

**MINUTES  
MEETING OF THE CITY COUNCIL  
OF THE CITY OF SAN SABA  
July 8, 2014**

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

Alderman Oleta Behrens and Alderman Shawn Oliver were absent.

Others present were: Sabrina Maultsby – City Secretary  
Charlene Lindsay – City Treasurer  
Scott Glaze – City Employee  
Susie Jimenez – City Employee  
Shayna Grant – City Employee  
Tony Guidroz – City Employee  
Denver Daniel – City Employee  
Jesse Hunt – City Employee  
Norman Pierce – City Employee  
Al Hamrick – City Employee  
Sergeant Misty Maldonado – City Employee  
Officer Michael Prado – City Employee  
Alice Smith – San Saba News & Star  
Gale Bruner – KSSB Member  
Barry Fikes – San Saba County Citizen  
Jamey Wigle – CTTC  
Rick Baskin – CTTC  
Charlie Leverett –CTTC  
Trent Tupin - CTTC  
Jason Allen – CTTC  
Susie Nettleship - CTTC

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

**PUBLIC COMMENTS:**

First long-time San Saba County Citizen to speak was Barry Fikes commenting on San Saba’s Sunny Beach at Mill Pond Park. He thanked the Council and City for the new addition to Mill Pond Park and spoke of the multitude of people attending the beach. Mr. Fikes also explained how therapeutic the beach has been for him.

Second Citizen to speak was Jamey Wigley with CTTC updating the Council on the progress of installation of the fiber optics cable. The contractors are 40% complete pulling the fiber cable in and will have to go to every house to change out the boxes and splice the cable. They are still doing some digging and if anyone has problems, please call. Mr. Wigley explained that San Saba and Evant are the largest areas where they will be installing fiber optics and eventually they will extend to the Rural

Areas as well. He offered a map of Phase II that will start East of Hwy 16 and South of 190. He also handed out a brochure with pricing and explained that several businesses were already interested. Mr. Wigley also explained the possibility of gigabyte and said that Brownwood, Llano and the surrounding cities don't have the technology they will be able to offer.

The final person signed up to speak was Susie Nettleship. She was seeking a variance to Animal Ordinance No 2013-04. Ms. Nettleship explained to the Council, she has a huge passion for animals. She was given a one day old pig and a couple of weeks ago she was told she was not supposed to have a feral pig within the city limits. Mr. Weik, City Manager, handed out state regulations from the Texas Animal Health Commission regarding feral hogs. Mr. Jordan explained to the Council and Citizens that not only is it violation of City regulations to hold or keep a feral swine, it is also a violation of state regulations unless the person has an Approved Holding Facility.

**PRESENTATIONS:**

Jesse Hunt, city employee working in Water Department, was selected as the Employee of the Month for July. Scott Glaze, Public Works Director, and Mayor Jordan presented Jesse with a plaque with his name on it and a gift certificate to a local restaurant. Scott Glaze, Public Works Director, was selected as Supervisor of the Quarter. Stan Weik, City Manager, and Mayor presented Scott with a plaque with his name on it and a gift certificate to a local restaurant.

Shayna Grant recognized the two Members of KSSB Al Hamrick and Gail Bruner, they were given awards at the KTB Conference in Austin, Texas. Gail Bruner placed 3<sup>rd</sup> in the State for the O.P. Schnabel Award. Shayna explained, Gail has done a lot for our community and is a great KSSB Volunteer. Al Hamrick, City of San Saba Code Enforcement Officer received 1<sup>st</sup> Place in the Ed Davis Litter Law Enforcement Award. KSSB received the Sustained Excellence Award scoring 90 or higher and is once again a Gold Star Affiliate with KTB. Shayna explained, San Saba was mentioned in several classes and the new beach was mentioned as well.

**CONSENT AGENDA**

On a motion by Alderman Amthor, seconded by Alderman Whitten, Council unanimously approved the following: minutes from the June 10, 2014 Council Meeting and June 24, 2014 Budget Meeting; payment of bills; Resolution No. 2014-20 waiving noise ordinance on July 12, 2014 at Mill Pond Gazebo; Resolution No. 2014-21 waiving noise ordinance on July 19, 2014 at Risien Park Pavilion; Resolution No. 2014-22 waiving noise ordinance on August 2, 2014 at Mill Pond Gazebo; Resolution No. 2014-23 waiving noise ordinance on August 9, 2014 at Risien Park Pavilion; Approve Lease Agreement between San Saba Wine Cellars, LLC, d/b/a Wedding Oak Winery and City of San Saba;

**RESOLUTION 2014-20**

**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**, Maria Franco, 2511 CR 208, San Saba, Tx, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Gazebo at Mill Pond Park on July 12<sup>th</sup>, 2014 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 July 12, 2014 at the Gazebo at Mill Pond Park.

Passed and approved this 8<sup>th</sup> day of July, 2014.

**RESOLUTION 2014-21**

**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**, Terry Coronado, 2111 FM 1480, San Saba, Tx, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Pavilion at Risien Park on July 19<sup>th</sup>, 2014 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 July 19, 2014 at the Pavilion at Risien Park.

Passed and approved this 8<sup>th</sup> day of July, 2014.

**RESOLUTION 2014-22**

**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, Ida Esquivel, 1007 W. Woodlawn, San Saba, Tx**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Gazebo at Mill Pond Park on August 2<sup>nd</sup>, 2014 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 August 2, 2014 at the Gazebo at Mill Pond Park.

Passed and approved this 8<sup>th</sup> day of July, 2014.

**RESOLUTION 2014-23**

**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, Tammy Garcia, 523 S. 3<sup>rd</sup>, Lometa, Tx**, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Pavilion at Risien Park on August 9<sup>th</sup>, 2014 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 August 9, 2014 at the Pavilion at Risien Park.

Passed and approved this 8<sup>th</sup> day of July, 2014.

**LEASE AGREEMENT  
BETWEEN  
SAN SABA WINE CELLARS, LLC,  
d/b/a WEDDING OAK WINERY  
and  
CITY OF SAN SABA**

This Lease Agreement (hereinafter "Lease") is made and entered into by and between **SAN SABA WINE CELLARS, LLC, d/b/a WEDDING OAK WINERY**, with its' principal place of business located in San Saba County, Texas, referred to in this lease as **Lessor**, and **CITY OF SAN SABA** located in San Saba County, Texas, referred to in this Lease as **Lessee**.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, property situated at 302 EAST WALLACE STREET, in San Saba, San Saba County, Texas. This property is referred to in this Lease as "the Leased Premises" and is more fully described in Exhibit "A," attached hereto and incorporated herein for all purposes.

**ARTICLE 1. TERM**

1.01. Lessee will be deemed to be occupying the Leased Premises on the basis of a month to month tenancy, which shall commence May 1st, 2014. It is anticipated that the Leased Premises shall be occupied until April 30, 2015.

**ARTICLE 2. RENT**

2.01. Lessee agrees to pay Lessor \$850.00 per month, for the Leased Premises. Payment will be due and payable at 301 E. Wallace Street, Suite 205, San Saba, TX 76877 by the 1<sup>st</sup> of each month.

2.02. As additional rent, Lessee shall reimburse Lessor for a pro rata portion of the ad valorem taxes that accrue on the Leased Premises during the term of this Lease based upon usage of the Leased Premises. Lessor shall calculate the taxes on a pro rata basis based on the most recent tax information available which Lessor shall provide to Lessee. In no event shall such pro rata portion of the ad valorem taxes be more than \$78.00 per month and such payment will be due and payable by the 1<sup>st</sup> of each month.

**ARTICLE 3. USE**

3.01. Lessee shall use the Leased Premises for the operation of the San Saba Police Department and/or other City Departments as Lessee may decide. Lessee shall notify Lessor when additional City Departments are intending to use the Leased Premises.

**ARTICLE 4. REPAIRS AND MAINTENANCE**

4.01. Lessee shall, throughout the term of this Lease, at their own expense and risk, will maintain the interior of the Leased Premises, **excluding** mechanical, plumbing, electrical, heating, or air conditioning maintenance, repairs or replacement which will be the responsibility of the Lessor; provided however if a failure in the mechanical, plumbing,

electrical, heating or air conditioner will cost more than Two Thousand Dollars (\$2,000.00) to repair or replace, Lessor shall have no obligation to make such repairs and shall provide Lessee with written notice of such refusal to make the repairs. Lessee shall have the right to terminate this Lease by giving not less than three (3) days written notice from receipt of Lessor's notice of refusal. Lessor shall, throughout the term of this Lease, at its' own expense and risk, will, in addition to the above items, maintain the exterior of the Leased Premises.

**ARTICLE 5. UTILITIES, GARBAGE REMOVAL, AND JANITORIAL SERVICE**

**Utility Charges**

5.01. Lessee shall pay all utility charges for water, electricity, gas, and sewer used in and about the Leased Premises during the term of the Lease.

**Garbage Removal**

5.02. Lessee shall pay for the removal of all garbage and rubbish from the Leased Premises created and/or produced by Lessee, excluding hazardous waste, and any waste requiring special permitting, handling, processing or disposal during the term of the Lease. Lessor shall pay for any construction or remodeling garbage, debris or rubbish that may be created if Lessor begins any repairs, restoration and/or reuse of the Leased Premises.

**Janitorial Service**

5.03. Lessee shall pay all charges for janitorial services.

**ARTICLE 6. SIGNS**

6.01. Lessee shall have the right to erect signs on the premises, subject to applicable laws, ordinances, and regulations. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs to Lessee.

**ARTICLE 7. INSURANCE AND INDEMNITY**

**Property Insurance**

7.01. Lessor shall, at its' own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire or theft, with extended coverage. Lessee shall, at its' own expense, during the term of this Lease, keep all personal property of Lessee insured against loss or damage under Lessee's insurance plan or risk pool.

**Liability Insurance**

7.02. Lessor, at its' own expense, shall provide, maintain, and enforce during the term of this lease, liability insurance for any liability for property damage or personal injury arising as a result of Lessor's ownership of the Leased Premises. To the extent allowed by law and covered under Lessee's present carrier, Lessee shall provide liability insurance in the amount of \$2,000,000 for any liability for property damage or personal injury arising solely as a result of Lessee's use of the Leased Premises.

**Hold-Harmless Clause**

7.03. To the extent allowed by law, Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business on the Leased Premises.

**ARTICLE 8. LEASE TERMINATION**

8.01. If either of the parties default in the performance of any term, covenant, or condition required to be performed by it under this Lease, the other party shall give notice of such default to that defaulting party and allow thirty (30) days to cure such default. In the event the party has not cured the default prior to expiration of the 30-day period, such non-defaulting party may terminate such Lease. In the event Lessor wishes to terminate the Lease without any cause or default, a minimum of 180 days' notice will be given to Lessee of such intention. Lessee shall give Lessor thirty (30) days' written notice prior to vacating the Leased Premises.

General Contract Terms

**ARTICLE 9. GENERAL PROVISIONS**

9.01 This Lease, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by both parties and dated subsequent to the date hereof.

9.02 Following approval by the City Council, this Lease shall be effective as of the date stated in the opening paragraph, but only upon: (i) the execution by both parties; and, (ii) subject to the performance of any preconditions stated herein. The Effective Date, which shall be the date signed by the latter of the two parties signing the document, may be inserted by the City upon the receipt and acceptance of all items noted herein as preconditions.

9.03 Except as may be specifically set forth in this Lease, nothing in this Lease, whether express or implied, is intended to confer any rights or remedies under or by reason of this Lease on any persons other than the parties and their respective permitted successors and assigns, nor is anything in this Lease intended to relieve or discharge the obligation or liability of any third persons to any party, nor give any third persons any right of subrogation or action against any party.

9.04 This Lease shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Lease shall remain in full force and effect.

9.05 If any term or provision of any this Lease shall be determined to be illegal or unenforceable all other terms and provisions of this Lease shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law. This Lease may be separately executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and the same Lease.

## CITY COUNCIL MINUTES

July 8, 2014

The undersigned Lessor and Lessee execute this agreement the 10th day of July, 2014 at San Saba, County, Texas.

### LESSOR

SAN SABA WINE CELLARS, LLC  
D/B/A WEDDING OAK WINERY

### LESSEE

CITY OF SAN SABA, TEXAS

### DISCUSSION/ACTION ITEMS:

The first action item was to Discuss and Consider a Variance to Animal Ordinance No. 2013-04, SECTION 14-WILD/PROHIBITED ANIMALS (a) and (b), and SECTION 16-LIVESTOCK (a), for Susie Nettleship located at 109 E. Brown Street, San Saba, Texas. *The Council was unable to make a decision due to the Texas Animal and Health Commission (TAHC) regulations regarding wild feral hogs.*

### CITY MANAGER'S REPORT

City Manager Weik reported on the following activities in the City of San Saba: Great month, the Beach is staying really busy; Golf Course doing well and a lot of people playing in the tournaments; CTTC found some of the City's water lines and the City repaired; new water pumping station installed by Wayne's Office; the Sidewalks in front of the Mercantile and Wedding Oak Winery have been approved and handicap inspection went well.

### OTHER REPORTS

Sergeant Misty Maldonado reported: Chief Shaw on vacation and looking forward to him coming back; Officer Michael Prado is still on light duty; Officer Jackson Idol doing an awesome job; Actively looking for another Officer. Denver Daniel reported: Finished the Nature Park lines; Met with LCRA to go over line improvements from present through 2019. Tony Guidroz, EDC Director, reported: the Golf Tournament did well; 4<sup>th</sup> of July was the biggest crowd in 6 years; People camping at Risien Park; the Beach doing great; new Nursing Home is moving along, should have everything in by August 1<sup>st</sup> and start on the renovations by August 18<sup>th</sup>; a new free Hispanic Entrepreneur Program starts September 9<sup>th</sup>. Scott Glaze reported: Looks like the sidewalk project should be starting soon in front of the Winery; working on the new Police Department Building and it is on coming along well.

As there was no further discussion, the meeting adjourned at 7:05 p.m. to the Budget Workshop.

Council members took a brief recess before beginning the Budget Workshop.

Norman Pierce presented his budget for the 2014-2015 fiscal year for Shop Maintenance. The total Shop Maintenance budget was increased by \$11,940.00. This is due to the truck he is currently driving will need to be replaced due to unsafe issues and currently has over 200,000 miles. Fleet supplies were also increased to purchase a refurbished truck bed.

Tony Guidroz presented the 2014-2015 fiscal year expenses for the Recreation Center. The overall expenses were increased by \$3,900.00. This increase was due to movie rental increase, supplies were increased due to an increase in cleaning supplies, printing maintenance increase, Street Banners, and needing to replace broken tables and chairs. Security Deposits were increased, since the deposits were increased for rental of the Recreation Center due to renters cleaning the facility themselves after



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events. Skate was increased for movie rental and Street Dance was increased due to hiring more quality bands and more events.

Tony Guidroz presented the 2014-2015 fiscal year revenue for the Recreation Center. There was a total increase in Revenue for the Recreation Center in the amount of \$15,000.00. Recreation Center Fees revenue was increased due to more bookings; Recreation Center Security Deposits was increased, an increase in rentals is also an increase in deposits; Skate night revenue was increased due to the increase of people attending; Street Dance Revenue was increased due to the sponsorships of the bands for the Street Dances.

The next Budget Workshop is scheduled for Tuesday, July 15, 2014 at 6:00 p.m.

The Budget Workshop adjourned at 7:25 p.m.

**ATTEST:**

  
Sabrina Maulsby, City Secretary

  
Kenneth G. Jordan, Mayor