

**Minutes**  
**Regular Council Meeting**  
**April 17, 2018**

On this 17<sup>th</sup> day of April 2018, at 6:00 p.m., the City Council of the City of Devine convened in a Regular Meeting; the same being opened to the public at their regular meeting place; thereof, at City Hall, 303 S. Teel Drive, Devine, Texas. Notice of said Meeting having been prescribed in Chapter 551, Government Code, and Vernon's Texas Codes, Annotated, and the following members being present:

Mayor William L. Herring  
Aldерwoman Kathy Wilkins  
Alderman Steve A. Lopez  
Alderman David Valdez  
Alderman Cory Thompson

Absent being Alderman David Espinosa; thus, constituting a quorum.

Personnel present: Dora V. Rodriguez, Interim City Administrator/City Secretary; Denise Duffy, City Accountant; Mary Badillo, City Financial Advisor; Tom Cate, City Attorney; Ismael Carrillo, Director of Public Works; and Ofilia Pedroza, UB Clerk.

Others present: Marly Davis, Devine News; Bob Cortez and Mary Jane Balderrama of Devine, Texas.

Mayor Herring, presiding, declared the meeting open at 6:00 p.m.

Mayor Herring delivered the Invocation and Aldерwoman Wilkins led the Pledge of Allegiance.

The first order of business was the Visitors/Citizens Forum.

No one signed up to speak under this item.

The second order of business was Recognition.

Mayor Herring recognized and congratulated Alderman Lopez for being interviewed as the first Hispanic mayor for the City of Devine by Journalist Maggie Rivas-Rodriguez, a former Devine High School graduate who is a Journalist Professor at the University of Texas at Austin.

The third order of business was to discuss and consider Approval of Minutes: Regular Council Meeting Minutes, March 20, 2018.

Council reviewed minutes.

Motion by Alderman Valdez, seconded by Alderman Thompson to approve the minutes for the Regular Council Meeting Minutes, March 20, 2018.

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Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

The fourth order of business was to discuss and consider for the City to move forward with the sewer extension on Bailey Blvd. and Wilkins Way.

City Engineer Raul Garcia addressed Council. He stated that there is a new house north of Loraine Drive and Bailey Boulevard, and they are requesting utility service connections. He explained to Council that when he went to look at it, he found out that that area is being serviced by a 4" line which starts at the intersection of Bailey and Loraine, goes north on Bailey and then back west in the alley. He told Council that in that alley right now, there are five connections (five houses) that are being served by a 4" line which is not acceptable. He said a 4" line should be good for only one household and not five. So, at this point, he's surprised we have not had any problems at that location and if we add another house to that location, we are asking for trouble. Mr. Garcia told Council that the minimum required by TCEQ is to put in no less than a 6" main. He recommended to Council that we do need to replace the sewer main starting at the intersection of Bailey and Loraine, going north to the alley and then west to the last house that is being served at the alley. City Engineer Raul Garcia explained that the new house is north of the intersection of Bailey and the alley.

City Engineer Raul Garcia provided Council an estimate for the sanitary sewer improvements and referred Council to look at item #9 for a 6" PVC service line for approximately 161 linear feet. He told Council that the total estimate to do this would be about \$31,000. He explained that of this amount, around \$6,300 should be paid by the property owner and not by the City, but the City would need to install the difference between the \$31,000 and the \$6,300. According to Mr. Garcia, the City does not have to go out for bids, but should get three proposals by three different contractors since this project is under \$50,000.

Interim City Administrator/City Secretary informed Council that the people moving into this new house have already been contacted by Code Compliance Eddie Diaz, and they understand that their share of the cost is around \$6,300.

Alderman Valdez inquired if anyone would be out of service during this installation. According to City Engineer Raul Garcia, there might be an inconvenience for about half a day, but no one will be out of service.

Motion by Alderman Valdez, seconded by Alderman Lopez to approve to move forward with the sewer extension on Bailey Boulevard and Wilkins Way for an estimated cost of \$31,000; and for the property owners to pay their part and for the City to pay our part, and to amend the budget. Four Ayes.

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Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

The fifth order of business was to discuss and consider adopting a Resolution of the City of Devine, Texas finding that AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the city should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of his resolution to the company and legal counsel.

Council reviewed ordinance. City Attorney Tom Cate informed Council that it really doesn't hurt to fight this. He explained that the Law Firm of Lloyd Gosselink Rochelle & Townsend serves as a watch dog to make sure that AEP does everything that they're supposed to do. He explained that the only bad thing is that their fees ultimately get paid by the consumer; it's all passed through, but if we didn't have somebody watching after AEP, they could have higher prices.

Motion by Alderman Lopez, seconded by Alderwoman Wilkins to adopt Resolution 4-18 appealing AEP's proposed rate increase.

Resolution attached as Exhibit A.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

The sixth order of business was to discuss and consider awarding proposal for Hazard Mitigation Grant Program (HMGP) for Management Services.

Mayor Herring announced that only one bid was received from Langford Community Management Services.

Motion by Alderwoman Wilkins, seconded by Alderman Lopez to award the proposal for Hazard Mitigation Grant Program (HMGP) for Management Services to Langford Community Management Services.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

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Motion carried.

The seventh order of business was to discuss and consider awarding proposal for Hazard Mitigation Grant Program (HMGP) for Engineering Services.

Mayor Herring announced that, again, we only received one bid from Garcia & Wright Consulting Engineers, Inc.

Motion by Alderman Thompson, seconded by Alderman Valdez to award the proposal for Hazard Mitigation Grant Program (HMGP) for Engineering Services to Garcia & Wright Consulting Engineers, Inc.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

The eighth order of business was to discuss and consider Agreement between the City of Devine and TxDOT.

Interim City Administrator/City Secretary Dora V. Rodriguez told Council that Director of Public Works Ismael Carrillo had his Public Works guys spraying weed killer along the railroad tracks, but TxDOT doesn't want us spraying for weeds near the railroad; they want some vegetation, but we can still do the mowing. They also want us to sweep FM 3176 and maintain it.

City Attorney Tom Cate explained that apparently we've had a maintenance agreement with TxDOT since 1969 and the one that we're operating under now is dated 2011. He told Council that we think that the whole reason for this is that citizens were coming before Council complaining that the right-of-ways were not being maintained or mowed, and we have no authority to get out on state right-of-ways without some type of agreement in place, so that is what prompted this agreement to allow us to go out and mow and maintain; however TxDOT wants to make sure that we do it according to their specs. City Attorney Tom Cate told Council that now that they're aware of the situation, he would like for Council to allow him and Interim City Administrator Dora V. Rodriguez to sit down and talk to TxDOT to see if we can work out some of these issues.

City Attorney Tom Cate told Director of Public Works Ismael Carrillo that there's another area regarding a drainage issue on SH-173 towards Walmart on the left hand side. He told Council that it washes the dirt away every time that it rains. He explained that according to the letter of the Agreement, it is the City's responsibility. However, according to Director of Public Works Ismael Carrillo, there will be contracts perhaps where they'll go ahead and fix that, but we just want to make sure that we know what it is exactly that we can or can't do and what they are expecting out of us.

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Interim City Administrator/City Secretary Dora V. Rodriguez told Council that she'd like to see if we can at least meet them halfway and then bring it back to Council. She announced that she and Mayor Herring and City Attorney Tom Cate will be attending a meeting with TxDOT tomorrow at 10:30 a.m. in Hondo for a pre-construction meeting so we can see if we can set up a meeting with them.

Motion by Alderwoman Wilkins, seconded by Alderman Thompson to allow City Attorney Tom Cate, Interim City Administrator/City Secretary Dora V. Rodriguez and Mayor Herring to meet with TxDOT concerning our Maintenance Agreement.

Maintenance Agreement attached as Exhibit B.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

The ninth order of business was to discuss and consider amending an Ordinance of the City of Devine establishing No Parking Zones on the east side of Hwy. 132 North (N. Teel Drive), beginning at the northeast intersection of Onion Avenue and Hwy. 132 North (N. Teel Drive) to a distance of 100 feet north of the south property line of the property located at 712 Hwy. 132 North (N. Teel Drive); on either side of Oak Hill Drive from its intersection with Hwy. 173 for its entire length; along the intersection of East College Avenue and South Bright Drive; providing the violation of such ordinance shall be a misdemeanor punishable upon conviction by fine of not less than \$10.00 nor more than \$200; and, providing for a severability clause.

Alderman Lopez addressed Council regarding the 18-wheelers that park in the Walmart parking lot. He said that our past city administrator did not want the trailers parking there and they were also accused of littering, which Alderman Lopez stated that they're not. He told Council that he feels that they deserve a place to park and be able to shop. He told Council that he doesn't see a problem in removing the No Parking signs and allowing them to park along the edge of Oakhill Drive.

City Attorney Tom Cate commented that the City hasn't complied anyway with the terms of the ordinance in that the curbs were never painted red setting up the no-parking zones. Council also held discussion on removing the no-parking signs on either side of Oak Hill Drive, with the exception of the cul-de-sac area. They also discussed limited parking, to which City Attorney Tom Cate suggested maybe posting some No-Overnight Parking signs.

Motion by Alderman Lopez, seconded by Alderman Thompson to amend the Ordinance of the City of Devine establishing No-Parking Zones by taking out the No-Parking signs on either side of Oak Hill Drive from its intersection with Hwy. 173 for its entire length with the exception of the cul-de-sac area, and posting No-Overnight Parking.

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Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

In discussion held after the motion, City Attorney Tom Cate advised that he will work on putting the ordinance together.

The tenth order of business was discuss and consider approving the amount submitted by AEP for the two street lights on Jack Nicklaus Drive.

Mayor Herring announced that this was the request submitted by Phillip Fitch for two street lights at each end of Jack Nicklaus; however, he could not be here tonight. According to Mayor Herring, the children are picked up by the school bus at both ends of Jack Nicklaus. The total cost from AEP for both lights is \$779.89; the lights will be installed on existing poles, and we would need to amend the budget by that amount.

Alderman Thompson expressed concern that the location of the street light where Jack Nicklaus meets Allman is not going to offer much illumination for the children due to all the oak trees at that location will be blocking a lot of the light. He stated that it would be more ideal to push back the location of the pickup point further back. Mayor Herring suggested that we could speak with Mr. Scott Sostarich, Devine ISD Superintendent, and Mr. John Eichman, who is the Transportation Director the at Devine ISD, and take it from there due to safety reasons.

Motion by Alderman Thompson, seconded by Alderwoman Wilkins to approve the amount of \$779.89 submitted by AEP for the two street lights on Jack Nicklaus Drive, and to amend the budget by same amount.

AEP Agreement attached as Exhibit C.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

The eleventh order of business was to discuss and consider approving minutes of Parks & Recreation Advisory Board Meeting held on April 3, 2018.

Mayor Herring and Council held discussion on all the renovations being done at the park and how great the park is looking. The new mulch will be coming in next Wednesday according to Director of Public Works Ismael Carrillo. Mayor Herring announced that the swings will be put up after that.

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Director of Public Works Ismael Carrillo told Council that City Engineer Raul Garcia is working on an estimate for the concrete slabs for the picnic tables and sidewalks since they need to be ADA compliant. He added that Superintendent of Public Works Rob Flores is also working on something to get rid of the grass burrs. Mr. Carrillo stated that everything at the John Curcio Park will be done at the same time also.

Motion by Alderman Valdez, seconded by Alderman Thompson to approve the minutes of the Parks & Recreation Advisory Board Meeting held on April 3, 2018.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

The twelfth order of business was to review the Quarterly Report.

Council reviewed report.

Motion by Alderman Lopez, seconded by Alderwoman Wilkins to acknowledge that Council did review the Quarterly Report.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

The thirteenth order of business was Informational Items.

The following was discussed:

- Mayor Herring announced there will be a meeting on Thursday, May 3<sup>rd</sup> at 6:00 p.m. at the Devine County Annex Building to answer questions about the jail expansion and courthouse annex. Commissioner Jerry Beck and Judge Chris Schuchart will be there to answer questions.
- Mayor Herring announced that he and Interim City Administrator/City Secretary Dora V. Rodriguez, City Accountant Denise Duffy, Superintendent of Public Works Rob Flores and Airport Manager Vickie Pumphrey attended an airport meeting in Fredericksburg, Texas earlier today and spent the day learning all about fuel farms. It was a very good and informative meeting, and they really enjoyed it.

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- Alderman Lopez inquired about the Beacon being out. Interim City Administrator/City Secretary stated that there is a NOTAM on the Non-Directional Beacon (NDB) with the FAA, so they are aware that it is out right now since it got hit by a lightning storm. She told Council that they are looking at a replacement but she wants confirmation from the FAA that they are not going to de-commission it. She said there's no sense in us spending money on it if they are going to de-commission it. The FAA may try to go with a digital GPS, so she stated that we are going to hold off until we know exactly what is going on. According to Interim City Administrator/City Secretary Dora V. Rodriguez, Megan with TxDOT is verifying this for us and is making the calls for us.
- Alderman Thompson inquired about fogging and spraying for mosquitos. Interim City Administrator/City Secretary Dora V. Rodriguez informed Council that the employee we were going to send to class is no longer with the City. According to Director of Public Works Ismael Carrillo, it's a two-day class and the test is hard, and we don't have very many volunteers wanting to go. Discussion was held that the City of Lytle contracts out and that in the past, we have used Mr. Dale Frazier to do the spraying. Mayor Herring and Interim City Administrator/City Secretary Dora V. Rodriguez will look into this.
- Alderman Thompson said people in his district are asking about an ordinance allowing the use of golf carts on the streets. He explained other cities allow this basically on surface streets; no highways. City Attorney Tom Cate reminded Council that when ex-City Administrator Joe Ramos was here, he wanted the use of all golf carts banned. He told Alderman Thompson that we have to do some research on this to find out what we can and can't do, and he'll need to draft an ordinance allowing these golf carts on certain streets, and to make sure they're outfitted right as far as passing inspection. He said that it is something that we can do. According to Alderman Thompson, people already use them; he would just like for them to be street legal. He would like to bring this up in a special meeting later, and have more discussion on it. City Attorney Tom Cate suggested to bring it up at next month's regular meeting.
- Mayor Herring announced we had met with the Estep's concerning the hangar which the City wants to purchase. He stated that everything is going well, and we will have a Special Meeting next week, Tuesday night at 6:00 p.m., and he told Council he would like for them to all be here for the meeting to finalize the deal. The hangar has eight slots and eight rental spaces. He told Council that this is something that TxDOT Aviation is encouraging us to do.
- Manna-Fest 2018 – This will be on June 22-23 at the Levy Ranch in Moore, Texas. It will be a music & message festival featuring a lot of local gospel groups. It will benefit organizations such as HANK, Mission Devine, and the children of fallen soldiers.
- Free Community Health Fair – Coming up on Saturday, May 19<sup>th</sup> at the Devine Community Center from 9:00 a.m. to 2:00 p.m., and is being sponsored by Devine PD and Medina County ESD #4. They will be having free training on CPR; free information on how to access Medicare, Medicaid and Veterans Benefits; free blood pressure checks; free give-a-ways and much more. Alderman Lopez added that the VFW will have a representative there to help disabled veterans in applying for medical and monetary assistance.
- Go Medina – Mayor Herring announced we will be hosting the next Go Medina Meeting at the Community Center on Thursday, May 3<sup>rd</sup> at 10:00 a.m.

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- Congratulations to City Attorney Tom Cate on another Birthday!

There being no further business to come before the governing body, motion made by Alderman Lopez, seconded by Alderman Valdez.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Espinosa

Motion carried.

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Mayor

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City Secretary

RESOLUTION NO. 4-18

A RESOLUTION OF THE CITY OF DEVINE, TEXAS FINDING THAT AEP TEXAS INC.'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTORS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Devine, Texas ("City") is an electric utility customer of AEP Texas Inc. ("AEP" or "Company"), and a regulatory authority with an interest in the rates and charges of AEP; and

WHEREAS, the City is a member of the Cities Served by AEP ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP's service area; and

WHEREAS, on or about April 3, 2018 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 48222, seeking to increase electric distribution rates by approximately \$3.1 million (an approximately \$800,000 decrease for the Central Division and \$3.9 million increase for the North Division); and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEVINE, TEXAS:

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 47015.

Section 2. That subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any

necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by AEP to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.


Section 4. That the Company shall continue to charge its existing rates to customers within the City.

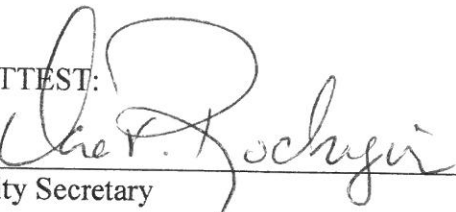
Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

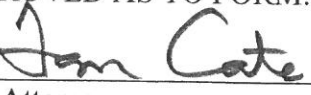
Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Melissa Gage, American Electric Power Service Corporation, 400 West 15<sup>th</sup> Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 17th day of April, 2018.

  
\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney



MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 21st day of June, 2011, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Devine, Medina County, Texas (population 4,140, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

## COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
  - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
  - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be exchanged with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

## GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

### **NON-CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

#### **State's Responsibilities (Non-Controlled Access)**

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

#### **City's Responsibilities (Non-Controlled Access)**

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals, or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

#### **CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

### **State's Responsibilities (Controlled Access)**

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures, or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

### **City's Responsibilities (Controlled Access)**

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal, or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

## **TERMINATION**

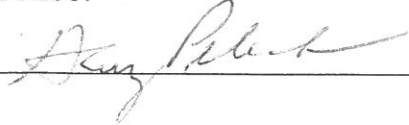
All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Devine on the 21st day of June, 2011, and the Texas Department of Transportation, on the 21 day of JUNE, 2011

ATTEST:

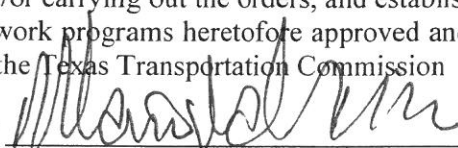
THE STATE OF TEXAS

  
\_\_\_\_\_

CITY OF DEVINE

BY City Administrator  
(Title of Signing Official)

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY   
\_\_\_\_\_ District Engineer

San Antonio District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512-416-3048.

**NOTE:** To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

C:\MMAFormDevine.doc

**EXHIBIT "A"**

**NON-CONTROLLED ACCESS HIGHWAYS WITHIN THE CITY OF DEVINE**

**MMA- MAINTENANCE RESPONSIBILITIES WILL BE IN ACCORDANCE WITH THE MUNICIPAL MAINTENANCE AGREEMENT**

	HIGHWAY	FROM:	TO:	STATE RESPONSIBILITIES	CITY RESPONSIBILITIES
1	FM 2200	WEST CITY LIMITS	SH 173	MMA	MMA
2	FM 3176	SOUTH CITY LIMITS (SOUTH OF IH 35)	WATSON AVE.	MMA & ASSIST WITH MOWING AND LITTER	MMA
3	FM 3176	WATSON AVE.	SH 173	MMA	MMA
4	FM 463	SH 132	EAST CITY LIMITS	MMA	MMA
5	SH 132	SOUTH CITY LIMITS	NORTH CITY LIMITS	MMA	MMA
6	SH 173	WEST CITY LIMITS	EAST CITY LIMITS	MMA & ASSIST WITH SNOW/ICE CONTROL	MMA
7					
8					
9					
10					

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS WITHIN THE CITY OF DEVINE

MMA- MAINTENANCE RESPONSIBILITIES WILL BE IN ACCORDANCE WITH THE MUNICIPAL MAINTENANCE AGREEMENT

	HIGHWAY	FROM:	TO:	STATE RESPONSIBILITIES	CITY RESPONSIBILITIES
1	IH 35	SOUTH CITY LIMITS	NORTH CITY LIMITS	MMA	MMA
2					
3					
4					
5					
6					

RESOLUTION NO. 6-11

A RESOLUTION APPROVING THE AGREEMENT DATED June 21, 2011,  
BETWEEN THE STATE OF TEXAS AND THE CITY OF DEVINE,  
FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE  
HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF DEVINE;  
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEVINE:

SECTION 1. That the certain agreement dated June 21, 2011, between the State of Texas and  
the City of Devine for the maintenance, control, supervision, and regulation of certain  
State Highways and/or portions of State Highways in the City of Devine be, and the same  
is, hereby approved; and that Mayor William L. Herring is hereby authorized to execute  
said agreement on behalf of the City of Devine and to transmit the  
same to the State of Texas for appropriate action.

PASSED: June 21, 2011

APPROVED: June 21, 2011

William L. Herring  
Mayor

ATTEST: [Signature]  
Secretary

City of Devine  
Clerk

APPROVED AS TO FORM: [Signature]  
City Attorney

**AEP Texas**

**Contribution-In-Aid-Of-Construction Agreement  
For Electric Distribution Service**

City of Devine  
Service: 946 STREETLIGHT  
DEVINE, TX

Contract #: DWMS00000405403      Work Request #: 69329022  
Date: 4/12/2018

You, City of Devine (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:install facilities for addition of two new street light locations

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 779.89. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to install facilities according to company standards and policies, and the Customer agrees to provide payment of CIAC upfront and in full and to be ready to take electric service on or before 05/24/2018.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 7/11/2018 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer	Company
By _____	By _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____