

**MINUTES
MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN SABA
January 10, 2017**

Members in attendance were: Ken Jordan – Mayor
Mark Amthor – Mayor Pro-Tem
Oleta Behrens – Alderman
Charles Peeler – Alderman
Robert Whitten - Alderman
Shawn Oliver – Alderman

Others present were: Sabrina Maultsby – City Secretary
Charlene Lindsay – Finance Director
Scott Glaze – City Public Works Director
Tony Guidroz – EDC Director
Denver Daniel – City Employee
Robert Carroll – City Employee
Donna Webb – San Saba News & Star
Javier Baez - Citizen

At 6:00 p.m. Mayor Jordan called the meeting to order, announced a quorum present, and Mayor Pro-Tem Amthor led the Invocation and Pledges.

PUBLIC COMMENTS: None

PRESENTATIONS:

Robert Carroll, city employee working in the Sanitation Department, was selected as the Employee of the Month for January. Scott Glaze and Mayor Pro-Tem Amthor presented Robert with a plaque with his name on it and a gift certificate to a local restaurant.

CONSENT AGENDA:

On a motion by Alderman Oliver, seconded by Alderman Peeler, Council unanimously approved the following: minutes from the December 13, 2016 council meeting; payment of bills; approved Resolution No. 2017-01 designating the San Saba News and Star as the official town newspaper; acceptance of 2016 Racial Profiling Report; and approved the Lease Agreement between the City of San Saba and central Texas Council of Governments/Housing Division.

RESOLUTION NO. 2017-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SAN SABA, TEXAS, DESIGNATING THE SAN SABA
NEWS AND STAR AS THE OFFICIAL CITY NEWSPAPER**

WHEREAS, Local Government Code § 52.004 requires that a municipality shall contract with and name an official newspaper; and,

WHEREAS, The San Saba News and Star meets the statutory requirements of eligibility for designation as an official newspaper.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS THAT THE SAN SABA NEWS AND STAR IS DESIGNATED THE OFFICIAL NEWSPAPER OF THE CITY OF SAN SABA, TEXAS.

Passed, approved and resolved this the 10th day of January, 2017.

Racial Profiling Report - Partial Exemption

SAN SABA POLICE

01/01/2016 - 12/31/2016

Number of motor vehicle stops:
(Only 1 category per vehicle stop)

- 1) 107 Citation Only
- 2) 1 Arrest Only
- 3) 6 Both
- 4) 113 Total

Race or Ethnicity:

- 5) 2 African
- 6) 2 Asian
- 7) 71 Caucasian
- 8) 35 Hispanic
- 9) 0 Middle Eastern
- 10) 0 Native American
- 11) 110 Total

Race or Ethnicity known prior to stop?

- 12) 5 Yes
- 13) 108 No
- 14) 113 Total

Search conducted?

- 15) 8 Yes
- 16) 105 No
- 17) 113 Total

Was search consented?

- 18) 3 Yes
- 19) 5 No
- 20) 8 Total
(Must equal #15)

Verification Information

Traffic Stops without Racial Profile Information (i.e. Perceived Race Code): 0

Traffic Stops without Person Information: 0

Traffic Stops without "Additional Data" under Racial Profile Information section (i.e Search Conducted, etc.): 0

Traffic Stops with "Additional Data" and Person Information: 113

LEASE AGREEMENT
BETWEEN
CITY OF SAN SABA
and
CENTRAL TEXAS COUNCIL OF GOVERNMENTS
HOUSING DIVISION

This Lease is made and entered into by and between **CITY OF SAN SABA**, with its' principal place of business located in San Saba County, Texas, referred to in this lease as **Lessor**, and **CENTRAL TEXAS COUNCIL OF GOVERNMENTS** located in Bell County, Texas, referred to in this lease as **Lessee**.

In consideration of the mutual covenants and agreements set forth in this lease, and other goods and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, property situated on 303 SOUTH CLEAR STREET, in San Saba, San Saba County, Texas. This property is referred to in this lease as "the premises" or "the leased premises."

ARTICLE 1. TERM

1.01. Lessee will be deemed to be occupying the leased premises on the basis of a month to month tenancy, which shall commence January 1st, 2017, and will continue in accordance, during the period of the of the San Saba County Court House restoration.

ARTICLE 2. RENT

2.01. Lessee agrees to pay Lessor \$0.00 per month, for the leased premises, the second Wednesday of the month from 1:30 p.m. to 2:00 p.m.

ARTICLE 3. USE

3.01. Lessee shall use the premises for the operation of the Central Texas Council of Governments, Housing Division. Should a conflict arise in regard to the property leased by Central Texas Council, 303 S. Clear Street, City of San Saba Council Chambers, San Saba, Texas due to a Special Called Meeting or Election Dates, an alternate meeting place will be arranged for Lessor by Lessee.

ARTICLE 4. UTILITIES, GARBAGE REMOVAL, AND JANITORIAL SERVICE

Utility Charges

4.01. Lessee shall pay \$0.00 utility charges for water, electricity, gas, and sewer used in and about the leased premises during the term of the lease.

Garbage Removal

4.02. Lessee shall remove garbage from the leased premises, after each monthly visit during the term of the lease.

Janitorial Service

4.03. Lessee shall pay \$0.00 for janitorial services.

ARTICLE 5. SIGNS

5.01. Lessee shall have the right to display signs on the premises, subject to applicable laws, ordinances, and regulations. Lessee must remove all signs at the termination of each monthly visit and repair any damage resulting from the display or removal of the signs to Lessee.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01. Lessor shall, at its' own expense, during the term of this lease, keep all buildings and improvements on the leased premises insured against loss or damage by fire or theft, with extended coverage.

Liability Insurance

6.02. Lessor, at its' own expense, shall provide, maintain, and enforce during the term of this lease, liability insurance for any liability for property damage or personal injury arising as a result of Lessor's ownership of the leased premises.

Hold-Harmless Clause

6.03. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business on the leased premises.

ARTICLE 7. LEASE TERMINATION

7.01. If Lessee defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, Lessor may terminate this lease on giving at least 30 days notice to Lessee of such intention. In the event Lessor elects this option, the lease will be terminated on the date designated in Lessor's notice, unless Lessee has cured the default prior to expiration of the 30-day period. In the event Lessor's wishes to terminate the lease, a minimum of 180 days notice will be given to Lessee of such intention. Lessee shall give Lessor 30 days written notice prior to vacating the premises.

DISCUSSION/ACTION ITEMS:

The first action item was to discuss and consider approval of a Public Utility Easement (Electric) to the City of San Saba from the following Grantors:

- a) Lonnie Carl Owen; and
- b) John Tyler Owen

for the purpose of installing electric lines for the availability of utility services to City of San Saba customers as depicted and/or described in Exhibit "A".

Scott Glaze explained to the Council that Lonnie and Trish Owen had approached the City in regard to providing electricity to undeveloped property located off Hwy 190 East. He also explained that they have plans to build a cabin or house on the property and turned it over to Denver for further details. Denver Daniel, Electric Department Supervisor explained that the property was part of the Pecan Orchard that was on the Owen Place East of town off Hwy. 190. He also said that the City's electric line runs through the property owned by John Tyler Owen and that is the line the City will connect to and run one thousand feet of overhead line through his property and one thousand feet of underground line on Lonnie Owen's property. Alderman Whitten made the motion to approve a Public Utility Easement (Electric) to the City of San Saba from the following Grantors, Lonnie Carl Owen and John Tyler Owen for the purpose of installing electric lines for the availability of utility

services to the City of San Saba customers as depicted and/or described in Exhibit "A" which was seconded by Alderman Behrens.

**CITY OF SAN SABA
PUBLIC UTILITY EASEMENT
(ELECTRIC)**

STATE OF TEXAS)
)
COUNTY OF SAN SABA)

KNOW ALL BY THESE PRESENTS:

THAT Lonnie C. Owen, whose address is 665 CR 120, 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 exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed electric lines and poles, together with the guy wires that may be necessary for such poles and lines, for the transmission and distribution of electrical services in, upon, over, under and across the following described land:

A 20' wide Electrical Easement together with guying easements as may be necessary along such route, to where it connects into the current electric poles and/or lines lying within any easement and which easement area is 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 above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, and GRANTEE's successors and assigns forever; and GRANTORS do hereby bind themselves, their heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto GRANTEE, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

**CITY OF SAN SABA
PUBLIC UTILITY EASEMENT
(ELECTRIC)**

STATE OF TEXAS)
)
COUNTY OF SAN SABA)

KNOW ALL BY THESE PRESENTS:

THAT John T. Owen, whose address is 891 CR 433E, 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 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 exclusive, perpetual easement for the

purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed electric lines and poles, together with the guy wires that may be necessary for such poles and lines, for the transmission and distribution of electrical services in, upon, over, under and across the following described land:

A 20' wide Electrical Easement together with guying easements as may be necessary along such route, to where it connects into the current electric poles and/or lines lying within any easement and which easement area is 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 above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, and GRANTEE's successors and assigns forever; and GRANTORS do hereby bind themselves, their heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto GRANTEE, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

The second action item was to discuss and consider Approval of Resolution No. 2017-02, a Resolution Authorizing the submission of a 2017-2018 Texas Community Development Block Grant Program Application to the Texas Department of Agriculture. Scott Glaze explained to the Council that this application will be for the infrastructure of installing additional water lines. Mayor Pro-Tem Amthor made a motion to approve Resolution No. 2017-02, a Resolution Authorizing the submission of a 2017-2018 Texas Community Development Block Grant Program Application to the Texas Department of Agriculture, and was seconded by Alderman Oliver.

RESOLUTION NO. 2017-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR COMMUNITY DEVELOPMENT FUNDS; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of the City of San Saba desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of San Saba to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for Community Development Funds is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$275,000.00 of grant funds to provide construction and engineering costs for the water improvements project.
4. That the City Council directs and designates the Mayor as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program.
5. That all funds be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City is committing \$41,250.00 as a local match contribution from local sources as cash, in-kind service, materials, supplies or land to be matched with Texas Community Development Block Grant Funds to be used towards the engineering and administrative activities of this water improvements project.

Passed and approved this 10th day of January, 2017.

CITY MANAGER'S REPORT

Scott Glaze, Public Works Director sat in for City Manager Weik and gave a brief report on the following activities in the City of San Saba: City Manager Weik's Father passed away and he is with his family; Contractors implementing the water line construction had to abort the final switch over today due to several businesses in need of the water during the time planned however will attempt again tomorrow at midnight; Mayor Jordan asked Mr. Glaze how the last switch over went and Mr. Glaze responded by explaining that 8:00 p.m. did not work, still a lot going on and even though they had delivered the door hangers, it was not a good time; Two garbage trucks down today, replaced a cylinder in one and was able to at least get one going; Had a fire in the Trash Trailer, was called by Jesse Gonzales and had to unload the trailer to put the fire out; Found that the fire had been started by a bag of trash that contained ashes from a fire place; Mayor Pro-Tem Amthor asked Mr. Glaze if there had been many water leaks since the cold weather and Mr. Glaze responded by explaining that most of the water leaks are during the rainy spells traditionally.

OTHER REPORTS

Denver Daniel, Electric Department Supervisor reported that the Tree Trimming Contractors have come and gone; the Three Phase OCR Meter has been installed which is part of the DG System at the Pecan Sheller; All the new employees are in San Angelo taking their CDL's; The City is implementing a new Pager System that the Fire Department uses and the City will have their own frequency and will route to the Cell phones; Have had a lot of problems recently with the pagers and long term this will be a lot more cost effective; The phone Company will have to install a DSL Line.

Robert Carroll, Sanitation Department employee said things were going well in their department and his truck is running great. Tony Guidroz, Economic Development Director, reported that Tractor Supply opens on Saturday; working with Hamilton Valley and Texas Housing Foundation for an application for the Cottages at San Saba; Sales Tax up 42%; San Saba is feature on page 59 of Texas Highways Magazine; Social Media doing well; Historical Society and Museum will be hosting a fund raiser on Saturday, March 4th from 6:00 p.m. to 8:00 p.m. called a "Night at the Museum" featuring local celebrities dressed and acting out parts of San Saba County. Our very own Bob Whitten will be one of the celebrities, there will be Stew, beans, Peach Cobbler, and Corn Bread; Found Media doing a great job putting the marketing campaign together; Another ad will be coming out in Texas Highways Magazine, but the ad has to be in by February 3rd; San Saba County Annual Stock Show is this weekend; Sip N Stroll was a great success. Mayor Jordan commented that all of the events went really well for the Holidays.

As there was no further business, the meeting adjourned at 6:25 p.m.

ATTEST:


Sabrina Maulsby, City Secretary


Kenneth G. Jordan, Mayor