDC Director, reported that the Catkins Ball was a success raising about \$96,000.00 in the open Auction and \$15,000.00 with the silent auction; Shady Shores Nursing home is about two to three weeks away from opening and looks fabulous; Pecan Capital Trade Days had 17 vendors; Everything is looking good and should be starting demolition soon; San Saba scored high on points for the new apartment complex; Dennis Hardman broke ground and will have a Bakery and Office; Downtown Farmers Market started last Wednesday.

Mayor Jordan adjourned the meeting at 6:35 p.m. and invited everyone to stay for refreshments honoring the newly elected officials.



Kenneth G. Jordan, Mayor

**ATTEST:**



Sabrina Maulsby, City Secretary