

**MINUTES
MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN SABA
September 10, 2019**

Members in attendance were: Ken Jordan – Mayor
Shawn Oliver - Alderman
Oleta Behrens - Alderman
Marcus Amthor – Alderman
Michael Nelson - Alderman
Stan Weik – City Manager

Mayor Pro-Tem Robert Whitten was absent

Others present were: Sabrina Maultsby – City Secretary
Charlene Lindsay – Finance Director
Bridgett Macedo – Utility Billing Supervisor
Scott Glaze – Public Works Supervisor
Donna Webb – San Saba News and Star
Javier Baez – Citizen

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

PUBLIC HEARING:

A public hearing was opened to consider adopting a proposed budget for FY 2019-2020 and tax rate for 2019 tax year. The proposed tax rate was increased to last year's effective tax rate, \$.344000 per \$100 evaluation. Property taxes collected in 2019 will be \$6,203. more than what was collected in 2018 due to an increase in the total tax roll. No citizens were present to express their views on either the budget or tax rate. Mayor Jordan explained that the City's tax rate did not increase, and the City has not had a tax rate increase in the last five years. However, the actual Tax Revenue did increase due to more people building new homes, etc.

The public hearing was closed at 6:02 p.m.

PUBLIC COMMENTS: None

PRESENTATIONS:

Charlene Lindsay, Treasurer for the City of San Saba was selected as Supervisor of the third Quarter. Stan Weik, City Manager and Alderman Oliver presented Charlene with a plaque with her name on it and a gift certificate to a local restaurant.

Bridgett Macedo, Utility Billing Supervisor was selected as the Employee of the Month for September. Charlene Lindsay, Treasurer and Alderman Oliver presented Bridgett with a plaque with her name on it and a gift certificate to a local restaurant.

CONSENT AGENDA:

On a motion by Alderman Oliver, seconded by Alderman Behrens, Council unanimously approved the following: minutes from the August 13, 2019 council meeting; payment of bills; Approved Resolution No. 2019-42 waiving noise ordinance for September 14, 2019 at Risien Park Pavilion; Approved Ordinance No. 2019-06 approving a request by St. Mary's Catholic Church to temporarily close a portion of North Sixth Street on October 11, 2019 at 12:00 p.m. to 10:00 p.m. on October 12, 2019; Approved the Dispatcher Services Interlocal Agreement between the County of San Saba, Texas and the City of San Saba, Texas; Approved an Interlocal Agreement between City and County for the Emergency Management Coordinator Position; Approved updated Contract with appointed Municipal Judge Sharon Blossman.

RESOLUTION 2019-42

**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, Terri Coronado, P.O. Box 753, San Saba, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Risien Park Pavilion on September 14, 2019 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 September 14, 2019 at Risien Park Pavilion.

Passed and approved this 10th day of September, 2019.

ORDINANCE NO. 2019-06

AN ORDINANCE APPROVING A REQUEST SUBMITTED BY ST. MARY'S CATHOLIC CHURCH TO TEMPORARILY CLOSE A PORTION OF NORTH SIXTH STREET FOR THE FALL FESTIVAL FROM 12:00 P.M. ON OCTOBER 11, 2019, TO 10:00 P.M. ON OCTOBER 12, 2019.

WHEREAS, St. Mary’s Catholic Church is requesting to temporarily close a portion of North Sixth Street which is located on the West Side of the Church;

WHEREAS, North Sixth Street would only be closed from Wallace Street to the property located at 107 North 6th Street;

WHEREAS, the citizen living at 107 North 6th Street has no opposition to the closing of Sixth Street to their property;

WHEREAS, this portion of North Sixth Street would only be closed from 12:00 p.m. on October 11, 2019 to 10:00 p.m. on October 12, 2019;

WHEREAS, the closing of the 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;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS that this portion of North Sixth Street from Wallace Street to 107 North 6th Street be temporarily closed from 12:00 p.m. on October 11, 2019, to 10:00 p.m. on October 12, 2019.

PASSED AND APPROVED this the 10th day of September, 2019.

**DISPATCHER SERVICES
INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and between the **COUNTY OF SAN SABA**, a Texas political subdivision, hereinafter referred to as “**COUNTY**”, and the **CITY OF SAN SABA**, a Texas municipal corporation, hereinafter referred to as “**CITY**”.

WHEREAS, City and County desire to enter an interlocal agreement for Dispatcher services within City pursuant to Chapter 791, Tex. Gov’t Code; and

WHEREAS, City desires to obtain advanced Dispatcher services from County and County is willing and ready to furnish such service upon the terms and conditions hereinafter more particularly set forth;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

- 1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is to set forth the terms under which County will provide Dispatcher services within the incorporated limits of City and to provide consideration for such services.

2. **TERM.** The initial term of this Agreement is annually effective October 1, 2018, and ending September 30, 2019 (the "Initial Term"). From and after the Initial Term, this Agreement shall renew automatically for an annual term, under the terms and for the consideration as indicated in this Agreement, unless the Agreement is terminated as provided herein.

3. **SERVICES.** During the term of this Agreement, County Dispatch services shall respond to calls for emergency and non-emergency services and shall generally provide Dispatcher services within the corporate limits of City, subject to the availability of personnel and equipment. County shall provide the number of Dispatchers as it deems appropriate seven days per week, twenty-four hours per day at the sole discretion of the County. County shall perform all actions in a reasonable manner and according to the minimum acceptable level of Dispatchers to be provided.

4. **POLICY MAKING AUTHORITY.** County shall be solely responsible for setting policy for, managing and supervising the provision of services provided under this Agreement. County shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, and City shall have no control of or supervision over the employees of County.

5. **COMPLIANCE WITH LAWS.** County, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of services.

6. **CONSIDERATION.** City agrees to pay to County the sum of Six Thousand, Eight Hundred, Ninety-Five Dollars and 91/100 (\$6,895.91) monthly effective October 1, 2018. Monthly payments commencing on the 1st of each fiscal year that this Agreement is in effect as consideration for the provision of Dispatcher services under this Agreement. The County shall pay all utilities, including cable and internet services, for said Building where the Dispatchers are located.

7. **HOLD HARMLESS AND INDEMNIFICATION**

A. As permitted by, and intended to be consistent with, sections 791.006(a) and 791.006(b) of the Act, the Parties to this Agreement agree that any civil liability arising from or related to the services provided under this Agreement shall be solely the responsibility of, and shall lie exclusively with, the Party that actually incurred the liability. Further, nothing in this Agreement is intended to or shall have the effect of adding to or changing the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101, or other applicable law.

B. To the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party, including its officers, employees, agents and representatives, from and against any and all third party claims of any kind arising from or related to each

Party’s own conduct performed in accordance with this agreement, including, without limitation, costs of court, awards of damages, fines or penalties, reasonable attorneys’ fees and other costs of defense or of settlement, attempted settlement or alternative dispute resolution.

C. Each party to this agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to this Agreement.

8. **TERMINATION.** Either party to this Agreement shall have the right, in such party's sole discretion and at such party's sole option, to terminate this Agreement by notifying the other party in writing thirty (30) days prior to termination.

9. **NOTICE AND CONTRACT ADMINISTRATION.** Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

COUNTY OF SAN SABA
Attn: Judge Byron Theodosis
San Saba County Courthouse
San Saba, Texas 76877

CITY OF SAN SABA
Attn: Mayor Ken Jordan
303 South Clear Street
San Saba, TX 76877

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

10. **ENTIRE AGREEMENT.** This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

11. **CURRENT REVENUES.** Each party shall satisfy the party’s respective financial obligations under this Agreement from current revenue funds.

12. **APPROPRIATIONS.** Notwithstanding any provision contained herein, the financial obligations of County contained herein are subject to and contingent upon appropriations by the San Saba County Commissioners Court of such funds or other revenues being available, received, and appropriated by County in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of County. Notwithstanding any provision contained herein, the financial obligations of City contained herein are subject to and contingent upon appropriations by the San Saba City Council of such funds or other revenues being available, received, and appropriated by City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of City.

- 13. GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party nor to create any legal rights or claim on behalf of any third party. No party hereto waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
- 14. THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed create any legal rights or claims, contractual or otherwise, on behalf of any third party.
- 15. NO JOINT VENTURE, AGENCY, JOINT ENTERPRISE.** This Agreement shall not be construed to establish a partnership, joint venture, agency, (except as expressly stated herein) or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.
- 16. QUALITY OF SERVICE.** Except as specifically provided herein for and with respect to any contracted service, nothing in this Agreement is intended to nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. To the extent not inconsistent with the specific terms hereof, and subject to the rights of each party, the level and quality of services to be provided by each party pursuant to this Agreement shall be established by the budgets adopted by County and City.
- 17. AMENDMENTS AND MODIFICATIONS.** This Agreement may not be amended or modified except by written amendment executed by County and City and authorized by their respective governing bodies.
- 18. ASSIGNMENT.** No party shall assign this Agreement without the written consent of the other party.
- 19. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

20. **TEXAS LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in San Saba County, Texas. Venue shall lie exclusively in San Saba County, Texas.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized.

**EMERGENCY MANAGEMENT COORDINATOR
INTERLOCAL AGREEMENT**

WHEREAS, San Saba County, Texas (hereinafter COUNTY), represented by its Commissioners Court (represented by San Saba County Judge Byron Theodosis), and the City of San Saba, Texas (hereinafter CITY), represented by its Mayor and City Council, desire to facilitate an efficient and cost-effective operation of government.

WHEREAS, THE OFFICE OF Emergency Management requires that an Emergency Management Coordinator serve as the staff advisor to our County Judge, Mayor, and City Manager on emergency management matters and keep the County Judge and City Manager apprised of our preparedness status and emergency management needs.

WHEREAS, the COUNTY and CITY feel that the joint operation of the office of Emergency Management, with duties and salary be split between the COUNTY and CITY:

NOW, THEREFORE, this agreement is made and entered into this the 10th day of September, 2019, between COUNTY and CITY, for the purpose of maintaining the position of Emergency Management Coordinator, and that the COUNTY offices will be used for said position, for a term beginning October 1, 2019, and extending until September 30, 2020.

For and in consideration of the sum of Three Thousand Seven Hundred Forty-four dollars and 00/100 (\$3,744.00) per annum or Three Hundred twelve dollars and 00/100 (\$312.00) monthly, payable to COUNTY for the salary of the CITY's portion of the Emergency Management Coordinator and to be shown as a dedicated budget line item, and mutual covenants hereinafter promised or agreed to be undertaken, the COUNTY, on behalf of both entities, shall maintain the position of Emergency Management Coordinator who shall administer all office duties and be housed in the San Saba County Courthouse or with other County Offices during the Courthouse restoration in San Saba, Texas, while performing said duties.

Executed this the 10th day of September, 2019.

THE STATE OF TEXAS §
 §
COUNTY OF SAN SABA §

WHEREAS, the City of San Saba, Texas (hereinafter CITY), represented by its Mayor and City Council, and San Saba County, Texas (hereinafter COUNTY), represented by its Commissioners Court, desire to facilitate an efficient and cost-effective operation of government.

WHEREAS, the office of Justice of the Peace, in addition to various civil jurisdictional duties, requires that a magistrate be trained in the proper administration of criminal justice relating to enforcement of traffic offenses, Class C misdemeanors, and county ordinances;

WHEREAS, the office of Municipal Judge also requires that a magistrate be trained in the proper administration of criminal justice relating to enforcement of traffic offenses, Class C misdemeanors and municipal ordinances;

WHEREAS, due to a relatively low volume of cases, the CITY and COUNTY feel that the joint operation of the office of Justice of the Peace and that of Municipal Judge is a responsible and cost-effective plan which has worked adequately for the past several years; and

WHEREAS, SHARON BLOSSMAN, JUSTICE OF THE PEACE, SAN SABA COUNTY, TEXAS, agrees to continue to perform the duties of Municipal Judge for CITY:

NOW, THEREFORE, this agreement is made and entered into this 10th day of September, 2019 between CITY, COUNTY, and SHARON BLOSSMAN, for the purpose of filling the position of Municipal Judge of the City of San Saba, Texas, the parties agree that said position may be filled by SHARON BLOSSMAN and that the COUNTY offices and employees of the Justice of the Peace may be jointly employed for purposes of municipal business, for a term beginning October 1, 2019 and extending until September 30, 2020.

For and in consideration of the sum of Twenty-six Thousand, Seven Hundred, Sixty Dollars and no/100 (\$26,760.00) per annum, payable to COUNTY for the salary of SHARON BLOSSMAN, JUSTICE OF THE PEACE, and to be shown as a dedicated budget line item and the mutual covenants hereinafter promised or agreed to be undertaken, SHARON BLOSSMAN, CITY and COUNTY agree that SHARON BLOSSMAN shall assume the duties of Municipal Judge of San Saba, Texas; administer the filing, hearing, collection, and reporting of cases relating thereto; provide an accounting of receipts and disbursements relating to the operation of said office; and be housed in the San Saba County Courthouse in San Saba, Texas, while performing said duties.

Executed this the 10th day of September, 2019.

DISCUSSION/ACTION ITEMS:

The first item for discussion/action was to approve Resolution No. 2019-43 approving the proposed budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020. Alderman Oleta Behrens made the motion to approve Resolution No. 2019-43 approving the proposed budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 be passed. Alderman Shawn Oliver seconded the motion.

A record vote was taken: Alderman Marcus Amthor – Aye
Alderman Shawn Oliver – Aye
Alderman Michael Nelson – Aye
Alderman Oleta Behrens-Aye

with council members unanimously approving Resolution No. 2019-43 to approve the proposed budget for FY 2019-2020.

RESOLUTION 2019-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS, APPROVING THE PROPOSED BUDGET FOR THE 2019-2020 FISCAL YEAR.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020, has been duly created by the budget officer of the City of San Saba, Texas, in accordance with Chapter 102 of the Texas Local Government Code; and

WHEREAS, the budget officer for the City has filed the proposed budget in the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102 of the Local Government Code; and

WHEREAS, a public hearing was held by the City in accordance with Chapter 102 of the Local Government Code, following due publication of notice thereof, at which time all citizens and parties in interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the City Council that the 2018-2019 fiscal year budget as hereinafter set forth should be approved and adopted. Now, Therefore

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of San Saba, Texas for the fiscal year beginning October 1, 2019, and ending September 30, 2020, as submitted to the City Council, attached hereto as Exhibit “A”, be and the same is hereby adopted and approved as the budget of the City of San Saba, Texas for the fiscal year beginning October 1, 2019, and ending September 30, 2020.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2019, and ending September 30, 2020, shall be made in accordance with the budget by departmental allocation approved by this resolution unless otherwise authorized by a duly enacted resolution of the City of San Saba, Texas.

SECTION 3. Upon approval of the budget, the budget officer shall file a true and certified copy thereof with the County Clerk of San Saba County, Texas.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 5. That this Resolution shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of San Saba, Texas on the 10th day of September, 2019.

The second discussion/action item was to approve Resolution 2019-44 ratifying the increase in property tax revenues reflected in the budget. Adoption of a budget that requires raising more revenue from property taxes than in the previous year also requires a separate vote of the governing body of a city to ratify the property tax increase reflected in the budget. Alderman Shawn Oliver made a motion to approve Resolution No. 2019-44 ratifying the increase in property tax revenues reflected in the budget. Alderman Michael Nelson seconded the motion and was unanimously approved.

RESOLUTION NO. 2019-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA RATIFYING INCREASE IN BUDGET FOR THE FISCAL YEAR 2019-2020

WHEREAS, Section 26 of the Texas Property Tax Code provides that a separate vote must be taken on the portion of the budget that proposes to raise more in property taxes than last year; and

WHEREAS, the proposed tax rate will increase to last year's effective tax rate, \$.344000 per \$100 evaluation. Property taxes collected for 2019 will be \$6,203.00 more than what was collected in 2018 due to an increase in the total tax roll.

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

1. That the increase in property taxes is ratified as reflected in the budget.

PASSED, APPROVED AND ADOPTED this the 10th day of September 2019.

The third discussion/action item was to approve Ordinance No. 2019-07 levying a tax rate of \$.344000 for the City of San Saba for 2019. This rate will raise more taxes for maintenance and operations than this rate raised last year. The property tax will increase to last year’s effective tax rate, \$.344000 which is effectively .01% increase in the tax rate based on the increase in property values. Alderman Michael Nelson made the motion to approve Ordinance No. 2019-07 to adopt the tax rate be adopted as presented. The property tax will increase to last year’s effective tax rate of \$.344000 which is effectively .01% increase in the tax rate based on property values. Alderman Oleta Behrens seconded the motion.

A record vote was taken: Alderman Marcus Amthor – Aye
Alderman Shawn Oliver – Aye
Alderman Michael Nelson – Aye
Alderman Oleta Behrens – Aye

with Council members unanimously approving Ordinance No. 2019-07 adopting the tax rate for 2019.

**ORDINANCE NO. 2019-07
AN ORDINANCE LEVYING A TAX RATE
FOR THE CITY OF SAN SABA
FOR THE TAX YEAR 2019**

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that by September 30, or the 60th day after the date the certified appraisal roll is received by the City, whichever is later, the governing body of each taxing unit shall adopt a tax rate for the current tax year; and

WHEREAS, the proposed tax rate for the current tax year of the City of San Saba, Texas consists of two such components (\$0.075709 needed for the purpose of maintenance/operations and (\$0.268291) needed for the purpose of debt service.

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

Section 1. We, the Council of the City of San Saba, do hereby levy or adopt the tax rate of \$.344000 on \$100 valuation for the City for tax year 2019 as follows:

Section 2. \$ 0.075709 is for the purpose of maintenance/operation, and
\$ 0.268291 is for the purpose of debt service

Section 3. The tax assessor-collector is hereby authorized to assess and collect the taxes of the City of San Saba effective the 1st day of October 2019,

Section 4. All ad valorem taxes levied hereby, in the total amount of \$.344000 on each one hundred dollars (\$100) of assessed valuation, shall be due and payable on or before January 31, 2020. All ad valorem taxes due the City of San Saba, Texas, and not paid on or before January 31, 2020 shall bear penalty and interest as prescribed in the Property Tax Code of the State of Texas.

PASSED, APPROVED AND ADOPTED this the 10th day of September 2019.

The fourth discussion/action item was to Discuss and Consider approval of Ordinance No. 2019-08 an Ordinance of the City of San Saba, Texas, Amending Chapter 8, Article 8.04, Junked Vehicles, of the City of San Saba Code of Ordinances Regulating Junked Vehicles to Repeal and Replace Entirely such Regulations to Ensure all Provisions Comport with State Law; Instituting Hearing Procedures to Determine the Status and Possible Abatement of Junked Vehicles; Providing for Enforcement and Penalty Clauses; Providing for Open Meetings; Severability, and Effective Date Clauses; and Providing for Related Matters. On a motion by Alderman Marcus Amthor, and seconded by Alderman Shawn Oliver, Ordinance No. 2019-08 was unanimously approved.

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE CITY OF SAN SABA, TEXAS, AMENDING CHAPTER 8, ARTICLE 8.04, JUNKED VEHICLES, OF THE CITY OF SAN SABA CODE OF ORDINANCES REGULATING JUNKED VEHICLES TO REPEAL AND REPLACE ENTIRELY SUCH REGULATIONS TO ENSURE ALL PROVISIONS COMPORT WITH STATE LAW; INSTITUTING HEARING PROCEDURES TO DETERMINE THE STATUS AND POSSIBLE ABATEMENT OF JUNKED VEHICLES; PROVIDING FOR ENFORCEMENT AND PENALTY CLAUSES; PROVIDING FOR OPEN MEETINGS; SEVERABILITY, AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of San Saba (the "City") recognizes the need to regulate junked vehicles within the City in order to preserve and protect the public health and safety and to preserve the quality of life and property values;

WHEREAS, the City has had such regulations as part of its Code of Ordinances since 2001 and desires to update such regulations in their entirety to ensure that all are in conformance and consistent with the provisions of *Chapt. 683, Tex. Trans. Code*;

WHEREAS, the City Council seeks to repeal and replace the current regulations relating to the regulation of junked vehicles with new regulations; providing procedures for the hearing, impoundment, reclamation, disposal and sale of such junked vehicles in order to maintain the health, safety and welfare of the City; and

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

Section 1. Findings of Fact. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amending Article 8.04, Junked Vehicles, San Saba Code of Ordinances. The following sections to Article 8.04, Junked Vehicles, San Saba Code of Ordinances, are hereby repealed and replaced in their entirety to read as follows:

ARTICLE 8.04 JUNKED VEHICLES***Sec. 8.04.001 Definitions**

(a) When used herein:

Junked vehicle. A motor vehicle, aircraft or watercraft that:

- (1) Is self-propelled; and
- (2) Is:
 - (A) Wrecked, dismantled or partially dismantled, or discarded; or
 - (B) Inoperable and has remained inoperable for more than:
 - (i) 72 consecutive hours, if the vehicle is on public property; or
 - (ii) 30 consecutive days, if the vehicle is on private property.

(b) For purposes of this section, "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This section applies only to:

- (1) a motor vehicle that displays an expired license plate or does not display a license plate;
- (2) an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or
- (3) a watercraft that:
 - (A) does not have lawfully on board an unexpired certificate of number; and
 - (B) is not a watercraft described by Section 31.055, Texas Parks and Wildlife Code.

Motor vehicle demolisher. A person whose business is to convert a motor vehicle into processed scrap or scrap metal or to otherwise wreck or dismantle a motor vehicle.

Sec. 8.04.002 Declaration of nuisance

A junked vehicle, including a part of a junked vehicle, that is visible at any time of the year from a public place or public right-of-way:

- (1) is detrimental to the safety and welfare of the public,
- (2) tends to reduce the value of private property,
- (3) invites vandalism,
- (4) creates a fire hazard,
- (5) is an attractive nuisance creating a hazard to the health and safety of minors,
- (6) produces urban blight adverse to the maintenance and continuing development of the city and
- (7) is a public nuisance.

Sec. 8.04.003 Offense

A person commits an offense if the person maintains a public nuisance described by section 8.04.002.

Sec. 8.04.004 Penalty

(a) Upon conviction for violation of any provisions of this article relating to the maintaining of a public nuisance as described herein or in permitting or allowing such public nuisance to exist, such violator shall be punished by a fine not exceeding \$200.00, and each day that such nuisance exists shall constitute a separate offense.

(b) On conviction, the court shall order abatement and removal of the nuisance.

(a) Vehicles and vehicle parts on private property.

1. For a public nuisance under this article on private property within the city, notice to abate and remove the nuisance shall be provided to the last known registered owner of the nuisance, any lienholder of record of the nuisance and the owner or occupant of the private premises on which the nuisance is located.
2. The notice must state the nature of the nuisance, must provide that the nuisance be abated and removed not later than the tenth (10th) day after the date on which the notice was personally delivered or mailed, and that any request for a hearing must be made before that ten-day period expires. Additionally, the notice must include a statement that if the city abates and removes or causes the abatement and removal of the nuisance, costs associated with the abatement and removal may be assessed against the registered owner of the nuisance or the owner or occupant of the private premises on which the nuisance is located.
3. The notice must be personally delivered, sent by certified mail with a five-day return requested or delivered by the United States Postal Service with signature confirmation to the persons listed above.
4. If the address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered.
5. If any notice is returned undelivered, action to abate and remove the nuisance shall be continued to a date not earlier than the eleventh day after the date of return.

(b) Vehicles and vehicle parts on public right-of-way.

1. For a public nuisance under this article on a public right-of-way within the city, notice to abate and remove the nuisance shall be provided to the last known registered owner of the nuisance, any lienholder of record of the nuisance and the owner or occupant of the property adjacent to the right-of-way.
2. The notice must state the nature of the nuisance and must provide that the nuisance be abated and removed not later than the tenth (10th) day after the date on which the notice was personally delivered or mailed, and that any request for a hearing must be made before that ten-day period expires.
3. Additionally, the notice must include a statement that if the city abates and removes or causes the abatement and removal of the nuisance, costs of such abatement and removal may be assessed against the registered owner of the nuisance.
4. The notice must be personally delivered, sent by certified mail with a five-day return requested or delivered by the United States Postal Service with signature confirmation to the persons listed above.
5. If the address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered.

6. If any notice is returned undelivered, action to abate and remove the nuisance shall be continued to a date not earlier than the eleventh day after the date of return.

Sec. 8.04.006 Hearing

- (a) If requested within the ten days after service of the notice to abate and remove the public nuisance by a person for whom notice is required under section 8.04.005(a) or section 8.04.005(b), as applicable, a hearing must be held prior to the abatement and removal of the vehicle or vehicle part constituting the nuisance.
- (b) The hearing shall be held before the Municipal Court Judge not earlier than the eleventh day after the date of the service of notice.
- (c) At the hearing, the junked motor vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.
- (d) If the information is available at the location of the nuisance, a resolution or order requiring removal of the nuisance must include:
 - (1) for a motor vehicle, the vehicle's:
 - (A) description;
 - (B) vehicle identification number; and
 - (C) license plate number;
 - (2) for an aircraft, the aircraft's:
 - (A) description; and
 - (B) federal aircraft identification number as described by Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; and
 - (3) for a watercraft, the watercraft's:
 - (A) description; and
 - (B) identification number as set forth in the watercraft's certificate of number.
- (e) If the Judge finds that such a nuisance as herein defined exists, the Judge shall order the owner or occupant of the premises on which said vehicle is located to remove such junked vehicle within ten (10) days after said order is given to such owner or occupant of the premises on which said vehicle is located.
- (f) It shall be unlawful and a violation of this Ordinance for any person to whom such order is given to fail or refuse to comply therewith and to fail to remove such junked vehicle within the time provided by said order.
- (g) In the event the owner or occupant of the premises does NOT request a hearing, as herein provided, it shall be the duty of such owner or occupant to comply with the provisions of the notice given him and to abate such nuisance within ten (10) days after the date of the receipt of such notice.

Sec. 8.04.007 Procedures

- (a) Procedures for the abatement and removal of a public nuisance described by section 8.04.002 shall be administered by regularly salaried, full-time employees of the city, except that any authorized person may remove the nuisance.
- (b) A person authorized to administer the procedures may enter private property to examine a public nuisance, to obtain information to identify the nuisance, and to remove or direct the removal of the nuisance.

(c) The relocation of a junked vehicle that is a public nuisance to another location in the city after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.

Sec. 8.04.008 Notice to State Highway Department and Parks and Wildlife

- (a) Not later than the fifth day after the date of removal, notice shall be sent to the State Department of Transportation that the junked vehicle or junked vehicle part has been declared a public nuisance and removed. The notice must identify the vehicle or vehicle part in question.
- (b) On receipt of notice of removal of a watercraft, the State Department of Transportation shall notify the Parks and Wildlife Department of the removal and upon receipt of the notice from the State Department of Transportation, the Parks and Wildlife Department shall immediately cancel the certificate of title issued for the watercraft.

Sec. 8.04.009 No Reconstruction of Removed Vehicle

After a junked vehicle has been abated and removed under this article, it shall not be reconstructed or made operable.

Sec. 8.04.010 Disposal of Removed Vehicle

If the public nuisance is not removed and abated after notice as required herein and official action results in a resolution or order requiring removal of vehicle or vehicle part, said vehicle or part may be disposed of by removal to a scrapyard, a motor vehicle demolisher, or any suitable site operated by the city or the county.

Sec. 8.04.011 Affirmative defenses.

- (a) It is an affirmative defense to prosecution under this division if a junked vehicle or junked vehicle part:
- (1) Is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
 - (2) Is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:
 - a. Maintained in an orderly manner;
 - b. Not a health hazard; or
 - c. Screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.
- (b) In this section:
- (1) "Antique vehicle" means a passenger car or truck that is at least 25 years old.
 - (2) "Motor vehicle collector" means a person who:
 - (A) owns one or more antique or special interest vehicles; and
 - (B) acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

(3) "Special interest vehicle" means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Sec. 8.05.012 Immediate Removal of Vehicles Obstructing Traffic

Nothing herein shall prohibit the immediate removal of a vehicle on public property or a public right-of-way which constitutes an obstruction to traffic.

Section 3. Enforcement. The San Saba Police Department or Code Enforcement Department or authorized designee are authorized to enforce the provisions of this Article.

Section 4. Penalty Clause. Any person convicted of violating any provision of this Ordinance shall be guilty of a misdemeanor and shall be subject to a fine in an amount not to exceed Two Hundred dollars (\$200.00) and each day of such violation shall be a separate violation.

Section 5. 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 abandoned or junked vehicles 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 6. Conflicting Ordinances. All prior ordinances of the City dealing with or applicable to abandoned or junked are hereby amended only to the extent of any conflict with the amendments set forth herein, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended 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. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 8. 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*.

Section 9. 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, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 10th day of September, 2019.

CITY MANAGER'S REPORT

City Manager Weik gave a brief report on the following activities in the City of San Saba: The Waterline Project is on it's last segment and is starting the repairs, cutting and laying hot mix; the Parks Survey has been sent out and there have been a lot of remarks that don't pertain to this Survey such as Streets should be added to the Survey and what they don't understand is that the Grant the City will be applying for is specific funding for the items listed on the Survey; The City hosted the Texas Midwest Community Network Meeting on Thursday, August 29th at the Civic Center with about twenty-five attending from surrounding Cities such as Comanche, DeLeon, Brownwood, and several others, we had lunch, and toured the City; I have been asked to speak at the Annual Texas Midwest Conference in San Angelo on October 20th; the County Judge and I met with Hamilton EMS and they are working on an agreement for Ambulance Services that will provide more coverage than we currently have; The City's agreement is with the County, not the provider of services; a house near the show barns will be going on the market and the City has been contacted to see if we are interested in purchasing the property.

OTHER REPORTS

Scott Glaze, Public Works Supervisor reported: Regarding the Waterline Project, the Concrete patching crew are in town and thank God the Inspector with Jacob & Martin Engineering is overseeing the job, making sure things are done correctly; We all really appreciate Jacob & Martin; the contractors are using hot mix instead of cold mix and will last years longer; the last line on Annex Street is failing regarding the pressure test, they will have to find it and correct it.


As there was no further discussion, the meeting adjourned at 6:28 p.m. and the Council took a short break before Convening into Executive Session.


At 6:45 p.m., the City Council convened into Executive Session pursuant to Section 551.074, Texas Government Code, to evaluate the City Manager's Performance.

At 7:04 p.m., the City Council adjourned from Executive Session back into open session. No action was taken.

The meeting adjourned at 7:04 p.m.

ATTEST:


Sabrina Maultsby, City Secretary


Kenneth G. Jordan, Mayor