

MINUTES
MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN SABA
September 10, 2024

Members in attendance were: Ken Jordan – Mayor
Robert Whitten - Mayor Pro-Tem
Shawn Oliver – Alderman
Oleta Behrens - Alderman
Marcus Amthor – Alderman
Michael Nelson - Alderman
Scott Edmonson – City Manager

Others present were: Sabrina Maultsby – City Secretary
Charlene Lindsay – Finance Director
Scott Glaze – Public Works Director
Charlie Boyce – Police Sergeant
Darrel Lackey – Street Department Employee
Eugene Bessent – Parks Department Supervisor
Juan Diaz – Parks Department Employee
Paul Stewart – Maintenance Supervisor
Djauna Peyton – San Saba News & Star
Joanne Weik – P&Z Board Member
Greg McGregor – Citizen
Paula McGregor - Citizen
Tommy Pulatie - Citizen
Belle Laning – Citizen
Donny Smith – Citizen

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

PUBLIC HEARING:

The first public hearing was opened to consider adopting a proposed budget for FY 2024-2025 and tax rate for 2024 tax year. The proposed tax rate was increased to last year's effective tax rate, \$.344000 per \$100 evaluation. Property taxes collected in 2024 will be \$30,781.00 more than what was collected in 2023 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, no new taxes, and the City has not had a tax rate increase in several years. However, the actual Tax Revenue did increase due to an increase in property values.

The second public hearing was opened, Tommy Pulatie and Mitchell Pulatie are requesting that the Planning and Zoning Commission and the San Saba City Council approve a Zoning Variance to the City of San Saba's zoning ordinance in order to install an RV Park on property currently zoned Agricultural located at CR 102, Legal Description Riverview Terrace, Abstract 421, Survey 35, a 2.25 Acre tract of land of the E. Gilman Survey being situated in San Saba County, Texas, Parcel ID 31700.

The Planning and Zoning Commission met in Open Session on September 5, 2024 and voted with a 5 to 0 Vote to not approve this Zoning Variance. The City encourages citizens to make their views known at this public hearing.

The third public hearing was opened, Greg McGregor, owner of McGregor Property Management is requesting that the Planning and Zoning Commission and the San Saba City Council approve a Zoning Change for property located at 1806 W. Wallace Street, San Saba, Texas, Legal Description West ½ of Block No. 12 of the Laurel Heights Addition to the town of San Saba, Texas, lying North of the North line of the right of way of U.S. Highway No 190, save and except and not herein conveyed the East 10 feet of said West half of Block No. 12, the same constituting the West half of a 20 feet alley running through said Block North and South currently zoned Residential (R-2) to be rezoned to Commercial (C-2).

The Planning and Zoning Commission met in Open Session on September 5, 2024 and voted with a 5 to 0 Vote in favor of approving this Zoning Variance. The City encourages citizens to make their views known at this public hearing.

Mayor Jordan explained that anyone who signed up to speak could present during each action item.

The public hearings were closed at 6:02 p.m.

PUBLIC COMMENTS: None

PRESENTATIONS:

Paul Stewart, Maintenance Supervisor was selected as Supervisor of the third Quarter. Public Works Director Scott Glaze and Alderman Michael Nelson presented Paul with a plaque with his name on it and a gift certificate to a local restaurant.

Juan Diaz, Employee working in the Parks Department was selected as the Employee of the Month for September. Eugene Bessent, Parks Department Supervisor and Alderman Michael Nelson presented Juan with a plaque with his name on it and a gift certificate to a local restaurant.

CONSENT AGENDA:

On a motion by Alderman Shawn Oliver, seconded by Alderman Marcus Amthor, Council unanimously approved the following: minutes from the August 20th, 2024, Special Called Regular City Council Meeting and Budget Workshop, and August 23rd, 2024 Special Called Meeting; payment of bills; 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 the Interlocal Agreement between the City of San Saba and San Saba County for Flood Plain Management; Approved updated Contract with appointed Municipal Judge Sharon Blossman; Approved an Interlocal Agreement between the County of San Saba and the City of San Saba regarding Emergency Medical Services; Approved Resolution No. 2024-26 waiving noise ordinance on September 28th, 2024 for Ines Ramirez at Risien Park; Approved Ordinance No. 2024-09 temporarily closing Cherokee Street from E. Wallace Street to E. Commerce Street on October 25, 2024 from 12:00 pm to 4:00 pm for the Pink Out Pep Rally.

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 term of this Agreement is effective October 1, 2024 and ending September 30, 2025 (the “Term”). From and after the 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. The 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 for the City’s portion for dispatch services and to be shown as a dedicated budget line item for the sole purpose of salary and salary increases only. Such amounts are not to be included and/or used for or in any way any portion of costs to be borne by the County, including but not limited to Healthcare, Benefits, etc. the sum of One Hundred One Thousand, Four Hundred, Twenty-four Dollars and no/100 (\$101,424.00) per annum or Eight Thousand, Four Hundred, Fifty-two Dollars and no/100 (\$8,452.00) monthly effective October 1, 2024 for the upcoming fiscal year ending September 30, 2025. 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 Jody Fauley
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 herein above 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 performable in San Saba County, Texas. Venue shall like exclusively in San Saba County, Texas.

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

ATTEST:

By: _____
Name: Kim Wells
Title: County Clerk

COUNTY OF SAN SABA, TEXAS

By: _____
Name: Jody Fauley
Title: Judge

Date: _____

ATTEST:

By: _____
Name: Sabrina Maultsby
Title: City Secretary

CITY OF SAN SABA, TEXAS

By: _____
Name: Ken Jordan
Title: Mayor

Date: _____

**EMERGENCY MANAGEMENT COORDINATOR
INTERLOCAL AGREEMENT**

WHEREAS, San Saba County, Texas (hereinafter COUNTY), represented by its Commissioners Court (represented by San Saba County Judge Jody Fauley), 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, 2024, 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, 2024, and extending until September 30, 2025.

For and in consideration of the sum of Four Thousand, Seven Hundred fifty-two dollars and no/100 (\$4,752.00) per annum or Three Hundred ninety-six Dollars and no/100 (\$396.00) 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 for the sole purpose of salary and salary increases only. Such amounts are not to be included and/or used for or in any way any portion of costs to be borne by the County, including but, not limited to Healthcare, Benefits, etc. 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, 2024.

SAN SABA COUNTY, TEXAS

By: _____
Jody Fauley, County Judge

By: _____
Marsha Hardy, Emergency
Management Coordinator

CITY OF SAN SABA, TEXAS

By: _____
Kenneth G. Jordan, Mayor

ATTEST:

Sabrina Maultsby, City Secretary

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN SABA, TEXAS
AND SAN SABA COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT**

WHEREAS, the City Council of the City of San Saba, Texas and the Commissioners Court of San Saba County, Texas, both entities being political subdivisions of the State of Texas, have determined that it would be to the mutual advantage of both governmental entities to enhance the respective tax base within the City of San Saba and

WHEREAS, the qualification of properties for flood insurance under the National Flood Insurance Program would provide increased marketability, increased value and thereby contribute to the mutual benefit of the respective governmental bodies, and

WHEREAS, the County of San Saba currently has, in place, the resources, including personnel and appropriate mapping, which wholly contains the limits of the City of San Saba and can provide the services necessary and adjunct to flood plain administration; and

WHEREAS, both governing bodies have a mutual interest in providing their citizens with effective, cooperative governmental services at a reasonable cost and without wasteful duplication of services; and

WHEREAS, this interlocal agreement is made pursuant to the authority granted in Texas Government Code Chapter 791.

NOW THEREFORE, for the mutual considerations expressed above, the County of San Saba agrees to allow its County Flood Plain Administrator to be named as the City Flood Plain Administrator and to allow such person to serve in such dual capacity for the duration of this agreement. The City of San Saba agrees to cooperate in the processing of any application within the limits of the City of San Saba in reasonable ways and means as determined by the Flood Plain Administrator. The County Flood Plain Administrator shall remain a County employee.

In the event that there is any claim of any nature arising out of the services provided by the County to the City under this agreement, the City shall indemnify and defend the County except in instances of gross negligence or intentional misconduct.

This agreement shall continue for a year period and must be renewed annually. In the event that the County should determine that the contract has become a financial burden due to the volume of requests for services, the parties agree to negotiate in good faith to reach a mutually agreed compensation to be paid by the City to the County. If no agreement can be reached, then either party may terminate the contract to be effective upon the qualification and approval of a substitute Flood Plain Administrator for the City of San Saba.

EXECUTED by the Honorable Kenneth Jordan, Mayor of the City of San Saba, Texas, pursuant to authority granted by resolution passed by the Council on the 10th day of September, 2024, with _____ Council members voting for and _____ Council members voting against.

EXECUTED by the Honorable Jody Fauley, County Judge of San Saba County, Texas, pursuant to authority granted by resolution passed by Commissioners Court on the _____ day of _____, 2024, with _____ Commissioners voting for and _____ Commissioners voting against.

EXECUTED by Judge Jody Fauley this ____ day of _____, 2024 and **EXECUTED** by Mayor Kenneth Jordan this ____ day of _____, 2024.

Kenneth Jordan, Mayor
City of San Saba, Texas

Jody Fauley, Judge
San Saba County, Texas

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, 2024 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, 2024 and extending until September 30, 2025.

For and in consideration of the sum of Forty-five Thousand, Seven Hundred, Sixty-eight Dollars and no/100 (\$45,768.00) per annum or Thirty-eight Hundred, Fourteen Dollars and no/100 (\$3,814.00) per month, payable to COUNTY for the salary of SHARON BLOSSMAN, JUSTICE OF THE PEACE, and to be shown as a dedicated budget line item for the sole purpose of salary and salary increases only. Such amounts are not to be included and/or for or in any way any portion of costs to be borne by the County including but, not limited to Healthcare, Benefits, etc. 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 Police Department in San Saba, Texas, while performing said duties.

Executed this the 10th day of September, 2024.

CITY OF SAN SABA, TEXAS

By: _____
Kenneth G. Jordan, Mayor

SAN SABA COUNTY, TEXAS

By: _____
Jody Fauley, County Judge

By: _____
Sharon Blossman, Individually, and
As Justice of the Peace, San Saba
County, Texas, and Municipal
Judge, San Saba, Texas

EMERGENCY MEDICAL 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 emergency medical services within City pursuant to Chapter 791, Tex. Gov’t Code; and

WHEREAS, City desires to obtain advanced emergency medical 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 emergency medical services within the incorporated limits of City and to provide consideration for such services.
- 2. TERM.** The term of this Agreement is effective October 1, 2024, and ending September 30, 2025. This Agreement shall renew automatically with three one-year auto-renewed terms, 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 shall respond to calls for emergency medical services and shall generally provide emergency medical services within the corporate limits of City, subject to the availability of personnel and equipment. County shall send the number of EMS units to each incident as it deems appropriate on a case-by-case basis and at the sole discretion of the EMS.
- 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 44% of Hamilton Healthcare System EMS service monthly payments (\$14,025.00) commencing on October 1, 2024 of each year that this Agreement is in effect as consideration for the provision of EMS services

under this Agreement. City shall provide County with the use of the building located at 102 S. Spring (the "Building") for the purpose of providing EMS services under this Agreement. The County and the City shall share the cost of maintenance of the Building equally. The County of their Service Provider of EMS Services shall pay all utilities, including cable and internet services, for said Building.

7. INDEMNIFICATION/HOLD HARMLESS. All services to be rendered or performed under this Agreement will be performed or rendered entirely at County's own risk and, to the extent permitted by law, County expressly agrees to indemnify and hold harmless City and all City's officers agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from, arise out of, or are in any way connected with the services to be performed by County under this Agreement; County shall keep and maintain liability insurance, or risk pool coverage, in effect during the term of this Agreement to provide coverage and protection for its vehicles, equipment, officers and employees in an amount adequate to cover foreseeable damages that may arise under this Agreement. This paragraph assigns civil liability pursuant to Section 791.006(a-1), Tex. Gov't Code, which is different than liability otherwise assigned under Section 791.006(a), Tex. Gov't Code.

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 one hundred twenty (120) 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: County Judge
500 E. Wallace Street, Suite 201
San Saba, Texas 76877

CITY OF SAN SABA
Attn: Mayor
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 to 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.

ATTEST:

COUNTY OF SAN SABA, TEXAS

By: _____
Name: Kim Wells
Title: County Clerk

By: _____
Name: Jody Fauley
Title: Judge

Date: _____

ATTEST:

CITY OF SAN SABA, TEXAS

By: _____
Name: Sabrina Maultsby
Title: City Secretary

By: _____
Name: Kenneth Jordan
Title: Mayor

Date: _____

RESOLUTION 2024-26

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, Ines Ramirez, 205 N. 9th Street, San Saba, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Risien Park on September 28th, 2024 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 28th, 2024 at Risien Park.

Passed and approved this 10th day of September, 2024.

ORDINANCE NO. 2024-09

AN ORDINANCE APPROVING A REQUEST SUBMITTED BY REPRESENTATIVE OF SAN SABA ISD TO TEMPORARILY CLOSE THE BLOCK OF CHEROKEE STREET BETWEEN EAST WALLACE STREET AND EAST COMMERCE STREET FROM THE HOURS OF 12:00 P.M. TO 4:00 P.M. ON OCTOBER 25, 2024 FOR THE 2024 SAN SABA ISD PINK OUT PEP RALLY.

WHEREAS, Tayler Barrier, San Saba ISD District Secretary, San Saba, Texas has requested from the City Council of the City of San Saba for permission to close the portion of Cherokee Street located between East Wallace and East Commerce Streets Friday, October 25, 2024 from 12:00 p.m. to 4:00 p.m. for the 2024 San Saba ISD Pink Out Pep Rally;

WHEREAS, there are no homes located on this section of Cherokee Street that would be affected by this closure and all Businesses located on this section of Cherokee Street are in agreement with the closure;

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN SABA that this section of Cherokee Street be temporarily closed from the hours of 12:00 p.m. to 4:00 p.m. on Friday, October 25, 2024.

PASSED AND APPROVED this the 10th day of September, 2024.

APPROVED:

DISCUSSION/ACTION ITEMS:

The first item for discussion/action was to Discuss and Consider approval of Resolution No. 2024-27 approving the proposed budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025. Alderman Shawn Oliver made the motion to approve Resolution No. 2024-27, seconded by Alderman Michael Nelson.

A record vote was taken with Council members unanimously approving Resolution No. 2024-27 approving the proposed budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

Record Vote: Mayor Pro-Tem Robert Whitten - Aye
Alderman Marcus Amthor – Aye
Alderman Shawn Oliver – Aye
Alderman Michael Nelson – Aye
Alderman Oleta Behrens-Aye

RESOLUTION 2024-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS, APPROVING THE PROPOSED BUDGET FOR THE 2024-2025 FISCAL YEAR.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025, 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 2024-2025 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, 2024, and ending September 30, 2025, 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, 2024, and ending September 30, 2025.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2024, and ending September 30, 2025, 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, 2024.

APPROVED:

The Second discussion/action item was to discuss and consider approval of Resolution 2024-28 ratifying the increase in property tax revenues reflected in the budget. Mayor Pro-Tem Robert Whitten made a motion to approve Resolution No. 2024-28 ratifying the increase in property tax revenues reflected in the budget, seconded by Alderman Oleta Behrens and unanimously approved by all.

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA RATIFYING INCREASE IN BUDGET FOR THE FISCAL YEAR 2024-2025

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 2024 will be \$30,781.00 more than what was collected in 2023 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 2024.

The third discussion/action item was to Discuss and Consider Approval of Ordinance No. 2024-10 levying a tax rate of \$.344000 for the City of San Saba for 2024. 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 based on the increase in property values. Alderman Michael Nelson made the motion to approve Ordinance No. 2024-10 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 based on the increase in property values. Alderman Marcus Amthor seconded the motion.

A record vote was taken with Council members unanimously approving Ordinance No. 2024-10 adopting the tax rate for 2024.

Record Vote: Mayor Pro-Tem Robert Whitten - Aye
Alderman Marcus Amthor – Aye
Alderman Shawn Oliver – Aye
Alderman Michael Nelson – Aye
Alderman Oleta Behrens-Aye

**ORDINANCE NO. 2024-10
AN ORDINANCE LEVYING A TAX RATE
FOR THE CITY OF SAN SABA
FOR THE TAX YEAR 2023**

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 (\$.271380 needed for the purpose of maintenance/operations and (\$0.072620) 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 2024 as follows:
- Section 2.** \$ 0.271380 is for the purpose of maintenance/operation, and \$ 0.072620 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 2024.
- 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, 2025. All ad valorem taxes due the City of San Saba, Texas, and not paid on or before January 31, 2025, 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 2024.

The fourth discussion/action item was to Discuss and consider approving Ordinance No. 2024-11 an Ordinance of the City of San Saba regarding a Zoning Variance to the City of San Saba's zoning ordinance in order to install an RV Park on property currently zoned Agricultural located at CR 102, Legal Description Riverview Terrace, Abstract 421, Survey 35, a 2.25 Acre tract of land of the E. Gilman Survey being situated in San Saba County, Texas, Parcel ID 31700 requested by Tommy Pulatie and Mitchell Pulatie.

Tommy Pulatie signed up to speak and addressed the City Council explaining that he is seeking to build an RV Park somewhat like the City's RV Park at the Golf Course for Retirees and Snowbirds. The property has pecan trees and is on a higher elevation and the RVs would not need to be evacuated in case of a flood. Mr. Pulatie also said that he has owned and maintained the property for about 12 years and is constantly having to clean up and haul off trash that was dumped onto his property by the Riverview tenants. The mailboxes for Riverview are located on his property and the tenants drive on his property to get their mail. His son has retired from the Coast Guard as a 3C1, wants to move back to the San Saba area, and would be running and maintaining the RV Park. His son plans to build a home on the eight acres they own, and they also plan to install a privacy fence between the RV Park and Riverview. They want an RV Park that is nice and a place where people want to stay.

Belle Laning and Donny Smith both signed up to speak addressing the Council in opposition to the RV Park.

No motion was made; therefore, the item dies for lack of a motion.

ORDINANCE 2024-11

AN ORDINANCE GRANTING A VARIANCE TO EXISTING ZONING BOUNDARIES WITHIN THE CITY OF SAN SABA, TEXAS

WHEREAS, Tommy Pulatie and Mitchell Pulatie applied to the Planning and Zoning Commission requesting a Variance to the City of San Saba's zoning ordinance in order to install an RV Park on property currently zoned Agricultural located at CR 102, Legal

Description Riverview Terrace, Abstract 421, Survey 35, a 2.25 Acre tract of land of the E. Gilman Survey being situated in San Saba County, Texas, Parcel ID 31700; and,

WHEREAS, the said Planning and Zoning Commission proceeded to hear said zone variance in accordance with the requirements of the Zoning Ordinance of the City of San Saba, Texas; and,

WHEREAS, the said Planning and Zoning Commission, after duly considering said zone variance in accordance with the provisions of said Ordinance, did not recommend to the City Council of the City of San Saba that such requested zoning variance be granted; and,

WHEREAS, the City Council of the City of San Saba did give notice as required by said Zoning Ordinance for a public hearing to be held on same in accordance with the said Zoning Ordinance, which hearing was set for Tuesday, September 10th, 2024 at 6:00 p.m.; and,

WHEREAS, after deliberation on the facts involved in the zoning variance, the City Council of the City of San Saba is of the opinion that such zoning variance should be made.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of San Saba that the 2.25 Acre tract of land located on CR 102 be granted a Variance to install an RV Park.

PASSED AND APPROVED this the 10th day of September, 2024.

The fifth discussion/action item was to Discuss and Consider Approving Ordinance No. 2024-12, an Ordinance of the City of San Saba regarding a Zoning Change for property located at 1806 W. Wallace Street, San Saba, Texas, Legal Description West ½ of Block No. 12 of the Laurel Heights Addition to the town of San Saba, Texas, lying North of the North line of the right of way of U.S. Highway No 190, save and except and not herein conveyed the East 10 feet of said West half of Block No. 12, the same constituting the West half of a 20 feet alley running through said Block North and South currently zoned R-2 to be rezoned to Commercial (C-2) requested by Greg McGregor, owner of McGregor Property Management. Alderman Marcus Amthor made a motion to approve Ordinance No. 2024-12, seconded by Alderman Michael Nelson and was unanimously passed by a 5-0 vote.

ORDINANCE 2024-12

AN ORDINANCE AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF SAN SABA, TEXAS

WHEREAS, Greg McGregor, owner of McGregor Property Management applied to the Planning and Zoning Commission requesting a Zoning Change currently zoned One-Family Residential (R-2) to Commercial-Local and Through Highway Business (C-2) for property located at for property located at 1806 W. Wallace Street, San Saba, Texas, Legal Description West ½ of Block No. 12 of the Laurel Heights Addition to the town of San Saba, Texas, lying North of the North line of the right of way of U.S. Highway No 190, save and except and not herein conveyed the East 10 feet of said West half of Block No. 12, the same constituting the West half of a 20 feet alley running through said Block North and South.

WHEREAS, the said Planning and Zoning Commission proceeded to hear said zone change in accordance with the requirements of the Zoning Ordinance of the City of San Saba, Texas; and,

WHEREAS, the said Planning and Zoning Commission, after duly considering said zone changes in accordance with the provisions of said Ordinance, did recommend to the City Council of the City of San Saba that such requested zoning change be granted; and,

WHEREAS, the City Council of the City of San Saba did give notice as required by said Zoning Ordinance for a public hearing to be held on same in accordance with the said Zoning Ordinance, which hearing was set for Tuesday, September 10th, 2024 at 6:00 p.m.; and,

WHEREAS, after deliberation on the facts involved in the zoning change, the City Council of the City of San Saba is of the opinion that such zoning changes should be made.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of San Saba that the property located at 1806 W. Wallace Street, San Saba, Texas, Legal Description West ½ of Block No. 12 of the Laurel Heights Addition to the town of San Saba, Texas, lying North of the North line of the right of way of U.S. Highway No 190, save and except and not herein conveyed the East 10 feet of said West half of Block No. 12, the same constituting the West half of a 20 feet alley running through said Block North and South, San Saba, Texas be changed from One-Family Residential (R-2) to Commercial-Local and Through Highway Business (C-2) zoning classification.

PASSED AND APPROVED this the 10th day of September, 2024

The sixth discussion/action item was to Discuss and consider approving to amend the New Civic Center Application with Terms and Conditions, Civic Center Lease Agreement, Civic Center General Rules and Regulations, and authorizing the San Saba Police Department Admin to oversee/schedule the applications and security for events. Alderman Shawn Oliver made a motion to amend the New Civic Center Application with Terms and Conditions, Civic Center Lease Agreement, Civic Center General Rules and Regulations, and authorizing the San Saba Police Department Admin to oversee/schedule the applications and security for events, seconded by Alderman Marcus Amthor and was unanimously approved by all.

The seventh discussion/action item was to Discuss and consider nominating by majority vote the Region 10 Director of the Texas Municipal League (TML) in accordance with the will of the City of San Saba City Council from the following list of directors nominated to serve a two-year term:

Dr. Christopher Harvey, Mayor, Manor;

Jimmy Jenkins, Councilmember, Smithville; and

Na'Cole Thompson, Mayor Pro Tem, Leander.

After deliberation, all agreed to nominate by majority vote Jimmy Jenkins, Councilmember, Smithville the Region 10 Director of the Texas Municipal League (TML) to serve a two-year term. Mayor Pro-Tem Robert Whitten Made a motion to nominate by majority vote Jimmy Jenkins, Councilmember, Smithville the Region 10 Director of the Texas Municipal League (TML) to serve a

two-year term, seconded by Alderman Oleta Behrens, and was unanimously approved by all with a 5 to 0 vote.

The eighth discussion/action item was to Discuss and consider nominating by majority vote for the election of Places 11-14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool in accordance by majority vote with the will of the City of San Saba City Council as listed below:

Place 11

Randy Criswell

Robert S. Davis

Place 12

Cedric Davis, Sr.

Rocky Hawkins

Allison Heyward

Rudy Zepeda

Place 13

Harlan Jefferson

James Quin

Place 14

Mike Land

After deliberation, Alderman Robert Whitten made a motion to nominate by majority vote for the election of Places 11-14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool in accordance by majority vote with the will of the City of San Saba City Council as listed below:

Place 11

Randy Criswell

Place 12

Allison Heyward

Place 13

Harlan Jefferson

Place 14

Mike Land

Seconded by Alderman Michael Nelson and was unanimously approve by a 5 to 0 vote by all.

CITY MANAGER’S REPORT

Scott Edmonson, City Manager gave a brief report on the following activities in the City of San Saba: Recently had some issues with the Sidewalk Project but were able to get the slope worked out; the City helped the Cemetery Association install a new flag pole at the City Cemetery; the Parks

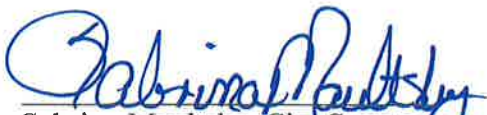
Department will start on the Christmas Lights October 1st; shut down the Splash Pad at the end of the month; the City-wide cleanup will be on October 19th; Golf Tournament on October 5th; kudos to Detective Steven Newkirk on an arrest he made of 58 grams of methamphetamines.

OTHER REPORTS

Scott Glaze, Public Works Director reported: Nineteen blocks of Street paving planned; were told that the emulsion can be done later with the 85-to-90-degree days we have here; with the reclaim streets have to haul in gravel; make trips to Temple to get material which is a slow process.

As there was no further discussion, the meeting adjourned at 6:36 p.m.

ATTEST:


Sabrina Maultsby, City Secretary


Kenneth G. Jordan, Mayor