

**MINUTES  
MEETING OF THE CITY COUNCIL  
OF THE CITY OF SAN SABA  
August 9, 2016**

Members in attendance were: Ken Jordan – Mayor  
Mark Amthor - Mayor Pro-Tem  
Charles Peeler - Alderman  
Robert Whitten - Alderman  
Stan Weik – City Manager

Alderman Shawn Oliver and Alderman Oleta Behrens were absent

Others present were: Sabrina Maultsby – City Secretary  
Charlene Lindsay – City Treasurer  
Scott Glaze – City Employee  
Tony Guidroz – City Employee  
Denver Daniel – City Employee  
Eric Morgan – City Employee  
Bruce Stewart – City Employee  
Ray Riggs – Police Chief  
Misty Maldonado - Sergeant  
Alice Smith – San Saba News & Star  
Leslie Dawson – Municipal Judge  
Sharon Blossman – Municipal Clerk  
Michael Nelson - Citizen  
Bobby Britsch – Citizen  
Kathy Britsch - Citizen  
Maria Rangel – Citizen  
Javier Baez – Citizen

Mayor Pro-Tem Amthor gave the invocation and pledges, at 6:04 p.m. Alderman Whitten arrived and Mayor Jordan called the meeting to order, announced a quorum present.

**PUBLIC COMMENTS:**

Alice Smith addressed the Council on behalf of the San Saba News and Star, thanking the City Council for presenting the newspaper with the Media Award.

**PRESENTATIONS:**

Eric Morgan, Water/Waste Water Assistant Supervisor, was selected as the Employee of the Month for August. Scott Glaze, Public Works Director and Mayor Pro-Tem Amthor presented Eric with a plaque with his name on it and a gift certificate to a local restaurant.

Mayor Jordan read a Proclamation “Honoring Law Enforcement” and presented Police Chief Ray Riggs with the Proclamation and asked that everyone take a moment of silence to honor all fallen soldiers and their families and thanked Chief Riggs and the San Saba Police Department for doing a wonderful job.

**CONSENT AGENDA:**

On a motion by Alderman Whitten, seconded by Alderman Peeler, Council unanimously approved the following: minutes from the July 12, 2016 Council Meeting; minutes from the July 26, 2016 Budget Workshop Meeting; payment of bills.

**DISCUSSION/ACTION ITEM:**

The first action item was to discuss and consider approving Ordinance No. 2016-03 amending Ordinance No. 2015-08 specifically "Exhibit A" Fee Schedule for certain city services. Mr. Weik explained to the Council that this .78% increase is tied to water improvements and with the TxCDBG Grant we received, the City is required to have cash match in order to receive the funding. On a motion by Mayor Pro-Tem Amthor and seconded by Alderman Peeler, Council unanimously approved Ordinance No. 2016-03.

**ORDINANCE NO. 2016-03**

**AN ORDINANCE AMENDING ORDINANCE NO. 2015-08 AND SETTING FEES FOR VARIOUS CITY SERVICES AND CONSOLIDATING THOSE FEES FOR CONVENIENCE; AMENDING VARIOUS CITY ORDINANCES, AND CONTAINING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of San Saba has adopted numerous ordinances that provide for various fees and charges that are subject to change from time to time; and

**WHEREAS**, the City has determined that it would be convenient to consolidate those fees in one ordinance that can be reviewed and amended as needed from time to time, and

**WHEREAS**, the City has determined that the fees and charges specified herein are reasonable, necessary, fair and designed to fund the various activities to which they pertain; and

**WHEREAS**, the City has determined that the fees set forth herein will promote the health, safety, and welfare of the citizens of San Saba; and

**WHEREAS**, this ordinance was adopted at a meeting of the San Saba City Council held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council was present and voting;

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

**SECTION 1. Rates Imposed.**

The City hereby amends the Fee Schedule attached as Exhibit "A" hereto and imposes the fees set forth therein upon the services, activities, events, materials, and supplies that are described therein. These rates shall be collected by the City in accordance with the various City ordinances that more particularly describe each of the fees.

**SECTION 2. Ordinances Amended.**

Each City ordinance that originally provided a fee, charge, or fine that is mentioned on Exhibit "A" is hereby amended as shown on Exhibit "A".

**SECTION 3. Severability.**

Should any portion or part of this ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

**SECTION 4. Effective Date.**

This Ordinance shall be effective upon its passage.

**PASSED AND APPROVED** this the 9<sup>th</sup> day of August, 2016

**“EXHIBIT A”**

**CITY OF SAN SABA  
FEE SCHEDULE**

**ANIMAL CONTROL**

Standard Licensing Fees

Dog or cat annual tag \$10.00 with proof of  
Vaccinations

Impoundment Fee

Dog or Cat impounded for 14 days \$10.00/per day

Adoption Fee

Animals may be adopted at no charge; however, those animals must get all their vaccinations and tags the day they are adopted

Relinquish Fee

Dog or Cat \$30.00/each

**BUILDING AND DEVELOPMENT**

**Permits**

Single-family & duplex residences	\$ .10/sq.ft. \$15.00 minimum
Apartments	\$ .10/sq.ft. \$15.00 minimum
Commercial & Institutional	\$ .10/sq.ft. \$15.00 minimum
Additions and remodeling	\$ .10/sq.ft. \$15.00 minimum
Alterations, Repairs & Renovations	\$ .10/sq.ft. \$15.00 minimum
Demolition	\$ 25.00
House moving	\$100.00 plus any police/utility cost
Storage sheds over 120 sq.ft.	\$ 15.00
Green House over 120 sq.ft.	\$ 15.00
Fire alarm systems	\$100.00
Lot clearing	\$ 20.00
Plan review	\$100.00
Plan review-Bldg. dept.	\$100.00
Plan review Fire Marshall	\$100.00
Carport, accessory buildings, detached	
Garage	\$ .05/sq.ft. \$10.00 minimum
Signs (illuminated & non-illuminated)	\$1.00/sq.ft. \$10.00 minimum

Moving a manufactured, modular, mobile  
Home in or out \$15.00

**CONDEMNATION FEES**

Properties condemned by the City will have a fee of \$250.00 to cover the cost of the newspaper ads, preparation and presentation of the documentation before the Planning and Zoning Board as well as the City Council, and to cover the cost of filing a lien against the property at the County Courthouse.

**ELECTRICAL DEPARTMENT**

**PERMITS**

New construction-single family \$\$.04/sq.ft. \$15.00 minimum  
Commercial & Institutional \$.04/sq.ft. \$15.00 minimum  
Remodel \$10.00  
Construction meter loop \$10.00

**SERVICE CHARGES**

Security Deposit \$250.00  
New Account Charges \$20.00  
New Service Charge \$30.00  
Non-pay reconnect charge \$20.00  
Temporary overhead connection charge \$35.00  
Short term service chg. (Mon-Fri) \$40.00  
Request meter test \$50.00  
Delinquent bill collection charge 10% of outstanding bill  
Theft of Service \$200.00  
Returned Check or Bank draft charge \$30.00

**ELECTRICAL USAGE FEES**

**Residential**

Customer charge \$10.00  
Distribution energy charge per kWh \$0.0438/per kWh  
Plus Power Cost Recovery Factor

**Small General Service**

Customer charge \$10.50  
Distribution energy charge per kWh \$0.04  
Plus Power Cost Recovery Factor

**Medium General Service**

Customer charge \$43.00  
Plus a demand charge \$ 6.76  
Plus an energy charge \$0.026  
Plus Power Cost Recovery Factor

**Large General Service**

Customer charge \$79.00  
Plus a demand charge \$8.06  
Plus an energy charge \$0.019  
Plus Power Cost Recovery Factor

**Park Service**

Replacement charge Bulbs as used  
Customer Charge \$7.50  
Energy charge \$0.03130  
Plus Power Cost Recovery Factor

**Municipal Pumping Service**

Energy Charge \$0.05304  
Plus Power Cost Recovery Factor

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<b>Irrigation Service</b>	
Customer Charge	\$ 10.00
Energy Charge	\$0.03419
Plus Power Cost Recovery Factor	

**AREA LIGHTING** – Power Under this schedule is available for service to one hundred seventy-five (175) watt maximum security light installed and maintained by the City for customers at their request.

**MONTHLY RATE:**

Customer Charge	175 watt mercury vapor	\$ 6.22
Customer Charge	100 watt high pressure sodium	\$ 5.86

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**STREET LIGHTING**

<b>Lamp Type &amp; Wattage</b>	<b>Nominal Lumen Output</b>	<b>Estimated KWH per lamp per month</b>	<b>Unmetered Charge per lamp per month</b>
<i>Mercury Vapor</i>			
175 Watt	7,900	70	\$ 6.22
400 Watt	21,000	155	N/A
<i>High Pressure Sodium Vapor</i>			
400 & 1,000 Watt	180		\$12.00
100 Watt	9,500	40	\$ 5.86
250 Watt	22,500	102	N/A
<i>Incandescent (existing)</i>			
All	N/A	100	\$ 5.34
Traffic Signals			
All	0.04718 per KWH for all energy used		

**EQUIPMENT RENT FEES & LABOR FEES**

<b>BACKHOE</b>	\$ 100.00/hr. + \$25.00 hr. with Hoe Ram
<b>BUCKET TRUCK</b>	\$ 200.00/hr.
<b>DUMP TRUCK 6 YD.</b>	\$ 50.00/hr.
<b>DUMP TRUCK 12 YD.</b>	\$ 75.00/hr.
<b>SKID LOADER</b>	\$ 125.00/hr.
<b>VACTOR TRUCK</b>	\$ 100.00/hr.
<b>ROAD MAINTAINER</b>	\$ 100.00/hr.
<b>WATER TRUCK</b>	\$ 75.00/hr.
<b>SERVICE TRUCK</b>	\$ 50.00/hr.
<b>END DUMP TRAILER</b>	\$ 100.00/hr.
<b>TRACK LOADER</b>	\$ 100.00/hr.

**LABOR COST IS \$30.00/HR./PER MAN**

**MECHANICAL PERMIT FEES**

Residential	\$ .02 sq.ft. \$15.00 minimum
Commercial	\$ .04 sq.ft. \$20.00 minimum

**PLUMBING FEES**

Permit Fees	
New Construction	
Residential	\$ .04/sq.ft. \$15.00 minimum
Commercial & Institutional	\$ .04/sq.ft. \$15.00 minimum
Lawn sprinkler systems	\$15.00

**SANITATION COLLECTION RATES**

A. Bag	\$3.50 each
B. Loose	\$10.00 per cubic yard
C. Compacted	\$15.00 per cubic yard
D. Construction/Brush	\$15.00 per cubic yard
E. Passenger Tires	\$2.00/tire less than 17.5

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F. Truck Tires	\$6.00/tire
G. Oil Filters	\$1.00/each
H. Oil	\$.25 per gallon
I. Removal of Freon	\$ 15.00 per unit
J. Used lumber not stacked	\$ 30.00 per hour for labor
K. Shingles	\$24.00 per yard (no asbestos shingles accepted)

**Residential Sanitation Service**

Monthly Rate inside city	\$20.75
Monthly Rate outside city	\$31.13
Extra Polycart	\$5.00/month

**Commercial Sanitation Service Rates**

**Inside City**

Commercial Hand collection cost per container	
1 X per week	\$28.47
2 X per week	\$42.71
3 X per week	\$56.55

**Outside City**

1 X per week	\$43.31
2 X per week	\$64.95
3 X per week	\$84.77

Days/ week pu 3 Yard Dump	Inside City	Outside City
1	\$78.32	\$117.48
2	\$156.64	\$234.96
3	\$234.96	\$352.44
4	\$313.28	\$469.92
5	\$391.65	\$578.40
6	\$469.95	\$704.88
Days/ week pu 6 Yard Dump	Inside City	Outside City
1	\$155.42	\$233.13
2	\$310.84	\$466.26
3	\$466.26	\$699.39
4	\$621.68	\$932.52
5	\$777.10	\$1,165.65
6	\$932.52	\$1,398.78

Dumpsters that are for temporary use: construction debris, house cleaning, etc. will be charged as follows:

- \$30.00 delivery fee
- \$2.00 per day rent/\$25.00/month
- \$30.00 per dump per 3 yard dumpster
- \$60.00 per dump per 6 yard dumpster

**UTILITY INSPECTION**

All re-inspections \$35.00

**WATER/WASTEWATER**

Water Rates	INSIDE CITY		OUTSIDE CITY	
<b>Residential</b>				
<b>Base Rate</b>	<b>\$18.50</b>	<b>1<sup>st</sup> 2,000 gal.</b>	<b>\$27.75</b>	<b>1<sup>st</sup> 2,000</b>
	<b>\$ 2.50</b>	<b>per 1,000 from 2001-6000 gal.</b>	<b>\$ 3.75</b>	<b>per 1,000 / 2001-6000 gal.</b>

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<b>\$ 3.10</b>	<b>per 1,000 from 6001-10,000 gal.</b>	<b>\$ 4.65</b>	<b>per 1,000 / 6001-10,000 gal.</b>
<b>\$ 3.86</b>	<b>per 1,000 over 10,000 gal.</b>	<b>\$ 5.70</b>	<b>per 1,000 over 10,000 gal.</b>

**Commercial**

<b>Base Rate</b>	<b>\$ 21.50</b>	<b>1<sup>st</sup> 2,000 gal.</b>	<b>\$ 32.25</b>	<b>1<sup>st</sup> 2,000</b>
	<b>\$ 2.50</b>	<b>per 1,000 from 2001-6000 gal.</b>	<b>\$ 3.75</b>	<b>per 1,000 / 2001-6000 gal.</b>
	<b>\$ 3.10</b>	<b>per 1,000 from 6001-10,000 gal.</b>	<b>\$ 4.65</b>	<b>per 1,000 / 6001-10,000</b>
	<b>\$ 3.86</b>	<b>per 1,000 over 10,000 gal.</b>	<b>\$ 5.70</b>	<b>per 1,000 / over 10,000</b>

**Wastewater Rates**

<b>Residential</b>	<b>\$25.50</b>	<b>1<sup>st</sup> 6,000 gal.</b>	<b>\$ 38.25</b>	<b>1<sup>st</sup> 6,000 gal.</b>
		<b>\$2.00</b>		<b>\$ 3.00</b>
		<b>per 1,000 gal.</b>		<b>per 1,000 gal.</b>
		<b>With a max. of \$36.00</b>		<b>With a max. of \$54.00</b>

(Customers with sprinkler system may request December usage rate)

<b>Commercial</b>	<b>\$25.50</b>	<b>base rate 1<sup>st</sup> 2,000 gal.</b>	<b>\$38.25</b>	<b>base rate 1<sup>st</sup> 2,000 gal.</b>
	<b>\$ 1.00</b>	<b>/1,000 after 1<sup>st</sup> 2,000 gal.</b>	<b>\$ 1.50</b>	<b>/1,000 after 1<sup>st</sup> 2,000 gal.</b>

**Industrial Rates (Based on Water consumption)**

	INSIDE CITY		OUTSIDE CITY	
<b>Category XL1</b>	<b>\$50.00</b>	<b>base 1<sup>st</sup> 10,000 gals.</b>	<b>\$75.00</b>	<b>base 1<sup>st</sup> 10,000 gals.</b>
	<b>\$ 1.00</b>	<b>per 1,000 / 10,001-200,000 gal.</b>	<b>\$ 1.50</b>	<b>per 1,000 / 10,001-200,000</b>
<b>Category XL2</b>	<b>\$63.00</b>	<b>base 1<sup>st</sup> 10,000 gals.</b>	<b>\$94.50</b>	<b>base 1<sup>st</sup> 10,000 gal.</b>
	<b>\$ 1.00</b>	<b>per 1,000 / 10,001-500,000 gal.</b>	<b>\$ 1.50</b>	<b>per 1,000 / 10,001-500,000</b>
<b>Category XL3</b>	<b>\$119.00</b>	<b>base 1<sup>st</sup> 10,000 gals.</b>	<b>\$178.50</b>	<b>base 1<sup>st</sup> 10,000 gal.</b>
	<b>\$ 1.25</b>	<b>per 1,000 / 10,001-500,000+</b>	<b>\$ 1.88</b>	<b>per 1,000 / 10,001-500,000+</b>

Fee to dump raw sewage into the wastewater plant \$0.15 per gal.

Water Tap Fees	INSIDE CITY	OUTSIDE CITY	Cut Asphalt	Cut Concrete
¾" water tap	\$ 750.00	\$1,050.00	+ \$ 200.00	+ \$ 300.00
1" water tap	\$ 800.00	\$1,100.00	+ \$ 200.00	+ \$ 300.00
1 ½" water tap	\$1,100.00	\$1,550.00	+ \$200.00	+ \$ 300.00
2" water tap	\$1,700.00	\$2,450.00	+ \$200.00	+ \$ 300.00

Any water tap over 2 inches will be done at cost + 15%.

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<b>Wastewater Tap Fees</b>	<b>INSIDE CITY</b>	<b>OUTSIDE CITY</b>	<b>Cut Asphalt</b>	<b>Cut Concrete</b>
4 " sewer tap	\$ 600.00	\$ 800.00	+ \$200.00	+ \$300.00
6 " sewer tap	\$ 800.00	\$ 1,000.00	+ \$200.00	+ \$300.00

**NOTE:** Tap fees are from the City utility lines to the customer property line. Additional costs may be added for man-hours and equipment used if rock or any other obstacles are encountered.

Re-connect water fees after water has been disconnected for non-pay will be \$50.00 between 7:30 a.m. and 4:30 p.m., Monday through Friday.

Re-connect water fees on weekend, holidays, and after hours will be \$75.00

Emergency water cut off between 7:30 a.m. and 4:30 p.m. will be charged \$50.00

Emergency water cut off on holidays, weekends and after hours will be charged \$75.00

Any damage caused by tampering with the city water meters and all attachments will cost that customer a \$75.00 replacement fee.

**PARKS & RECREATION**

**RENTAL FEES – OUTSIDE**

<b>FACILITY</b>	<b>DEPOSIT</b>	<b>RENT</b>
Mill Pond Gazebo	\$150.00	\$150.00
Risien Park Pavilion	\$150.00	\$150.00
Risien Park (whole park)	\$1000.00	\$1500.00
Joe Ragsdale Pavilion	\$100.00	\$75.00
Risien Park West Slab	\$150.00	\$150.00
SS River RV Park		\$21.00 (M-Th) \$25.00 (F-Su) \$125 (weekly) \$350 (mo.)

**ALCOHOL PERMIT** \$25.00

**RENTAL FEES – INSIDE (CIVIC CENTER)**

Auditorium	8:00 a.m. to 5:00 pm.	\$25.00/hr.
Auditorium	5:00 p.m. to 1:00 a.m.	\$30.00/hr.
Meeting Room	8:00 a.m. to 5:00 p.m.	\$20.00/hr.
Meeting Room	5:00 p.m. to 1:00 a.m.	\$25.00/hr.
Kitchen Flat Fee		\$50.00
Stage Flat Fee		\$50.00
Deposit w/o alcohol		\$100.00
Deposit with alcohol		\$500.00



**RENTAL FEES – POOL**

<b>SIZE OF PARTY</b>	<b>RESIDENT</b>	<b>NON-RESIDENT</b>	<b>ADDITIONAL GUARDS</b>
20 or less	\$60.00/hr./2 hr. min.	\$100.00/hr./2 hr. min.	0**
21-40	\$70.00/hr./2 hr. min.	\$110.00/hr./ 2 hr. min.	1*
41-60	\$80.00/hr./2 hr. min.	\$120.00/hr./ 2 hr. min.	2*
61-80	\$90.00/hr./2 hr. min.	\$130.00/hr./ 2 hr. min	3*
81+	\$100.00/hr/2 hr. min.	\$140.00/hr. /2 hr. min.	4*

**\*\$10/hr. for each additional lifeguard needed according to size. \*\* Basic rate of \$60.00 hr. includes a manager and two lifeguards. A \$50.00 returnable deposit is required to hold reservation.**

The second action item was to discuss and consider approving a Letter of Resignation from Municipal Court Judge, Leslie Dawson and appointing Sharon Blossman as replacement. On a motion by Mayor Pro-Tem Amthor and seconded by Alderman Whitten, Council unanimously approved the Letter of Resignation from Municipal Court Judge, Leslie Dawson and appointed Sharon Blossman as replacement. Judge Dawson addressed the Council and said that he really appreciated all of them, they were and a great group to work with, he has enjoyed working with Stan, Charlene, and Sabrina.



City of San Saba  
Municipal Court  
Decan Capital of the World



August 5, 2016

Mayor Jordan and San Saba City Council Members,

I would like to advise you of my intention to resign my position as Municipal Judge of the City of San Saba, effective August 31, 2016.

I would like to thank you for appointing me as City Judge, and giving me the opportunity to serve the City of San Saba in this position. It has been a pleasure to work with all of the city officials and the San Saba Police Department.

Respectfully,

Leslie Dawson

C/O Courthouse • San Saba, Texas 76877  
915/372-5746 Phone & Fax



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The third action item was to consider and take action concerning Ordinance No. 2016-04, an Ordinance of the City of San Saba to close for public use a portion of Storey Street, providing for vacation, abandonment, closure of the portion of the platted right-of-way; providing for the sale; and providing for authorization for the City Manager to take any and all action or effectuate this Ordinance. City Manager Weik explained that this portion of Storey Street had never been opened, but had been platted and the owner owns two (2) lots on each side of the unopened portion of the street and the other adjoining property owners have no interest in purchasing the property. On a motion by Mayor Pro-Tem Amthor and seconded by Alderman Whitten, Council unanimously approved Ordinance No. 2016-04.

**ORDINANCE NO. 2016-04**

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

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

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

**WHEREAS**, a street/right-of-way is located within the City is approximately 0.207 acres and bordered on the north side by Lots 7, 8 and 9, Sunset Heights Addition, and bordered on the south side by Lots 16, 17 and 18, Sunset Heights Addition, and abuts and terminates on the west at property owned by Mr. Behrens, and is fronted on the east by Riggs Street, is approximately two hundred twenty-five (225) feet in length by forty (40) feet in width as more particularly shown on Exhibit “A,” attached hereto and incorporated herein for all purposes (“Unopened Storey Street”); and

**WHEREAS**, the owners of the property abutting the unopened street on both sides, petitioned the City to close the Unopened Storey Street as shown on Exhibit “B,” attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the City Council desires to, subject to any public utilities that may lie within the street/right-of-way, close and sell such Unopened Storey Street and to the abutting landowner Michael J. Nelson, with other abutting landowners having no desire to purchase any portion of such street/right-of-way.

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

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

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

**Section 3. Offer to Purchase.** The City Council desires to sell the Unopened Storey Street, and hereby directs the City Manager to offer to sell the street/right-of-way to its abutting property owner, Michael J. Nelson, the other abutting landowners having no desire to purchase any portion of such street/right-of-way.

**Section 4. Purchase Price.** The purchase price of the Unopened Storey Street, based upon market value as determined by the San Saba County Appraisal District, is Two Thousand Twenty-Two Dollars (\$2,022.00) as set forth in the letter them dated July 21, 2016 and attached hereto as Exhibit "C," and incorporated herein for all purposes, and buyer will pay any and all other costs associated with the sale of property, have all proper exhibits, and to authorize the City manager to close upon payment.

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

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

**Section 7. Savings Clause.** All rights and remedies of the City of San Saba are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

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

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

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

**PASSED AND APPROVED this the 9th day of August, 2016.**

The last action item was to discuss and consider approving an Agreement between the City of San Saba and San Saba Pecan, LP for the Interconnection and Parallel Operation of Distributed Generation in the San Saba Electric System. City Manager Weik explained that this Agreement is a legal document between the City of San Saba and San Saba Pecan that requires San Saba Pecan to install a reverse meter, explaining that they will still be charged a monthly line charge, insuring that the City will maintain the lines and electricity is available 24/7 if their system goes down. Mr. Weik also said that this system is a potential operation of 600 kw and the first of a kind on the LCRA grid. He also explained that switches will be installed metering in and out and LCRA will make sure this system won't complicate our system. Mr. Weik said that our Attorney reviewed the Agreement and made minimal changes. On a motion by Mayor Pro-Tem Amthor and seconded by Alderman Peeler, Council unanimously approved the Agreement between the City of San Saba and San Saba Pecan, LP.

**AGREEMENT FOR THE INTERCONNECTION AND PARALLEL  
OPERATION OF DISTRIBUTED  
GENERATION IN THE  
SAN SABA ELECTRIC SYSTEM**

THIS AGREEMENT is entered into by and between the City of San Saba, Texas (City of San Saba) and San Saba Pecan, LP, Customer (Customer). The City of San Saba owns and operates a municipal electric utility engaged in the distribution of electricity serving the City of San Saba and portions of San Saba County, Texas; and Customer intends to construct, own, operate, maintain and connect to the City of San Saba electric distribution system, a Distributed Generation system (the DG System) at address: 2803 W. Wallace Street, San Saba, Texas; and the parties hereto wish to contract for the purchase and sale of the electrical output from the DG System, and the terms of its interconnection with the City of San Saba electric distribution system. THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby contract and agree with each other as follows:

Article I. This Agreement shall be effective as of the date of execution by the latter of the two parties (the Effective Date) and, subject to the other terms of this Agreement, shall continue in effect for a period of one year, and month to month thereafter.

Article II. The DG System will be installed at Customer's premises at the address specified above. The DG System shall not have a generation capacity greater than 600 kW. Customer shall install, operate and maintain the DG System in full and faithful compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and generally accepted industry codes and standards, including, but not limited to the National Electrical Safety Code and the National Electrical Code. Customer shall promptly notify City of San Saba upon receipt of any citation or other official notice of alleged violation of laws, ordinances, rules and regulations concerning the DG System.

**Article III. Customer warrants and represents that:**

Section 6.01 The information regarding the characteristics of the DG System are as specified in the Application for Interconnection and Parallel Operation of Distributed Generation with the City of San Saba Electric System filed by the Customer with City of San Saba;

Section 6.02 The DG System and associated other electrical components and devices meet National Building Code, National Electrical Code, and any City Ordinance standard;

Section 6.03 All permits, inspections, approvals, and/or licenses necessary for the installation or operation of the DG System have been obtained; and

Section 6.04. The DG System has been successfully tested to UL 1741, IEEE 1547 or IEEE 929 standards, or has been satisfactorily tested by an independent laboratory with published results and the inverter meets all standards.

Customer shall provide manufacturer's data or other written proof acceptable to City of San Saba to verify the accuracy of the foregoing warranties and representations. If any of foregoing warranties and representations are inaccurate, the City of San Saba may, without waiver of or prejudice to any other remedy, immediately disconnect the DG system from the City of San Saba electric system and terminate this agreement.

Article IV. City of San Saba will purchase from Customer, and Customer will sell exclusively to City of San Saba the electrical output from the DG system that is "received" by the City of San Saba Distribution System. During the term of this Agreement, Customer shall exclusively purchase from City of San Saba its requirements of electric energy above the amounts generated by the DG system.

Article V. The amount of kilowatts produced by the distributed generation system in excess of use will be credited to the owner's account, on a monthly basis equal to the energy rate charged to the City, by the LCRA. The owner will pay a monthly energy Line Charge of \$6,265.00 or actual charge which ever is greater.

Article VI. Customer shall pay for the installation of the data recorder (meter) that is capable of measuring the "KWh Delivered" (energy delivered to the Customer) and the "KWh Received" (energy received by the City of San Saba Distribution System) in intervals established by the City of San Saba, using a single meter or two-meter configuration.

Article VII. Customer shall be solely responsible for the design, installation, operation, maintenance, and repair of the DG System and Customer's interconnection facilities. The interconnection of the DG System to the City of San Saba electrical system shall comply with the Public Utility Commission of Texas Substantive Rules §2S.212 relating to Technical Requirements for Interconnection and Parallel Operation of On-site Distributed Generation, (16 Texas administrative Code §2S.212) or any successor rule addressing distributed generation. City of San Saba shall inspect the DG System and the interconnection equipment. All costs to interconnect with the City of San Saba electric system including all studies and engineering required by the City shall be the responsibility of Customer. City of San Saba shall not be required to take or pay for any energy generated by the DG System until the DG System successfully passes City of San Saba Field Inspection and Customer shall have reimbursed City of San Saba for all its interconnection costs. Maintenance of the DG System shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule.

Article VIII. City of San Saba shall not be obligated to accept, and shall have the right to require Customer to temporarily curtail, Interrupt, or reduce, deliveries of energy in order to construct, install, maintain, repair, replace, remove, investigate, inspect, or test any part of the interconnection facilities, equipment, or any part of the City of San Saba electric system. City of San Saba may disconnect, without notice, the DG System from the electric distribution system, if, in City of San Saba' opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or City of San Saba facilities or other customers' facilities from damage or interference caused by Customer's DG System or lack of properly operating protective devices.

Article IX. Customer hereby grants City of San Saba access on and across its property at any reasonable time to inspect the DG System and the interconnection equipment, to read or test meters and metering equipment, and to operate, maintain and repair City of San Saba's facilities. No inspection by City of San Saba of the DG System or the interconnection facilities shall impose on City of San Saba any liability or responsibility for the operation, safety or maintenance of the DG system or Customer's interconnection facilities.

**Article X. CUSTOMER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS CITY OF SAN SABA, ITS ELECTED AND NON-ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS FOR DAMAGES (INCLUDING COSTS AND ATTORNEY'S FEES, BOTH AT TRIAL AND ON APPEAL) ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH THE BREACH OF ANY WARRANTY OR REPRESENTATION MADE BY CUSTOMER IN THIS AGREEMENT, OR IN ANY MANNER CONNECTED WITH THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OR REPAIR OF ANY PART OF CUSTOMER'S DG SYSTEM OR INTERCONNECTION FACILITIES, INCLUDING, WITHOUT LIMITATION LIABILITIES, LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS FOR DAMAGES FOR OR ON ACCOUNT OF PERSONNEL INJURY TO, OR DEATH OF, ANY PERSON, OR DAMAGE TO, OR DESTRUCTION OR LOSS OF, PROPERTY BELONGING TO CUSTOMER, CITY OF SAN SABA OR ANY THIRD PERSON.**

Article XI. The Customer shall maintain liability insurance including contractual liability insurance covering the Indemnity agreement set forth herein, with City of San Saba as a named insured, which insures City of San Saba against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the Customer's DG System. The amount of such insurance coverage shall be at least \$500,000 per occurrence, \$1,000,000 general aggregate. Within 10 days of the date of this Agreement, Customer shall furnish a certificate from Customer's Insurance carrier showing that it has complied with the provisions of this section and providing that the insurance policy will not be changed or canceled during its term without written 30 day notice to City of San Saba. This insurance requirement will not apply to systems of 20 kW or less that are UL 1741 listed and meet the requirements of IEEE 1547 and are installed in accordance with the National Electric Code.

Article XII. Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

If to Company;  
The City of San Saba  
303 S. Clear  
San Saba, TX 76877

If to Customer:  
San Saba Pecan, LP  
2803 W. Wallace Street  
San Saba, Texas 76877

The above-listed names, titles, and addresses of either party may be changed by written notification to the other.



Article XIII. A material failure of either party to fully, faithfully and timely perform its obligations under this Agreement shall be a breach of this Agreement. In the event of a breach which is not cured within thirty (30) days after receipt of written notice to the party in default, the party not in default may terminate this Agreement. If Customer is in breach of this Agreement, and such breach continues for thirty (30) days after written notice from City of San Saba, City of San Saba may disconnect the OG System or otherwise suspend taking energy from Customer. All rights granted under this section are in addition to all other rights or remedies available at law or under this Agreement or the applicable City of San Saba Utilities Rules and Regulations.

Article XIV. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, or assigns of each of the parties hereto. Customer may not assign this Agreement without the prior written consent of City of San Saba. Any assignment without such consent shall be null and void. No Third Party Beneficiaries.

Article XV. This Agreement constitutes the entire agreement and understanding between the parties hereto and can be amended only by agreement between the parties in writing. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the parties shall be deemed to be reduced only as much as may be required to remove the impediment.

Article XVI. The failure of either party to insist in anyone or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such right or any other right hereunder.

Article XVII. This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Texas. Venue for all such disputes shall be proper and lie exclusively in San Saba County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused their names to appear below, signed by authorized representatives.

City of San Saba

Customer

### **CITY MANAGER'S REPORT**

City Manager Weik reported on the following activities in the City of San Saba: Al Hamrick, Code Enforcement Officer has retired and the City has hired Bruce Stewart and he seems to be doing a great job; Golf Course is great to play on; Water and Sewer lines in the Hopeview Addition almost one hundred percent complete; Will be starting the slab for the restrooms in the old gas station in about two weeks, will have one handicapped restroom, one male, and one female, trying to keep the look nostalgic; the City will be applying for a Downtown Revitalization Grant and staff will be required to do surveys throughout the City.

### **OTHER REPORTS**

Scott Glaze, Public Works Director reported that hopefully all of the Vehicle breakdowns are fixed; should have the roads to the new Nursing Home complete soon; Denver Daniel, Electric Department

**CITY COUNCIL MINUTES**

**AUGUST 9, 2016**

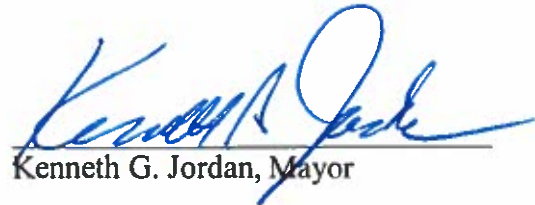
Supervisor reported they are working with LCRA on the Distributed Generation System; Changed the settings on the system. Tony Guidroz, EDC Director reported that Shady Shores Nursing Home for passed the Life Safety Inspection and now have the first three residents; Three upcoming EDC projects, Fiesta Patrias, Pecan Jam, and the Street Dance in September.

As there was no further discussion, the meeting adjourned at 6:34 p.m. to the Budget Workshop.

Council members took a brief recess before beginning the Budget Workshop. The Budget Workshop for the 2016-2017 fiscal year was discussed. This was the final Budget Workshop meeting and Debt Service (Revenue and Expenses), the Revenue portion of all department budgets, with the exception of the Recreation Center and Golf were discussed. No final decisions were made regarding budgets at this meeting.

The meeting adjourned at 7:16 p.m.

**ATTEST:**

  
Kenneth G. Jordan, Mayor

  
Sabrina Maultsby, City Secretary