MINUTES MEETING OF THE CITY COUNCIL OF THE CITY OF SAN SABA September 9, 2025

Members in attendance were: Ken Jordan – Mayor

Robert Whitten - Alderman Shawn Oliver - Alderman Oleta Behrens - Alderman Michael Nelson - Alderman Scott Edmonson - City Manager

Mayor Pro-Tem Marcus Amthor was absent.

Others present were: Sabrina Maultsby – City Secretary

Charlene Lindsay – Finance Director Scott Glaze – Public Works Director Stephen Lozano – Police Chief Charlie Boyce – Police Sergeant Ty Mann – Police Sergeant

Eric Batchelor – Police Investigator

James W. Yarbrough - Code Enforcement Officer

Sharon Blossman – JP/Municipal Judge

Michael Whitley – Golf Department Supervisor Denver Daniel – Electric Department Supervisor GT Meador – Electric Department Lead Man David Jenkins – San Saba County Sheriff Reid Daly – San Saba County Chief Deputy Arleace Green – SBA Disaster Recovery

Joanne Weik – Citizen Blake Lozano - Citizen Dewey Hulme – Citizen Renee McBee - Citizen Rodney Hodges - Citizen

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

PUBLIC HEARING:

The public hearing was opened to consider adopting a proposed budget for FY 2025-2026 and tax rate for 2025 tax year. The proposed tax rate was increased to last year's effective tax rate, \$.344000 per \$100 evaluation. Property taxes collected in 2025 will be \$70,244.00 more than what was collected in 2024 due to an increase in the total tax roll. 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 since 2015. However, the actual Tax Revenue did increase due to an increase in property values.

Dewey Hulme signed up to speak expressing his views on the proposed budget.

The public hearing was closed at 6:05 p.m.

PUBLIC COMMENTS:

Arleace Green with SBA Disaster Recovery signed up to speak about the SBA Disaster Recovery Program providing handouts and information about the program and how they can help citizens that were affected by the July 4th, 2025, Flood can benefit from the program.

Sheriff David Jenkins signed up to update the City Council about the Gas Leak last Saturday and previous issues with the current jail. He also updated the Council about the Dispatchers and currently working with Mills County regarding Dispatcher Services.

Renee McBee signed up to speak and addressed the City Council about events and tourism. She explained that she had been given information regarding the Christmas Lights in Mill Pond Park were not going to happen this year due to the flood and her concerns were that the Christmas Lights bring in a lot of out-of-town tourists.

PRESENTATIONS:

Michael Whitley, Golf Supervisor was selected as Supervisor of the third Quarter. City Manager Scott Edmonson and Alderman Shawn Oliver presented Michael with a plaque with his name on it and a gift certificate to a local restaurant.

GT Meador, Lead Man working in the Electric Department was selected as the Employee of the Month for September. Denver Daniel, Electric Department Supervisor and Alderman Shawn Oliver presented GT 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 Michael Nelson, Council unanimously approved the following: minutes from the August 12th, 2025, Regular City Council Meeting and Budget Workshop; 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 Resolution No. 2025-37 waiving noise ordinance on September 13th, 2025 for Laura Duffer at Mill Pond Park Gazebo; Approved Ordinance No. 2024-09 temporarily closing Cherokee Street from E. Wallace Street to E. Commerce Street on October 17, 2025 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, 2025 and ending September 30, 2026 (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 Seven Thousand, Five Hundred, Eight Dollars and 96/100 (\$107,508.96) per annum or Eight Thousand, Nine Hundred, Fifty-nine Dollars and 08/100 (\$8,959.08) monthly effective October 1, 2025 for the upcoming fiscal year ending September 30, 2026. 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 partiers 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:	COUNTY OF SAN SABA, TEXAS By:
Name: Christi Whitley Title: County Clerk	Name: Jody Fauley Title: Judge
Date:	
ATTEST:	CITY OF SAN SABA, TEXAS
Ву:	Ву:
Name: Sabrina Maultsby	Name: Ken Jordan
Title: City Secretary	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 9th day of September, 2025, 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, 2025, and extending until September 30, 2026.

For and in consideration of the sum of Five Thousand, One Hundred thirty-six dollars and no/100 (\$5,136.00) per annum or Four Hundred twenty-eight Dollars and no/100 (\$428.00) 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 COUTNY, 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 9th day of September, 2025.

	ABA COUNTY, TEXAS
By:	dy Fauley, County Judge
By:	arsha Hardy, Emergency
M	anagement Coordinator
By:	enneth G. Jordan, Mayor
AT	TEST:
;; 	orina Maultsby, City Secretar
ya	

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 9th day of September, 2025 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, 2025 and extending until September 30, 2026.

For and in consideration of the sum of Forty-nine Thousand, Four Hundred, twenty-eight Dollars and no/100 (\$49,428.00) per annum or Forty-one Hundred, Nineteen Dollars and no/100 (\$4,119.00) 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 9th day of September, 2025.

CITY OF SAN SABA, TEXAS

By:
Kenneth G. Jordan, Mayor
SAN SABA COUNTY, TEXAS
By:
By: Sharon Blossman, Individually, and As Justice of the Peace, San Saba
County, Texas, and Municipal Judge, San Saba, Texas

RESOLUTION 2025-37

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, Laura Duffer, 202 W. Hall Street, Bangs, Texas, has asked the City Council to waive Ordinance No. 1967-4 to allow music to be played at the Mill Pond Park Gazebo on September 13th, 2025 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 13, 2025 at the Mill Pond Park Gazebo.

Passed and approved this 9th day of September, 2025.

ORDINANCE NO. 2025-07

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 17, 2025, FOR THE 2025 SAN SABA ISD PINK OUT PEP RALLY.

WHEREAS, Sabel Romero, San Saba ISD Cheer Sponsor, 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 17, 2025 from 12:00 p.m. to 4:00 p.m. for the 2025 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 17, 2025.

PASSED AND APPROVED this the 9th day of September, 2025.

APPROVED:

DISCUSSION/ACTION ITEMS:

The first item for discussion/action was to Discuss and Consider approval of Resolution No. 2025-38 approving the proposed budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026. Alderman Michael Nelson made the motion to approve Resolution No. 2025-38, seconded by Alderman Robert Whitten.

RESOLUTION 2025-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA, TEXAS, APPROVING THE PROPOSED BUDGET FOR THE 2025-2026 FISCAL YEAR.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, 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 2025-2026 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, 2025, and ending September 30, 2026, 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, 2025, and ending September 30, 2026.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2025, and ending September 30, 2026, 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 9th day of September, 2025.

APPROVED:

A record vote was taken with Council members unanimously approving Resolution No. 2025-38 approving the proposed budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026.

Record Vote: Alderman Shawn Oliver – Aye

Alderman Robert Whitten - Aye Alderman Michael Nelson - Aye Alderman Oleta Behrens-Aye

The Second discussion/action item was to discuss and consider approval of Resolution 2025-39 ratifying the increase in property tax revenues reflected in the budget. Mayor Pro-Tem Robert Whitten made a motion to approve Resolution No. 2025-39 ratifying the increase in property tax revenues reflected in the budget, seconded by Alderman Michael Nelson.

RESOLUTION NO. 2025-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN SABA RATIFYING INCREASE IN BUDGET FOR THE FISCAL YEAR 2025-2026

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 2025 will be \$70,244.00 more than what was collected in 2024 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 9th day of September 2025.

A record vote was taken with Council members unanimously approving Resolution No. 2025-39 approving the proposed tax rate will increase to last year's effective tax rate, \$.344000 per \$100 evaluation and Property taxes collected for 2025 will be \$70,244.00 more than what was collected in 2024 due to an increase in the total tax roll.

Record Vote: Alderman Shawn Oliver – Aye

Alderman Robert Whitten - Aye Alderman Michael Nelson - Aye Alderman Oleta Behrens-Aye

The third discussion/action item was to Discuss and Consider Approval of Ordinance No. 2025-08 levying a tax rate of \$.344000 for the City of San Saba for 2025. 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 Shawn Oliver made the motion to approve Ordinance No. 2025-08 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 Oleta Behrens seconded the motion.

A record vote was taken with Council members unanimously approving Ordinance No. 2025-08 adopting the tax rate for 2025.

Record Vote: Alderman Shawn Oliver – Aye

Alderman Robert Whitten - Aye Alderman Michael Nelson - Aye Alderman Oleta Behrens-Aye

ORDINANCE NO. 2025-08 AN ORDINANCE LEVYING A TAX RATE FOR THE CITY OF SAN SABA FOR THE TAX YEAR 2025

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 (\$0.312510 needed for the purpose of maintenance/operations and (\$0.031490) 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 2025 as follows:
- **Section 2.** \$ 0.312510 is for the purpose of maintenance/operation, and \$ 0.031490 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 2025.

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, 2026. All ad valorem taxes due the City of San Saba, Texas, and not paid on or before January 31, 2026, shall bear penalty and interest as prescribed in the Property Tax Code of the State of Texas.

PASSED, APPROVED AND ADOPTED this the 9th day of September 2025.

The fourth discussion/action item was to Discuss, consider and take possible action regarding Ordinance No. 2025-09, an Ordinance of the City of San Saba, Texas regarding an ordinance to temporarily suspend city ordinances related to the minimum square footage of residential structures restricted to only those residential structures damaged or destroyed by the 2025 flooding event in San Saba. Alderman Michael Nelson made a motion to approve Ordinance No. 2025-09, seconded by Alderman Oleta Behrens and was unanimously approved by all.

ORDINANCE No. 2025-09

AN ORDINANCE OF THE CITY OF SAN SABA, TEXAS, TEMPORARILY WAIVING CERTAIN BUILDING RESTRICTIONS RELATED TO CONSTRUCTION AND REBUILDING WORK RELATED TO THE REPAIR OF STRUCTURES DAMAGED AS A RESULT OF THE JULY 4^{TH,} 2025 FLOOD EVENT; PROVIDING AN EXPIRATION OF THE WAIVER OF FEES; PROVIDING FOR A TEMPORARY INCREASE IN THE TERM A RECREATIONAL VEHICLE MAY BE USED AS TEMPORARY HOUSING; PROVIDING FINDINGS OF FACTS; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Gregg Abbott issued a disaster proclamation on the 4th day of July, 2025, declaring a state of disaster for communities impacted by the heavy rainfall and flash flood event that was subsequently amended and renewed on the 16th day of July 2025; and

WHEREAS, the City Council of the City of San Saba, Texas, has determined that the temporary waiver of certain building restrictions related to the minimum square footage would alleviate some of the financial impact on the citizens of San Saba and hasten efforts to rebuild and recover from the damages sustained during the flash flood event and benefit the health, safety, and welfare of the citizens of San Saba, Texas.

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

Section 1. <u>Findings</u>. 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. <u>Temporary waiver of minimum size of dwelling</u>. The City Council of the City of San Saba, Texas, hereby temporarily waives the minimum dwelling size in zoning districts R1 and R2 and the provisions of the San Saba Code of Ordinances Chapter 14A, Article 4, Sections 4.1 through and including 4.14.

Section 3. <u>Limitations of waiver; termination</u>. This temporary waiver is subject to the following limitations:

- 1. The availability of the waiver established herein terminates 180 days from the adoption of this resolution. The City Council may extend this waiver for another 180-day period by a resolution adopted by the City Council of the City of San Saba, Texas.
- 2. The temporary waiver only applies properties within the boundaries of the City of San Saba and the San Saba extra jurisdictional territory (EJT).
- 3. The temporary waiver must be requested by citizens and the citizen must provide all information required by city staff to determine eligibility.
- 4. The fee waiver only applies to rebuilding or construction of residential dwellings damaged or destroyed by flood or rain damage from the July 4th 2025 flood event in those areas within the most current flood plain map produced by the Federal Emergency Management Agency (FEMA) located in the zoning districts R1 and R2.
- 5. At the completion of rebuilding or construction of dwellings permitted under this ordinance are complete and a certificate of occupancy is issued, the regulations of Chapter 14A, Article 4, Sections 4.1 through and including 4.14 shall and the structure shall be deemed a lawful nonconforming structure.
- 6. This temporary waiver does not waive the requirement of applying for a permit.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was considered 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, Chapter 551, Texas Government Code.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED THIS 9th DAY OF SEPTEMBER, 2025.

CITY MANAGER'S REPORT

Scott Edmonson, City Manager gave a brief report on the following activities in the City of San Saba: Have been working with FEMA Public Assistance regarding the flood at the Golf Course assessing the damage; the community and people that have come together and helped with the cleanup have been amazing; working on the RV Park and it is almost complete; Risien Park had damage to the bathrooms, bridge, and roads; the Nature Park belongs to LCRA and they brought in a company the clean up; Mill Pond Park damaged pumps have been replaced; the Garden Club is different due to being a historical building and have to get a letter from the Historical Commission before moving forward; there were only seven homes that were over fifty percent and Marsha Hardy had them reevaluate them; Permits for flood victims will be at no charge; there will be a benefit concert on December 6, 2025, due to the Red Cross coordinator used to be a Promoter and is bringing in Chris Chitsey, car show, and Elvis impersonator, with vendors all for flood relief; and to address Renee McBee's concern about the Christmas Lights in Mill Pond Park, it is a false rumor, there will be lights, may not have as many blinking, but will have lights in the park; TDEM Contractor came in and removed the three large piles of debris that were collected in the City and taken to the TCEQ approved site, and this has been signed off.

CITY COUNCIL MINUTES

OTHER REPORTS

Mayor Ken Jordan reported: San Saba Strong, Churches, Various Groups, the Baptist Mennonites, and numerous volunteers came together to help in the cleanup process of about ninety-seven or one hundred homes; a lot of donations; all being coordinated; citizens in the Flood Plain filed with FEMA and Emergency Management coordinated; worked with TDEM and filed forty to eighty thousand dollars, sent orders and got full funding. They came in on a Sunday to do the assessments, and they were working here and in Kerrville at the same time; San Saba County had two floods and the community came together.

Scott Glaze, Public Works Director reported: The July 4th Fireworks have been rescheduled for Veteran's Day, there will be music, and at Mill Pond Park.

Joanne Weik reported: Victoria Texas Hugs will be here on 09/20/2025 at 10:00 a.m. giving out quilts at St. Mary's Catholic Church.

As there was no further discussion, the meeting adjourned at 6:40 p.m. and took a brief recess before convening into Executive Session.

At 6:44 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 6:58 p.m., the City Council adjourned Executive Session and entered back into open session. Action taken: None

The meeting adjourned at 6:59 p.m.

ATTEST:

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