

Minutes
Special Council Meeting
January 27, 2014

On this 27th day of January 2014, at 12:00 Noon, the City Council of the City of Devine convened in a Special 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 Hal Lance
Aldерwoman Gina Champion
Aldерwoman Kathy Wilkins
Alderman Steve A. Lopez

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

Personnel present: Gary L. Pelech, City Administrator; and Ofilia Pedroza, Assistant City Secretary.

Others present: K. K. Calame, Devine News; Ann Chen, Medina Valley Times; Cynthia Morales, Terri Wells, Kandi Darnell, Chad Quisenberry, and Nancy Pepper, Devine ISD; Mary Jane Balderrama, Linda Kreinhop and Sonia J. Lance, of Devine, Texas.

Mayor Herring, presiding, called the meeting to order.

The sole order of business was to discuss and consider entering into an Interlocal Agreement between the City and the Devine ISD for the Tennis Courts.

Mayor Herring read the entire Interlocal Agreement out loud and then asked for comments from City Council and the floor.

Alderman Lance asked the following questions:

- What is the anticipated cost to the City?
- If this passes the way it is written, is there any chance we can get a reciprocal agreement to take care of maintenance on our City Streets? Because they use our city streets!
- And what percent of non-school affiliated students and employees use the tennis courts?

Mayor Herring's response was that it is unknown what the cost will be to the City; it will be done on a yearly basis. He said he could only give out the cost of our electricity bill which at the present time is approximately \$2,200.00 a year; divided by three would be around \$700.00 more or less. In reference to a reciprocal agreement to take care of maintenance on our city streets, he told Alderman Lance that that was a completely different situation. He said he thought that was a good point but didn't think that was going to happen, and added that this was only his opinion. Mayor Herring also said he did not have an answer regarding the percentage of non-school affiliated students and employees who use the tennis courts. He then asked for input from the school to see if they could answer. Some of the comments made were as follows:

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- Kandi Darnell (Tennis Coach) – It’s a variable you really can’t count on because there’s no one there to determine who comes in on or off the courts; we even have people come in from out-of-town. When we’re not there, anybody can use the courts anytime they want.
- Cindy Morales (Devine ISD School Board President) – She’s seen people use it at any time of the day or night and on weekends. She stated that years ago the Chamber donated money for the tennis courts. It was built for the use of the school but she believes it’s also a nice facility for our citizens to utilize. She did not know a percentage.
- Mary Jane Balderrama – The “unknown” is not a good answer. We should have data and specific proof before we jump into something. The City should focus on other areas that are used more by the citizens; for example, the walking path at the city park. She collected some signatures from citizens who are opposed to this.

Mayor Herring gave a brief history of an agreement that was done back in 1984 approximately, but it was never signed. He said the gist of it was to allow each entity (city, school, county) to share the cost of 33% each or 1/3 each. He explained it was drawn up so that the city would be doing four things, the county doing three, and the school doing two things but it was never signed.

Alderwoman Champion inquired as to how the City would be notified of the cost. She knows this is just for the tennis courts but if something needs to be done for the future, she asked if we would have advance notice of what the cost will be to allow us to put it on the agenda to agree upon, rather than just get a bill. She just wanted it to be clear.

Cindy Morales, School Board President, said yes, and explained that in their policy, anything under \$50,000, they give authority to the Superintendent to go out for bids, and she still notifies the Board. If they enter into some type of agreement with whatever percentage the City decides to do, they can tweak that and anything that was done in this agreement; they would get bids and forward the information. She explained that they have to vote on it just like the City does.

Alderwoman Champion then inquired if the electrical bills would be included in those costs as well.

Mrs. Morales stated that to her understanding, the tennis courts need to be resurfaced first because there are several gaps; the last time they were resurfaced, the school paid for all of it. She said that her understanding through Mrs. McAnelly was that the City has paid the electric bill and the school has done all the maintenance, upkeep and operation of it.

Mayor Herring explained that the City did have a plan in the late ‘70s, early ‘80s for a massive sports complex with a community center, a recreation facility, gazebos, and four or five baseball fields. That was the original plan that we signed off on, and that was to be built in the general area which would encompass a huge amount of land, more than we have now. He explained that when the City applied for it, we only received \$49,000.00 which of course was not enough to even begin the project. So when the money was getting ready to expire, the \$49,000.00 was put on the tennis courts with the county, city and school employees working on that. He said that is the only thing we found that we signed, the so-called city park that never came about.

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Mrs. Sonia J. Lance stated that we pay taxes to help operate our schools. She commented that she doesn't see why somebody just can't go out there, break down the cement, move it out, and fill it in to play tennis. She also inquired that if we go through with this, if we are going to have to subsidize every athletic situation that goes on over there.

Mayor Herring stated that according to how the agreement reads, this only applies to the tennis courts and is limited to the tennis courts because it goes back to the 1984 agreement in which the original idea was that the three entities built it, the three entities would work up a contract where they would share equally in the maintenance and repair of it; it was a combined effort to be maintained by the three entities.

City Attorney Tom Cate clarified that Mayor Herring was correct in that this only applies to the tennis courts.

Mrs. Lance also commented that most facilities that are open to the public have something there where the public puts money in to turn the lights on. She inquired why we didn't have that.

Mayor Herring responded that he couldn't answer that, other than the fact that this was a combined effort on the part of three taxing entities, the City of Devine, Medina County and Devine ISD to build and maintain this. We built it, but we have never agreed on a written contract as to who owes what on this. The Mayor added that he did not know how or why the City entered into the agreement to pay the entire electric bill. He said that was one of the proposals on the original agreement but nothing was ever signed.

Linda Kreinhop, from the floor, then inquired when the last time was that there was any maintenance done to these tennis courts, and even the maintenance and upgrade that is being discussed now, she said, there's got to be some kind of ballpark figure that we have in mind.

Cindy Morales, School Board President, stated that she thought Mrs. McAnelly had given the City the estimate amount to resurface the tennis courts and we should have that. She also added that if the City decides to opt out and if the school is going to be paying for all of this, then they would need to lock the gate and it would only be used for City. If that's something the City Council doesn't want to have available to the citizens of Devine, then the school is going to have to take over completely. If the City is not going to do it, then they (the school) have to do it, and locking the gates would be a position that they would need to consider, and it wouldn't be available to the citizens.

Mayor Herring said he understood that was her right and privilege. He used the Community Center as comparison. He explained that we lock it up even though it was paid for by city funds and taxes, and we rent it out. But, he said, on the other hand, if you lock us out, the city will not pay the electric bill.

Brief discussion was held on tennis and golf both being wonderful lifetime sports and how fortunate the city is to have a golf course, even though the golf program is by membership.

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Cindy Morales added that all she is saying is that if it's something that the city does not enter into agreement, the school may have to lock it down. She said it's something that the school district and trustees, along with input from their athletic directors, would need to consider.

Alderman Lance commented that he remembers several years ago County Commissioner Jerry Beck saying that the county cannot pay anything, and asked if we could get some input from the county.

Mayor Herring stated that may be correct but added that we can only act upon what we sign; he said the county would have to consider this as well as Devine ISD.

Alderwoman Gina Champion stated that it would have to be presented to the County Commissioners Court for discussion. They have two meetings a month; the second and fourth Monday of each month.

Discussion was held again on the three entities sharing the cost of one-third each.

Kandi Darnell, tennis coach, held discussion with Council on the estimate of resurfacing the tennis courts being approximately \$21,000 which should occur every seven years or so. She said this hasn't been done; the last time it was done, the school incurred all costs. She said that, in fact, as far as she knows, the school has incurred most of the costs because when the kids cut the nets, it's been coming out of her budget which is \$2,000. She said that if the city is paying \$3,000 for lights, they are still buying nets for \$2,000 and she's had to replace them four times. She spoke of a retaining wall that had to be built, which the school did themselves, and cleaning maintenance has been done by the school. She stated that, as far as she knows, most of the work has been done by the school with the exception of the original cost. She explained that the nets can stay up three to four years but because there was some vandalism with the nets last year, she had to replace all four; she said when we leave it open for everyone to use, those things happen. She briefly discussed insurance and deductibles which also comes out of her budget.

Alderman Lance commented that he still feels we have too many unknowns to do anything.

Mayor Herring stated that the City's share for the resurfacing will be \$7,000 (\$21,000 split three ways). Nets are being replaced every three years at \$2,000.00. He said he wasn't sure of the usage cost unless we did a survey over there.

Alderwoman Champion suggested that if the City could put away \$1,000.00 each year in our budget towards this, and be able to roll it over, we would have our share of \$7,000.00 budgeted when the next seven years comes along, and it wouldn't be a lump sum.

Mayor Herring stated that the initial cost would have to be a lump sum and we can amend the budget for that.

Alderwoman Wilkins added that we only do this for our one-third portion because if one entity cannot pay their share, the City shouldn't have to pay their part either.

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Mayor Herring asked City Attorney Tom Cate if all three entities needed to sign off on it, in order for this to be legal.

According to City Attorney Tom Cate, it could be signed by only the School and the City if we wanted to do that; it would depend upon what this Council decides to do – pay half or one-third. We would only be responsible for whatever we agree to and we can vote on it. Mr. Cate explained that right now the dialog has been that it's going to involve all three entities; we've been basing all of this on the City, County and the School.

Mayor Herring then asked City Attorney Tom Cate if he would need to re-write part or all of this to specify one-third.

City Attorney Tom Cate suggested that we could make it contingent upon what the School and what the County decides, and we could revisit the issue at another meeting. According to Mr. Cate, the City is the first entity to take any action on this.

Cindy Morales, School Board President, said that their meeting will be on Wednesday. So that's when they will be discussing it, and it then will go to the County.

Mayor Herring asked for any more comments from the public.

Coach Darnell stated that since we were concerned about the lighting, she wanted to add that they use the lighting only on a very limited basis; she said she has a bypass and she only uses it when she needs to use it. She also explained there is a button but it doesn't always work, and the lights basically go on after the sun has gone down. The lights also only stay on for about an hour and will stay on longer if someone tampers with the button. She also suggested the City could put a meter, which would be fine, but told the Council to take into consideration that it could be vandalized because that is just what happens, and it could end up costing more to have it replaced. She wanted the City to know that she never leaves the lights on after their practices; it's mostly the city that uses the lights.

Linda Kreinhop then inquired on what would happen if we don't enter into an agreement.

Mayor Herring suggested that she attend the school board meeting and the commissioners' court meeting.

Motion by Alderwoman Champion, seconded by Alderwoman Wilkins to enter into an agreement contingent upon what the School and County decide.

Ayes	--	Two (Alderwomen Champion, Wilkins)
Nays	--	Two Aldermen Lopez, Lance)
Absent	--	One (Alderman Valdez)
Mayor	--	To Break Tie Motioned with the Ayes

Motion carried.

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

Ayes	--	Three
Nays	--	None
Absent	--	One (Alderman Valdez)

Motion carried.

Mayor

City Secretary