

**Minutes**  
**Regular Council Meeting**  
**November 20, 2018**

On this 20<sup>th</sup> day of November, 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  
Alderman Steve A. Lopez  
Alderman David Espinosa  
Alderman Cory Thompson  
Alderwoman Jennifer Schott

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

Personnel present: Dora V. Rodriguez, Interim City Administrator/City Secretary; Denise Duffy, City Accountant; Mary Rodriguez, City Financial Advisor; Tom Cate, City Attorney; Ismael Carrillo, Director of Public Works; Rob Flores, Superintendent of Public Works; Vickie Pumphrey, Airport Manager; Ruben Chapa, Golf Course Superintendent; and Ofilia Pedroza, UB Clerk.

Others present: Marly Davis, Devine News; David Rothschild, Medina Valley Times; Grayson Cox, KSA; Joe Munoz, James Spurger; Jeff Wisenbaker, and Johnny Davis of Devine, Texas.

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

Mayor Herring delivered the Invocation and Alderman Espinosa 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 announced that Johnny Davis, who takes care of our Waste Water Treatment Plant, will be retiring from the City at the end of the year. He recognized him as a valued employee who will be hard to replace.

The third order of business was to discuss and consider approval of Minutes: Regular Council Meeting Minutes, September 18, 2018.

Council reviewed minutes.

Motion by Alderman Lopez, seconded by Alderman Thompson to approve the minutes for Regular Council Meeting, September 18, 2018.

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

Motion carried.

The fourth order of business was to discuss and consider approving minutes of the Parks & Recreation Advisory Board Meeting held on October 2, 2018.

Council reviewed the minutes.

Motion by Alderwoman Schott, seconded by Alderman Thompson to approve the minutes of the Parks & Recreation Advisory Board Meeting held on October 2, 2018.

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

Motion carried.

The fifth order of business was to discuss and consider approving minutes of the Library Advisory Board Meeting held on November 13, 2018.

Council reviewed minutes.

Motion by Alderman Thompson, seconded by Alderman Lopez to approve the minutes of the Library Advisory Board Meeting held on November 13, 2018.

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

Motion carried.

The sixth order of business was to discuss and consider approving fees for the Golf Course.

Ruben Chapa, Supervisor of the Golf Course, provided Council with a copy of proposed green fees for the Devine Municipal Golf Course, as Council reviewed the fees. Mr. Chapa told Council that the girls at the Golf Club House were having to look through four pages of fees, so he worked on getting this simplified in order to keep it simple. He told Council that the fees are basically the same. He said that the only thing that increased were the cart shed rentals; the north sheds went from \$325 to \$350 yearly, and the south sheds went from \$250 to \$275 yearly. Mr. Chapa explained to Council that we also have senior/military/& student rates, and further explained that a senior is defined as 70 years or older and a student is defined as 13-23 years old.

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Mr. Chapa also informed Council that they noticed that a lot of the members were paying membership fees mid-month or later. In order to avoid this, monthly memberships and shed rentals will be due on the 1<sup>st</sup> of the month. If not paid by the 10<sup>th</sup> of the month, a 10% penalty will be assessed. This is to coincide with our water bills which are due on the 15<sup>th</sup>; if not paid by the 15<sup>th</sup>, a 10% penalty is assessed. Council was alright with this.

Mr. Jeff Wisenbaker inquired about the monthly membership rates because the list didn't specify single or family memberships. Discussion was held that the single membership rate would be \$108.25 (\$100 + tax) and the family membership rate would be \$135.31 (\$125.00 + tax). Alderman Thompson recommended that we leave the family rate in there, and suggested that we try this for a while. He stated that if it doesn't work, we can always come back and re-assess the situation. Council decided to leave the list "as is" for now, effective January 1, 2019.

Mr. Ruben Chapa told Council that he is trying to put together some membership packages to be able to hand out.

Motion by Alderman Espinosa, seconded by Alderman Thompson to approve the fees for the Golf Course with the addition of the monthly family membership to be \$125.00 + tax, and effective January 1, 2019.

Proposed Devine Municipal Golf Course Green Fees list attached as Exhibit A.

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

Motion carried.

The seventh order of business was discuss and consider for the City of Devine to enforce Sections 3, 10 and 13 of the Airport Hangar Leases specifically to limit activities at the airport to aviation-related activities.

Council held discussion on this with Mayor Herring. He told Council that everything that is being done at the airport has to be related to aviation. He said that if someone is working on an engine, that engine should come out of an airplane, and if something is being painted, it needs to be affiliated with an airplane. Airport Manager Vickie Pumphrey stated that there are problems at the airport; she said it's not pretty.

Interim City Administrator/City Secretary Dora V. Rodriguez held discussion with City Attorney Tom Cate on sending a 30-day letter to the tenants. According to City Attorney Tom Cate, the City would have the right to go in and do inspections after seven days from the date of the letter, and we also have the right to terminate the lease, but we would have to prove that the tenants are engaged in non-aviation activities.

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Grayson Cox, with KSA Engineering, informed Council that the City signs a participation agreement, before accepting any grant money from TxDOT, which references all the FAA regulations related to aviation at airports and how you can use airport dollars. He explained that those grant monies basically travel into forever, so there is a risk that the City could lose future money (which is the more likely option), and there is an additional risk that TxDOT could come back and send us a bill for every money that they've given us if there is use out there which they think is detrimental to the aeronautical use of the airport. Mr. Cox also told Council that there are uses which are non-aviation that can be done at an airport but that is something that is negotiated with the FAA, and they are usually related to utilities such as gas lines that cross through the airport or a water well, but the airport has to actually financially benefit from that non-aviation use. The bottom line is that if there is any non-aviation use at the airport, it has to be approved by the FAA which is a very long negotiation and the City has to be able to benefit from that aviation use in order to benefit the airport. Mr. Cox stated that his understanding of this is that this is probably not happening in this case.

City Attorney Tom Cate informed Council that we can terminate a lease as long as we have evidence, whether it's coming from a manager or from the inspections, that they are using the airport for non-aviation related purposes. Interim City Administrator/City Secretary Dora V. Rodriguez told Council that we do have pictures. Her question to City Attorney Tom Cate was whether we could terminate early, since some of these leases are up at the end of 2019. His response to this was that we can terminate early. Airport Manager Vickie Pumphrey informed Council that it is a combination of leases, with one being predominant.

Alderman Espinosa inquired about a time frame to getting this corrected. Interim City Administrator/City Secretary Dora V. Rodriguez explained to Council that Michael, with TxDOT Aviation, is letting us handle this, along with Airport Manager Vickie Pumphrey and City Attorney Tom Cate. His comment to her was, "You don't want us (TXDOT) to get involved." So, he is giving us time to take care of this, and wants us just to keep him posted. Council agreed that we need to take care of this as quickly as we can. Airport Manager Vickie Pumphrey added that we need to make this right especially now with the Fuel Farm coming in and the regular RAMP grant coming in to rehab everything.

City Attorney Tom Cate discussed that the procedure we need to follow is in the tenth paragraph of the leases. He said that we need to go out with a 30-day letter and if the lessees do not comply, we can terminate their leases, and we can even take action at the JP court to get them out. Council held discussion that we have no choice in this matter.

Motion by Alderman Espinosa, seconded by Alderwoman Schott to approve for the City of Devine to enforce Sections 3, 10 and 13 of the Airport Hangar Leases specifically to limit activities at the airport to aviation-related activities.

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

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Motion carried.

The eighth order of business was to discuss and consider for Council to authorize the Interim City Administrator to enter into a contract with KSA for Proposal for Professional Engineering Services for the Devine Municipal Airport New Fuel Farm.

Mr. Grayson Cox addressed Council and told them that he prepared a scope & fee proposal, and he said that he's provided it to Interim City Administrator/City Secretary Dora V. Rodriguez. Mr. Cox emphasized that this is just for the engineering part. He explained that with the scope and proposal that we received, KSA will assist throughout all of the steps, including going out for bids and administering the construction, but the construction will be additional to this. The only other thing he said that could be a cost to the City would be on getting a phone for the card reader and bringing in power to the site.

Mr. Cox explained to Council that our RAMP Grant is \$100,000 every year. It's a 50/50 grant; the City spends \$50,000 and TxDOT gives us \$50,000. Mr. Cox explained what he anticipates happening. He told Council that KSA's fee of \$76,000 is distributed throughout the length of the project. He is thinking of timing this to where we go out for bids and execute a construction contract. He explained that they can actually stipulate on the contract when to pay the invoices so that part of it will be paid in one fiscal year, and we can take advantage of the next \$100,000 to pay for the 2020 fiscal year, so that we can use two RAMP grants for this project.

Mr. Cox explained that he can design this in ten weeks, but it doesn't really matter how fast he designs it because timing is a very important thing. He explained that we don't want to put it out to bid too far ahead of when we're going to have to wait to get the next RAMP Grant. He went on to explain how these projects typically work for construction. He said a little bit of site work may be done and then nothing happens for months, and then it takes a while before we actually start spending money during the construction phase. Mr. Cox told Council that he will help us with the process and submittal reviews. He said he plans to stipulate on the contract what exactly we will be doing. He assured us TxDOT will be working hand-in-hand with us and they will be kept in the loop. Alderman Thompson calculated that we should have fuel pumps by February 2020.

Mr. Cox suggested for the City to work on the public restrooms in the meantime.

Motion by Alderman Espinosa, seconded by Alderman Thompson to authorize the Interim City Administrator to enter into a contract with KSA for Proposal for Professional Engineering Services for the Devine Municipal Airport New Fuel Farm.

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

Motion carried.

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The ninth order of business was to discuss and consider drainage issues with the City of Devine's Hangar #6 at the Airport.

Council reviewed drawings by City Engineer Raul Garcia.

Airport Manager Vickie Pumphrey pointed out that there are two of the smaller individual hangars that are flooding every time that we get a good rain, and she is getting complaints on that. Another issue that we have when it rains is that sand is getting into the rails and it is creating a problem with the doors, and something needs to be done. Ms. Pumphrey told Council that she would like to get with our City Engineer Raul Garcia to find out what we can do, and she inquired about possibly putting asphalt. She told Council that all they have right now are two small concrete pads by the hangars. Council held discussion.

Director of Public Works, Ismael Carrillo, reported that City Engineer Raul Garcia just wants to know how much paving the City wants to do around the buildings so that he can come up with a paving plan. According to Airport Manager Vickie Pumphrey, the paving will be good because that will take care of the sand issue, and hopefully that will ease up the drainage into those two hangars. According to Director of Public Works Ismael Carrillo, we are looking at probably 15 feet of paving.

Council held discussion on whether to pave using asphalt or concrete. Mr. Cox recommended going with concrete. He told Council that the cheapest route is to use asphalt but the easiest would be to use concrete because the grade can be controlled better. Council decided that using concrete would be better in order to get it done right since we're going to spend money on this.

Motion by Alderman Espinosa, seconded by Alderman Lopez to authorize City Engineer Raul Garcia to draw up a plan to alleviate the drainage issues with Hangar #6 at the City of Devine Municipal Airport.

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

Motion carried.

The tenth order of business was to discuss and consider allowing Glenn Dale and Vera Estep to continue using the City's T-Hangar to store their plane.

Mayor Herring informed Council that the Estep's were granted six months to get their plane out of there and the six months are now up so they are asking for an extension. Airport Manager Vickie Pumphrey told Council that they contracted with her business to do the annual inspection on it and it's almost completed. Ms. Pumphrey told Council that the Estep's do have a prospective buyer.

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Airport Manager Vickie Pumphrey explained that if the prospective buyer does buy it and wants to do modifications, the minute he buys it and the Estep's get their check, the plane can be moved to Ms. Pumphrey's shop and then the City can have their hangar back. Council held discussion with City Attorney Tom Cate who stated that a three month extension should be enough time.

City can have their hangar back. Council held discussion with City Attorney Tom Cate who stated that a three month extension should be enough time.

Motion by Alderman Espinosa, seconded by Alderwoman Schott to approve a three month extension to allow Glenn Dale and Vera Estep to continue using the City's T-Hangar to store their plane.

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

Motion carried.

The eleventh order of business was to discuss and consider selecting proposals submitted by electrical companies for needed repairs on the golf course and authorizing the Interim City Administrator to sign the necessary documents.

Director of Public Works Ismael Carrillo informed Council that we received three bids; they were from B&L Electric, Mustang Electric and Navarro Electric. He explained the bids received. He said that Navarro Electric bid on copper wire and aluminum wire. Council reviewed the bids and held discussion. According to Director of Public Works Ismael Carrillo, he is recommending that we go with Navarro Electric, with the copper wire, because we have used them a lot and we are accustomed to them responding right away when we call them.

Motion by Alderman Lopez, seconded by Alderwoman Schott to select the proposal submitted by Navarro Electric, using the copper wire, for \$12,225 for the needed repairs on the golf course, and authorizing the Interim City Administrator to sign the necessary documents.

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

Motion carried.

The twelfth order of business was to discuss and consider approving fees for the Golf Course.

No discussion was held.

No action was taken on this item.

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The thirteenth order of business was to discuss and consider approving the Micro-Comm Telemetry Systems Service Plan for \$4,950.

Interim City Administrator/City Secretary Dora V. Rodriguez told Council that this is the SCADA system. Director of Public Works Ismael Carrillo explained that this is the program that helps us to trouble shoot our computers that control all of our water wells. He explained the maintenance plan that we have with this company. He told Council that anytime we have a problem, they do everything, from troubleshooting to ordering the parts and overnighting them at no cost, and guiding them how to install it; all we pay for is the cost of the shipping to return the old part. He told Council that he is very satisfied with them.

Interim City Administrator Dora V. Rodriguez inquired if we would eventually want to get this for the Waste Water Treatment Plant. A brief discussion was held that we really do need one for the Waste Water Treatment Plant. Director of Public Works Ismael Carrillo will get a quote for us. Superintendent of Public Works Rob Flores also added that we will need to look at upgrading the system too because of the age of it.

Motion by Alderman Espinosa, seconded by Alderwoman Schott to approve the Micro-Comm Telemetry Systems Service Plan for \$4,950.

Micro-Comm Telemetry Service Plan contract attached as Exhibit B.

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

Motion carried.

The fourteenth order of business was to discuss and consider proposed work to be done on Mendoza Alley.

Director of Public Works Ismael Carrillo informed Council that he took City Engineer Raul Garcia to go check out Mendoza Alley. He reported to Council that only the top section of the road by the house is in bad condition; it's not the entire road that needs to be maintained. He told Council that according to City Engineer Raul Garcia, Public Works can take care of this. Mr. Garcia is suggesting that we mix base with cement to get a harder foundation so it won't be as easy to wash off. According to Director of Public Works Ismael Carrillo, we are looking at around eight to ten yards for a cost of approximately \$200 to \$250.

Motion by Alderman Lopez, seconded by Alderman Thompson to approve the proposed work to be done on Mendoza Alley.

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

Motion carried.

The fifteenth order of business was to discuss and consider for Council to renew membership with Go Medina.

Mayor Herring told Council that it will cost \$4,350 to renew our membership.

Council held lengthy discussion. Some of the comments made are as follows:

- “We’re paying too much money for this.”
- “What is the City of Devine benefitting from this?”
- “They want to put our TIRZ on it.”
- “They’re just in the first stages, and it’s supposed to promote economic development in Medina County.”
- “They haven’t delivered for Devine”
- “It brings in a lot of money to the County but it doesn’t benefit Devine.”
- “All the cities in Medina County are participating”
- “All the mayors of Medina County sit on the Board with Judge Schuchart as Chairman, plus there are representatives from Medina Electric and Medina Regional Hospital.”

Aldermen Thompson stated that until they can prove there’s a tangible benefit for Devine, he has a hard time spending another \$4,350. Aldermen Thompson, Lopez, and Espinosa all stated that they are out. Council held discussion on having Judge Schuchart come do a presentation for the benefit of new Councilwoman Schott.

Motion by Alderwoman Schott, seconded by Alderman Espinosa to postpone a decision on renewing our membership with Go Medina.

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

Motion carried.

Alderman Thompson dismissed himself at 7:05 p.m.

The sixteenth order of business was to discuss and consider for Council to accept the Driscoll Public Library’s Deleted Book List, and how to dispose of the books.

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Council reviewed list of deleted books.

Marly Davis, a member of the Friends of the Library, informed Council of the reasons for having to delete these books. She said that sometimes they're in poor conditions, and sometimes they don't get checked out so there's no point in them sitting on the shelf taking up space. Ms. Davis told Council that the top part of the list were books that people have lost and have not replaced. She explained that in the past they didn't know what they could or could not do, but now they're keeping track of things better. Ms. Davis asked for direction from the Council on how to go about disposing of these books. She said they really need to know what to do with them because there are about 20-30 bank boxes full of books that need to be removed from the building.

Interim City Administrator/City Secretary Dora V. Rodriguez asked City Attorney Tom Cate if we can allow the Library to put a price on the ones they want to sell, and then give some to the Friends of the Library to do a book sale because it all goes back to the Library. City Attorney Tom Cate stated that first Council needs to make the determination that the books have no value so that the Library can do whatever they want with these books.

Motion by Alderwoman Schott, seconded by Alderman Lopez to certify that the books listed have no value and the books not being kept by the Library will be donated to the Friends of the Library.

(List on file)

Ayes	--	Three
Nays	--	None
Absent	--	Two – Aldermen Valdez, Thompson

Motion carried.

The seventeenth order of business was to discuss and consider for the City of Devine to authorize the Interim City Administrator to negotiate with Bexar-Medina-Atascosa Water Control and Improvement District #1 to opt out of the 2019 Flat Rate Assessment for the back 9 holes of the Devine Municipal Golf Course.

Mayor Herring stated that his understanding is that the Golf Association had been paying BMA for the past 20-30 years in case they ever needed BMA water to water the back 9 holes but to our knowledge, they never used it. According to Interim City Administrator/City Secretary Dora V. Rodriguez, the fee is \$155 if paid in November. Mayor Herring said he saw no reason to pay the \$155.

Interim City Administrator/City Secretary Dora V. Rodriguez and City told Council that she and Attorney Tom Cate have been talking with City Engineer Raul Garcia about certain things that need to be turned in before meeting with the BMA Water Board. She explained that we are not going to meet this because the survey for the back 9 holes is not complete. City Attorney Tom Cate explained that City Engineer Raul Garcia has not had time to complete the field note description for the land that we want to take out of the district.

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Interim City Administrator/City Secretary Dora V. Rodriguez told Council that we will need to pay the \$155 fee for 2019 and told Council that this will give us time to get everything we need to go before the BMA Water Board for next time to opt out of the Flat Rate Assessment for next year. City Engineer Tom Cate added that we will actually be opting out of the water district itself. He explained that the BMA Water Board will be willing to do this because if the land is not being irrigated, they're not making any money. They make their money by selling water.

Motion by Alderman Espinosa, seconded by Alderman Lopez to authorize the Interim City Administrator to pay the \$155 to BMA for the 2019 Flat Rate Assessment but to begin working on opting out of any association with BMA.

Ayes	--	Three
Nays	--	None
Absent	--	Two – Aldermen Valdez, Thompson

Motion carried.

The eighteenth order of business was to discuss and consider first reading of a Social Media Policy for the City of Devine.

Interim City Administrator/City Secretary Dora V. Rodriguez informed Council that City Attorney Tom Cate has already reviewed this and said that this is just the first reading to give them a chance to look over it. City Attorney Tom Cate told Council that for a long time he and Interim City Administrator/City Secretary Dora V. Rodriguez have talked about doing this policy. He said that he doesn't have a problem with this and it will just give Council a chance to review it, and we can bring it up at the next meeting if there are any questions or revisions. He told Council that we just want to be able to control the contents of social media on the website.

Motion by Alderwoman Schott, seconded by Alderman Espinosa to verify that Council did receive the first reading of a Social Media Policy for the City of Devine.

Ayes	--	Three
Nays	--	None
Absent	--	Two – Aldermen Valdez, Thompson

Motion carried.

The nineteenth order of business was to discuss and consider cancelling the December Regular Council Meeting and having a Special Council Meeting, if needed.

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Mayor Herring informed Council that we've always done this but we normally end up holding a Special Council Meeting during the month of December. Interim City Administrator/City Secretary Dora V. Rodriguez informed Council that we will be needing to schedule a special meeting on November 27, 2018 at 6:00 p.m. because Langford and Associates needs an item on the agenda to move forward with the new CDBG grant. She also told Council that she can call Judge Schuchart to see if he wants to be on this agenda to give a presentation with Go Medina.

Motion by Alderman Lopez, seconded by Alderman Espinosa to cancel the December Regular Meeting but reserve the right to have a Special Council Meeting in December, if needed.

Ayes	--	Three
Nays	--	None
Absent	--	Two – Aldermen Valdez, Thompson

Motion carried.

The twentieth order of business was to discuss and consider for the City of Devine to enter into an agreement with Medina County Groundwater Conservation District Ground Water Level Monitoring Equipment for the two Carrizo Wells at the Municipal Devine Golf Course.

Mayor Herring commented that David Caldwell has been here before and he is putting devices to verify the level of water; we just have to sign the agreement.

City Attorney Tom Cate explained that we did have a disagreement with the old contract but they've made some changes and deletions, and this is now good. Director of Public Works Ismael Carrillo told Council that with the addition of the two new wells at the Golf Course, David Caldwell wants to put in a sensor on the south side well closer to the club house. Then, he wants to do a waiver on the second well because they're pretty close to each other. He explained that they will be installing meters on both wells for the annual report that they need to do. Mr. Carrillo told Council that the sensors are being installed at no cost to the City.

Motion by Alderwoman Schott, seconded by Alderman Espinosa to enter into an agreement with Medina County Groundwater Conservation District Ground Water Level Monitoring Equipment for the two Carrizo Wells at the Devine Municipal Golf Course.

Agreement attached as Exhibit C.

Ayes	--	Three
Nays	--	None
Absent	--	Two – Aldermen Valdez, Thompson

Motion carried.

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The twenty-first order of business was the Executive Session: Pursuant to Provision of the Open Meeting Law Texas Government Code.

- §551.074 Personnel Matters – Waste Water Treatment Plant

At 7:14 p.m., Mayor Herring announced to the public that the Council would go into a Closed Session.

At 7:22 p.m., Closed Session was open to the public.

No action was taken in Closed Session.

The twenty-second order of business was to RECONVENE into Regular Session and consider action, if any, on items discussed in Executive Session.

Motion by Alderman Espinosa, seconded by Alderwoman Schott to pay Johnny Davis for up to 160 hours of unused sick leave.

Ayes	--	Three
Nays	--	None
Absent	--	Two – Aldermen Valdez, Thompson

Motion carried.

The twenty-third order of business was Informational Items.

Mayor Herring announced the following:

- Community Thanksgiving Dinner – Will be served at St. Josephs' Hall on Thanksgiving Day from 11:30 a.m. to 1:30 p.m. Mayor Herring, on behalf of Council, thanked Roger and Ofilia Pedroza along with their many volunteers for doing this.
- VFW – Judging for Patriots Pen and Voice of Democracy will be done on November 26<sup>th</sup> for District.
- Status of Water Meters – Interim City Administrator/City Secretary Dora V. Rodriguez informed Council that our grant writers have given us an invitation to apply again. They are saying that we are going to get it but it's just a matter of where we were at in the first round. We are now in the second round. They are telling us that they are having to submit things back to the Texas Water Development Board. According to Interim City Administrator/City Secretary Dora V. Rodriguez, we have a total of 1700 meters and Judy Langford is telling her that she understands that we are having to read 683 meters by hand, but we may be able to get a loan with no interest or a forgivable loan. Judy Langford is saying that we will hurt ourselves if we don't try to go out for this. Council held discussion on why we were skipped the first time. Paula Rodriguez and Judy Langford are telling us that we will be getting it this time.

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- Canal – City Attorney Tom Cate reported that City Engineer Raul Garcia has located a BMA canal that runs through the end of the golf course. It ends at Meadow Lane but it hasn't been used by the golf course. According to Tom, we will need to meet with the BMA. Director of Public Works Ismael Carrillo told Council that we need to see about getting water to the back 9-holes. Interim City Administrator Dora V. Rodriguez stated that we need to get with City Engineer Raul Garcia about running a new water line or doing another well.

There being no further business to come before the governing body, motion made by Alderwoman Schott, seconded by Alderman Lopez to adjourn meeting.

Ayes	--	Three
Nays	--	None
Absent	--	Two – Aldermen Valdez, Thompson

Motion carried.

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Mayor

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City Secretary

**PROPOSED  
DEVINE MUNICIPAL GOLF COURSE  
GREEN FEES**

<b>MONTHLY MEMBERSHIP</b>	<b>\$108.25</b>	
	<b>18 HOLES</b>	<b>9 HOLES</b>
<b>MONDAY – FRIDAY</b>	<b>\$29.25</b>	<b>\$24.00</b>
<b>SENIOR/MILITARY/STUDENT</b>	<b>\$24.00</b>	<b>\$20.50</b>
<b>WEEKENDS/ HOLIDAYS</b>	<b>\$38.97</b>	<b>\$25.98</b>
<b>TWILIGHT BEGINS @ 2pm</b>	<b>\$24.00</b>	<b>\$20.50</b>
<b>*PRICES ARE WITH CARTS &amp; TAXES</b>		
<b>WALKING</b>	<b>\$22.73</b>	<b>\$17.32</b>
<b>SENIOR/MILITARY/STUDENT</b>	<b>\$17.32</b>	<b>\$10.83</b>
<b>1/2 CART</b>	<b>\$9.50</b>	<b>\$6.50</b>

- \* PRICES INCLUDE TAXES**
- \*SENIOR IS DEFINED AS 70 YEARS OR OLDER**
- \*STUDENT IS DEFINED AS 13 -23 YEARS OLD**

**CART SHED RENTAL – NORTH SHEDS \$350.00 YEARLY  
SOUTH SHEDS \$275.00 YEARLY**

**MONTHLY MEMBERSHIPS & SHED RENTALS WILL BE DUE ON THE 1<sup>ST</sup> OF THE MONTH, IF NOT PAID BY THE 10<sup>TH</sup> OF MONTH A 10% PENALTY WILL BE ASSESSED.**



10/4/18

Attn Ismael Carrillo  
Devine City of  
303 S. Teel  
Devine TX 78016

15895 S. Pflumm Rd.  
Olathe, KS 66062  
(913) 390-4500  
FAX: (913) 390-4550  
www.micro-comm-inc.com

### Extended Service Warranty Proposal

Dear Ismael:

**According to our records, your Micro-Comm telemetry system service contract number(s) SC0006 will expire on 12/4/18. For \$4950.00 which includes damage caused by lightning, Micro-Comm will provide part replacement, phone support, and internet troubleshooting, for job number(s) 91-017, 00-135, 06052, 08064, 12044.**

Please read and review the following:

#### Terms and Conditions of the Service Plan:

1. Micro-Comm, Inc. shall be liable only for the cost or repair of any Micro-Comm manufactured equipment including radio, power supply, batteries, RTU and CTU Battery backup units, relays, phone dialers; light bulbs, external modems, MC L5A and Keller Well Transducers, Minco sensors, relays, and associated equipment required for system operation as designed (see below #6).
2. In the event of equipment failures or equipment damaged by lightning. Micro-Comm will supply troubleshooting, using phone and internet log in to determine parts necessary to complete repairs and return system to previous level of operation. Parts will be shipped by the quickest method available to job site. Customer shall supply labor for removal and installation of equipment at customer's premises. Return of defective equipment to Micro-Comm is customer responsibility.
3. In the event exact replacement parts are no longer available, Micro-Comm will (at its discretion) replace the existing equipment or components with similar or "current production" materials to restore the control system back to its original level of operation. Prior to replacement, Micro-Comm will identify the materials to be used, estimate labor to update software, records, drawings and software documentation. Update labor rate of \$90 hour will apply, any new or additional features that are available with this replacement equipment will be offered to the customer for an additional expense, parts plus labor to be quoted upon request.
4. This plan is void and does not apply if damage to equipment is caused by: flooding, high winds, tornado, hurricanes, freezing, fire, chemical damage, vandalism, improper Installation, improper maintenance, accident, alteration, abuse, or misuse, (by other than Micro-Comm, Inc. or its designates).
5. Micro-Comm's sole obligation in case of its equipment failure will be to provide the service specified above. Micro-Comm will not be liable for any consequential or Incidental damage to any other manufacturer's equipment arising from Micro-Comm system failures. Micro-Comm will not be liable for downtime, i.e. Overtime labor and travel to and from sites.
6. The plan is for Micro-Comm manufactured parts only. The following list is an example of Items; not covered: Non-Micro Comm PLC's, VFD's, BW probes, Omega sensors, chart recorders, chart pens, and paper, phase monitors, pump alternators. Flow meters, flow sensors,

chemical feed and chemical monitoring equipment., computers, keyboards, monitors, Computer battery backup units, printers, routers, switches, external wiring, and cabling.

- 7 The Service Plan coverage provided by Micro-Comm, Inc. begins when current system warranty ends and provides coverage for one calendar year from warranty end date. Warranty end date will be extended when a signed copy of Service Plan and payment are received. Non-Warranty Customer warranty date will be assigned when a signed copy of Service Plan and payment has been received.

Micro-Comm's normal service rates are \$125/hour with a four-hour minimum on site service, plus \$50/hour travel time to and from job site, expenses (airfare, car rental, parking + 10%), \$200 overnight (meals and lodging), or \$50-day meals and expenses charge.

Software changes and remote site modifications can be purchased for \$750 per modification, plus \$125 per hour to bring drawings, records, and software up to date for requested changes, quotes will be supplied for requested changes. System upgrades and expansion work can be requested through our sales department.

Under the terms of this service plan, a reduced service rate is provided as part of coverage. \$90/hour with a four-hour minimum, plus \$40/hour travel time, expenses (airfare, car rental, parking + 10%), and \$200 overnight (meals and lodging), or \$50-day meals and expenses charge for onsite service. ISP router assistance, internet configuration, network router/switch assistance, and new or backup computer setup of equipment not provided by Micro-Comm will be billed at \$90/hour with a four-hour minimum will apply.

Software changes (adding outputs, inputs, flow meter change out, chemical pumps, control group modifications, station type changes) and remote site modifications will be included as part of service contract coverage. Customer will be charged \$90 per hour (4-hour minimum) to bring drawings, records, and software up to date for requested changes. Service Contract customers will receive a discount on new computers, software additions, and same version software updates completed by a Micro-Comm technician.

System upgrades and expansion work will receive a 10% cost savings through system service contract coverage. Discussion of these options and all service matters is available by contacting Mark Stockton, Service Manager, Micro-Comm, Inc. or our sales department at any time, convenient for you.

Should you choose to purchase/renew this service plan YOU MUST complete the form below, and return this letter to us with a check payable to Micro-Comm, Inc.

Customers that require an invoice number, please indicate requirement on the returned proposal with a P.O. Number and you will be invoiced as requested. Please write Service Plan number on your check and P.O. If you have any questions, feel free to contact me at any time.

Sincerely,

MICRO-COMM, INC.



Mark Stockton  
Service Manager

15895 S. Pflumm Rd.  
Olathe, Kansas 66062  
913-390-4500 office  
913-909-3195 cell  
mstockton@mc-mail.com

Enclosure

I have read and fully understand the terms and conditions of the Service Plan as stated above.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Amount of Check Enclosed: \_\_\_\_\_

Optional, P.O. Number: \_\_\_\_\_

County Clerk's Office  
Place Stamp Here  
When MCGCD Recording

**MEDINA COUNTY GROUNDWATER CONSERVATION DISTRICT  
GROUNDWATER LEVEL MONITORING EQUIPMENT AGREEMENT**

- I. **Parties.** This Groundwater Level Monitoring Equipment Agreement (“Agreement”) is entered into and is effective on the date as set forth in Paragraph XI, by and between City of Devine (“Owner”), 303 South Teel, Devine, TX 78016, the person(s) or entity(ies) shown by the official public records of Medina County as the owner(s) of record of Well No(s). 68-49-9-000027 (“Well”) located at 29.16138889°N/-98.90472222°W on the property described in Paragraph III (“Property”), and the Medina County Groundwater Conservation District (“District”), 1607 Avenue K, Hondo, Texas 78861, a conservation and reclamation district and political subdivision of the State of Texas. Each of these entities is, at times, referred to individually as a “Party,” and both are referred to collectively as “Parties.”
- II. **Purpose.** The purpose of this Agreement is to provide the District, and its authorized agents, employees, representatives, and contractors, with permission to access and enter the Property in order to: transport any necessary equipment to the Well on the Property in order to install sensor(s) and related equipment to measure the static groundwater level at the Well(s); to install such equipment; to operate and maintain such equipment; to perform, at the District’s expense, any weather-related repairs and any repairs necessary to correct mechanical defects of the sensor and related equipment; to perform, at the Owner’s expense, any repairs of the sensor and related equipment other than weather-related repairs or repairs necessary to correct mechanical defects; to replace the sensor and related equipment as necessary; and to remove the sensor and related equipment at the end of the term of this Agreement or at any time the District so chooses (“Services”). The Owner desires to have the District perform the Services, and the Parties desire to enter into this Agreement to identify the terms and conditions for providing such Services. The Parties acknowledge that the Services are meant to achieve compliance with Section 13.9 of the District’s rules related to the duty to install monitoring equipment on certain non-exempt wells within the District’s jurisdiction.
- III. **The Property.** The Owner acknowledges that it is the present owner of the Property, being more particularly described in Exhibit A, and the Well located thereon, which are subject to this Agreement. It is the intent of this Agreement to cover only the Well(s) located on the Property and the need to perform the Services thereon.
- IV. **District Duties.** In consideration for this Agreement, the District agrees to:
- (A) schedule access to the Well on the Property with the Owner in advance for the performance of the Services;

- (B) perform the Services;
- (C) cooperate with and provide assistance to the Owner during the term of this Agreement to achieve compliance with Section 13.9 of the District's rules; and
- (D) remove the sensor and related equipment upon the expiration or termination of this Agreement.

V. **Owner's Duties.** In consideration for this Agreement, the Owner agrees to:

- (A) perform, at its own cost and expense, all work necessary to prepare the Well(s) for the installation of the sensor(s) and related equipment;
- (B) perform within a reasonable time period from when requested by the District, and at its own cost and expense, any modifications of the Well(s) that are deemed necessary by the District to allow District to perform the Services;
- (C) grant to the District, its authorized agents, employees, representatives, and contractors all rights of access necessary to enter the Property at reasonable times to access the Well in order to conduct the Services, and, while upon the Property, to undertake all actions, in the sole opinion of the District, reasonably related, as the District may deem necessary, in the furtherance of the performance of the Services;
- (D) reimburse the District pursuant to Paragraph VII of this agreement for the cost of any repairs that are necessary to keep the sensor and any related equipment functioning properly but which are not weather-related or necessary to correct mechanical defects;

VI. **Sole Authority to Repair or Remove of Sensor and Associated Equipment, and to Collect Data.** The District shall have the sole authority to repair or remove the sensor and any associated equipment, and to collect data from the sensor, unless the Parties enter into alternative arrangements.

VII. **Invoicing and Payment of Certain Repair Costs.** The District shall provide the Owner with an invoice for the costs of any repairs that are necessary to keep the sensor and any related equipment functioning properly but which are not weather-related or necessary to correct mechanical defects within 60 days of the District having performed such repairs. The Owner shall pay any such invoice in full within 60 days of receipt.

VIII. **Termination.** Either Party shall have the right to terminate this Agreement by providing 30 days advanced notice in writing to the other Party sent the person designated to receive notices in this Agreement.

- IX. **Notices.** Any and all notices or invoices required to be provided under this agreement shall be sent to the following persons/addresses:

To the District:

General Manager  
Medina County Groundwater Conservation District  
1607 Avenue K  
Hondo, Texas 78861

To the Owner:

City of Devine  
303 South Teel, Devine, TX 78016

- X. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein created, and supersedes any and all prior agreements, arrangements, or understandings between the Parties. There are no oral understandings, statements, promises or inducements not set forth in this Agreement. This Agreement cannot be changed or terminated orally. No warranties, representations, covenants, amendments, understandings or agreements not expressly set out in this Agreement shall be binding upon the Parties.
- XI. **Default.** Upon the default or breach of the terms of this Agreement, the non-defaulting party shall be entitled to all rights and remedies available to it at law or in equity in the State of Texas. Upon default by the Owner, the District shall be entitled to enter the Property and take all action necessary to remediate any defect in the sensor, at the Owner's expense, on the Well and modify the Well to permit legal withdrawals to be made and in the event Owner fails to pay for any remediation costs or prevents the District from using the sensor or gaining access thereto the District may seek an injunction or any other relief, at law or in equity, to which it may be entitled to prevent illegal withdrawals from being made.
- XII. **Effective Date; Term.** This Agreement becomes effective on the date it is signed by the last signing Party, and shall continue in full force and effect for ten years from the effective date, unless either of the Parties exercises its right to terminate the Agreement prior to that date in accordance with Paragraph VIII.
- XIII. **Survival of Rights.** It is specifically agreed that, upon expiration or termination of this Agreement, the provisions of this Agreement shall so survive and the District's rights of access provided for under Paragraph V(C) that are needed in order solely to complete the removal of the sensor and associated equipment, shall survive such termination and continue in full force and effect thereafter.
- XIV. **Ownership.** The ownership of the Property and the Well remain in the Owner. Nothing in this Agreement shall be construed to give or obligate the District in any way with regard to the ownership or operation of the Well except as already set

forth under applicable laws and regulations and this Agreement. All responsibility and obligations relating to the Well remain in the Owner. The ownership of the sensor and any associated equipment shall remain with the District.

- XV. **Governing Law.** This Agreement shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper court in Medina County, Texas.
- XVI. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The duties, rights, and obligations of the Owner shall be assigned to and become the duties, rights, and obligations of any assignee or transferee of the Property without the need of any further action by the Parties. This Agreement constitutes an obligation that runs with the land.
- XVII. **Severability.** The invalidity of any provision or provisions of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Agreement affect the balance of such provision.
- XVIII. **Non-Waiver of Immunity.** Nothing in this Agreement is intended as any waiver by the Owner or the District of any immunity from suit to which they are entitled under Texas law.
- XIX. **Additional Survival.** Termination of this Agreement for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Agreement or at law or in equity, or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Agreement shall survive any termination of this Agreement.
- XX. **Authority to Contract.** Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Agreement; (2) this Agreement has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Agreement and to enable that Party to enter into and comply with the terms and conditions of this Agreement; (4) the person executing this Agreement on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Agreement.



**Exhibit A**

Gift Deed, Document 280-47021, Book DR, Vol. 218, Pages 179-181, Medina County,  
Texas