1. 5:30 P.M.  Special City Council Meeting

Documents:

COUNCIL MEETING AGENDA.PDF
SETTING PUBLIC HEARING DATE FOR BUDGET.PDF
RIDING AND ROPING CLUB LEASE.PDF
AGENDA
CITY OF SINTON
SPECIAL CITY COUNCIL MEETING
DATE: August 29, 2023      TIME: 5:30 P.M.

CITY HALL

Notice is hereby given that a Special Council Meeting will be held by the governing body of the above-named City on the 29th day of August, 2023 at 5:30 p.m. in the Council Chambers, City Hall, 301 East Market Street, Sinton, Texas. The items below are placed on the agenda for discussion and/or action.

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meeting.

A. CALL TO ORDER
B. INVOCATION
C. PLEDGE OF ALLEGIANCE
D. PLEDGE TO TEXAS FLAG
E. ROLL CALL

____ MAYOR EDWARD ADAMS
____ MAYOR PRO TEM MARY SPEIDEL
____ COUNCILMEMBER NATHAN LINDEMAN
____ COUNCILMEMBER DANNY DAVILA
____ COUNCILMEMBER GREG YBARRA
____ CITY MANAGER JOHN HOBSO
____ CITY ATTORNEY DESIREE VOTH
____ CITY SECRETARY CATHY DUHART
____ UTILITY CLERK ANGELA MONTEMAYOR

F. PUBLIC HEARING

G. CITIZENS TO BE HEARD WITHOUT DISCUSSION ON ITEMS NOT APPEARING ON THE AGENDA
Neither the City Council nor the Staff is legally permitted to respond to citizen comments, questions, requests or proposals at the time of the meeting. A member of the City Council or the City Manager may place an item on the agenda of a future City Council workshop or meeting to legally do so. If that is done, the audience member seeking a response will be given advance notice. (Citizens, please sign in. **Those wishing to address the Council are asked to complete the Request to Speak form. Please return the completed form to the City Secretary prior to the meeting. 3 minutes please**) 

H. NEW BUSINESS

1. Discussion and action on setting September 19, 2023 at 6:00 pm as the date for the Public Hearing for the City of Sinton Budget for the 2023-2024 Fiscal Year.
2. Discussion and action on renewing the lease agreement with the Riding and Roping Club for a term of three (3) years commencing July 18, 2023 and ending July 18, 2026.

I. ADJOURNMENT

Executive Session: The City Council of the City of Sinton reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), and 551.087 (Economic Development).

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the City of Sinton official website, [www.cityofsinton.org](http://www.cityofsinton.org) and official bulletin board, places convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, in compliance with Chapter 551, Texas Government Code.

Cathy Duhart, City Secretary

Date & Time Posted: 8/17/2023 9:00 am Taken Down: ________________ am/pm

Notice of Assistance at the Public Meetings: The City Council Chamber is wheelchair accessible. Persons with special needs who plan to attend this meeting and who may need assistance should contact City Hall at 361-364-2381 two (2) days prior to the meetings so that appropriate arrangements can be made.
## 2023-2024 Budget Planning Calendar

### City of Sinton

*(All meeting dates are highlighted in yellow)*

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>April-May</td>
<td>Mailing of notices of appraised value by chief appraiser.</td>
</tr>
<tr>
<td>April 30</td>
<td>The chief appraiser prepares and certifies to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.</td>
</tr>
<tr>
<td>May 15</td>
<td>Deadline for submitting appraisal records to ARB.</td>
</tr>
<tr>
<td>July 20 (Aug. 30*)</td>
<td>Deadline for ARB to approve appraisal records.</td>
</tr>
<tr>
<td>July 25*</td>
<td>Deadline for chief appraiser to certify rolls to taxing units.</td>
</tr>
<tr>
<td>August 22, 2023</td>
<td>Deadline to call for an election.</td>
</tr>
<tr>
<td>August 29, 2023</td>
<td>Deadline to adopt a tax rate above the voter-approval tax rate.</td>
</tr>
<tr>
<td>August 4, 2023</td>
<td>Publication of no-new revenue and voter-approval tax rates on tax office and appraisal district websites; submission to governing body.</td>
</tr>
<tr>
<td>August 11, 2023</td>
<td><strong>City of Sinton Fiscal Year 2023-2024 Budget Due to City Secretary</strong></td>
</tr>
<tr>
<td>August 11, 2023</td>
<td>Post 72-hour notice for City Council to have meeting to set the proposed tax rate for 2023-2024 Fiscal Year.</td>
</tr>
<tr>
<td>August 15, 2023</td>
<td>Meeting of City Council to discuss tax rate; take record vote and schedule public hearing or meeting (as required), for 2023 Tax Rate, at 6pm. Notice will run on August 24, 2023.</td>
</tr>
<tr>
<td>August 25, 2023</td>
<td>Post 72-hour notice for City Council to set date for Public Hearing for 2023-2024 Fiscal Year Budget. (Open Meetings Notice)</td>
</tr>
<tr>
<td>August 29, 2023</td>
<td>Special City Council meeting at 5:30 pm to set date for Public Hearing for 2023-2024 Fiscal Year Budget.</td>
</tr>
<tr>
<td>August 31, 2023</td>
<td>City Secretary will send Notice for Public Hearing for 2023-2024 Fiscal Year Budget to Newspaper and publish on website. The notice will run on September 7, 2023.</td>
</tr>
<tr>
<td>September 8, 2023</td>
<td>Post 72-hour notice for Tax Rate Public Hearing (Open Meetings Notice).</td>
</tr>
<tr>
<td>September 12, 2023</td>
<td>Tax Rate Hearing (Open Meetings Notice).</td>
</tr>
<tr>
<td>September 15, 2023</td>
<td>Post 72-hour notice for meeting at which governing body will adopt FY 2023-2024 Budget and 2023 Tax Rate (Open Meetings Notice)</td>
</tr>
<tr>
<td>September 19, 2023</td>
<td>City Council Meeting to adopt FY 2023-2024 Budget – Must adopt budget PRIOR to tax rate. Also meeting to adopt tax rate, if rate was not adopted at previous Public Hearing/Meeting. Meeting is within 7 days of Public Hearing/Meeting. Taxing unit must adopt rate by September 29 or 60 days after receiving certified appraisal roll, whichever is later.</td>
</tr>
</tbody>
</table>

*Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day

**Advice of taxing unit legal counsel should be sought to determine how to fulfill the requirements of Sec.140.010 Local Govt. Code..
LEASE AGREEMENT

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

This writing evidences the entire agreement of its parties with respect to the property described below; it is made by The City of Sinton, whose address is 301 East Market, Sinton, Texas 78387, called City, and San Patricio Riding and Roping Club, whose address is 13572 Rob & Bessie Park Circle, Sinton, Texas 78387, called Lessee.

1. City has leased, let and demised, and does lease, let and demise to Lessee, this property located in the Rob & Bessie Welder Park near Sinton in San Patricio County, Texas:

7.155 Acre Tract of Land Within the Rob and Bessie Welder Park Commonly Known as the Rodeo Arena.

2. This lease shall be for a term of 3 years, commencing July 18, 2023, and ending July 18, 2026.

3. Lessee shall pay City as rent the aggregate of 3 Annual installments of $5.00 each, one payable September 1, 2023, and one on the same day each succeeding year thereafter until the rental has been fully paid.

4. Lessee’s Obligations: Lessee
   a. Shall pay all installments of rental when due;
   b. Shall use the property for Rodeos, practices, Meetings, Competitions, and Normal Club Activities, and for no other purposes;
   c. Shall neither misuse nor permit the misuse of the property;
   d. Shall permit no nuisance or unlawful condition to exist on the property;
   e. Shall comply with all laws, ordinances and regulations of lawful authority applicable to the property and its use;
   f. Shall make no major alterations, changes or improvements to the property without the prior written consent of City’s Chief Executive Officer. Any alterations, changes or improvements made to the property by Lessee shall belong to the property;
   g. Shall neither assign this lease nor sublet the premises without the prior written consent of City’s Chief Executive Officer;
   h. Has inspected the property and accepts the property in its present condition. City shall not be liable to Lessee nor to anyone else whosoever for any damage to person or property due to the property or any appurtenance thereof being improperly constructed, or being or becoming out of repair, nor for any damages from any defect or want of repair of any part of the property, and Lessee agrees to hold City harmless from all claims for any such damage;
i. Shall repair and maintain the property and all appurtenances now or later located on the property to keep them in good repair and in a neat and orderly condition at all times;

j. Obtain this insurance naming City as an additional insured with companies acceptable to City:
   1) Policies of comprehensive general liability insurance with limits of liability of not less than $500,000 per occurrence and $500,000 aggregate for bodily injury and $50,000 for property damage which Lessee shall maintain continuously in force during the term of this lease;
   2) Policies of comprehensive general liability insurance with limits of liability of not less than $500,000 per occurrence and $500,000 aggregate for bodily injury and $50,000 for property damage which Lessee shall maintain in force for the entire period of an activity of Lessee on the property. An “activity” is defined as any occurrence (excepting routine maintenance) engaged in by Lessee, its members, or others, as participants or spectators.

k. Shall allow City entry on the property at all times to inspect the property.

l. Shall comply with all performance standards contained in an attachment to this lease marked Exhibit A and with all special provisions contained in an attachment to this lease marked Exhibit B.

m. Additionally, Lessee shall maintain a minimum balance of $300.00 on deposit with City in a fund to guarantee performance of Lessee’s obligations. The fund will accrue no interest and City will hold it without bond in escrow. If Lessee does not perform any of its obligations then City may (but shall not be required to) perform or contract with others to perform the obligations and pay for them from money on deposit in the fund.

n. City’s source of title to the property is the will of R.H. Welder and a deed from his personal representative and devisees to City, dated May 28, 1954, and recorded in Volume 191 at pages 421-427 of the Deed Records of San Patricio County, Texas. The will contains these words, “I do direct, however, that all bonuses, rentals, royalties and other proceeds of any kind from such (oil, gas and mineral) leases, together with all income from park concessions and other income of any kind from the park shall be used and applied solely for the operation and maintenance of the said park.” Lessee shall do nothing to cause a violation of that direction.

5. City’s Obligations: City
   a. Covenants that if Lessee observes all of the provisions of this lease then Lessee may peacefully and quietly enjoy the use of the property during the term of this lease.

6. If Lessee shall default in any of Lessee’s obligations, (the parties agree that all of Lessee’s obligations are material obligations) then City may at City’s election pursue any of these alternative remedies: (1) City may re-take possession of the property and terminate this lease; (2) City may accept the breach by Lessee, re-take possession of the property, relet the property for all or a part of the remainder
of the term and sue for City's damages; or (3) City may pursue any other remedy provided by law.

7. If the property is wholly or partially taken by condemnation (or transferred in contemplation of condemnation), or the property is damaged or destroyed, and the remainder (if any) is fit for occupancy, this lease shall remain in force and the rent shall be reduced by a reasonable amount; but if the remainder (if any) is unfit for occupancy, this lease shall terminate.

8. City does not warrant that at the inception of this lease there are no latent defects in the facilities that are vital to the use of the premises for their intended commercial purpose nor that those essential facilities will remain in a suitable condition. Lessee waives warranty of suitability by City.

9. The obligations of City and Lessee shall be independent; none of them shall be mutually dependent.

10. Notices required or permitted by either party to the other shall be properly given if mailed to the party at the address shown in this lease.

11. Sharon Squyres, whose address is 8909 Co Rd 2495, Sinton, Texas 78387, (361)543-6994, email address: spcrrc@comcast.net, has authority to act on behalf of Lessee for all matters arising out of this lease. The authority shall continue until City shall have received from Lessee a written communication satisfactory to City designating another representative.

12. No waiver by City of any default by Lessee shall be a waiver of any other default by Lessee.

13. All obligations of both parties to this lease shall be performed in San Patricio County, Texas.

14. Time is of the essence of each of the provisions of this lease.


ATTEST: THE CITY OF SINTON

_________________________________ By: ______________________________
City Secretary Its Mayor

_________________________________
City of Sinton

Lessee
Exhibit A  
(Performance Standards)

LESSEE SHALL:

a. Keep all grass areas mowed to a height of six inches (6").

b. Keep all buildings in a state of good repair.

c. Paint all buildings one time during the term of the lease.

d. Chip and paint rust from steel structures throughout the term of the lease.

e. Pick up litter after each use of facility.

f. Correct any hazardous condition immediately when found or notified of such condition.
Exhibit B
(Additional Provisions)

a. The City reserves the right to request the use of the facility when this would not interfere with use by the Lessee. The Lessee will not be held responsible for repair of damages by such use. The City will return use of the facility in a condition as good as or better than prior to such use.

b. The Lessee shall furnish all materials, equipment, and labor for necessary maintenance.

c. Paint colors for all buildings will be approved by the Sinton Parks Board so as to keep all areas of the park in a uniform or harmonizing nature.

d. The Lessee will furnish a statement of revenues and expenditures annually and proof of filing the organization’s tax returns as required by law.