1. 5:45 P.M. Special City Council Meeting

Documents:

AGENDA.PDF
RESOLUTION ECOR.PDF
RESOLUTION CITY PARADE.PDF
RESOLUTION SCHOOL PARADE.PDF
AGENDA
CITY OF SINTON
SPECIAL CITY COUNCIL MEETING
DATE: October 9, 2023      TIME: 5:45 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 9th day of October 2023 at 5:45 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 HORSON
_____ CITY ATTORNEY DESIREE VOTH
_____ CITY SECRETARY CATHY DUHART
_____ UTILITY CLERK ANGELA MONTEMAYOR

F. PUBLIC HEARING
G. SPECIAL REPORTS/PRESENTATIONS/FORMAL ANNOUNCEMENTS, RECOGNITION, AND REPORTS THAT MAY BE DISCUSSED:

H. 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**)

I. NEW BUSINESS

1. CONSIDER AND ACTION ON A RESOLUTION NO. 20231009 RESOLUTION REGARDING REQUEST OF ECOR GLOBAL, INC. FOR THE ISSUANCE OF ONE OR MORE SERIES OF PRIVATE ACTIVITY BONDS AND INDUCEMENT THEREOF; AUTHORIZING THE FILING OF ONE OR MORE APPLICATIONS FOR REQUIRED DESIGNATIONS OR ALLOCATION OF
VOLUME CAP; AND AUTHORIZING OTHER ACTIONS, REQUESTS, APPROVALS AND CONSENTS RELATED THERETO.

2. Discussion and action on RESOLUTION NO. 20231009-1, A RESOLUTION OF THE CITY COUNCIL OF SINTON, TEXAS ESTABLISHING THAT QUALIFYING PUBLIC EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE TO TEMPORARILY CLOSE THE STATE’S RIGHT OF WAY. (Illuminated Christmas Parade)

3. Discussion and action on RESOLUTION NO. 20231009-2, A RESOLUTION OF THE CITY COUNCIL OF SINTON, TEXAS ESTABLISHING THAT QUALIFYING PUBLIC EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE TO TEMPORARILY CLOSE THE STATE’S RIGHT OF WAY. (Sinton ISD 2023 Homecoming Parade)

J. 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.sintontexas.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: 10/6/2023 8:50pm 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.
RESOLUTION REGARDING REQUEST OF ECOR GLOBAL, INC. FOR THE ISSUANCE OF ONE OR MORE SERIES OF PRIVATE ACTIVITY BONDS AND INDUCEMENT THEREOF; AUTHORIZING THE FILING OF ONE OR MORE APPLICATIONS FOR REQUIRED DESIGNATIONS OR ALLOCATION OF VOLUME CAP; AND AUTHORIZING OTHER ACTIONS, REQUESTS, APPROVALS AND CONSENTS RELATED THERETO

WHEREAS, the Sinton 4A Development Corporation (the “Corporation”) is authorized by the Development Corporation Act, Chapter 501, et seq., of the Texas Local Government Code, as it has been or may be amended (the “Act”), to issue revenue bonds for the purpose of paying all or part of the cost of a “project,” as defined (or to be defined) in the Act, and to sell or lease the project to others or to loan the proceeds of the bonds to others to finance all or part of the cost of the project; and

WHEREAS, ECOR Global, Inc., a California corporation or an affiliate or subsidiary thereof or a related person thereto (the “User”), desires to finance the Project (as hereinafter defined) with the proceeds of revenue bonds of the Corporation (the “Bonds”), which Bonds will be repaid by the User upon terms and conditions in accordance with the Act and the applicable provisions of the Internal Revenue Code, as amended (the “Code”), including, but not limited to Section 142(a)(6) of the Code relating to solid waste disposal facility bonds; and

WHEREAS, the Corporation reasonably expects to authorize the issuance and sale of its tax-exempt obligations and its taxable obligations, to the extent permitted by law, to provide funds to defray all or part of the cost of acquiring, constructing, rehabilitating, developing, expanding, renovating, improving and equipping certain capital improvements, infrastructure, land and equipment and pay related financing costs with respect to solid waste disposal facilities that constitute industrial or other facilities eligible under the Act and are located in Sinton, San Patricio County, Texas, as more particularly described in Exhibit A hereto, which may constitute one or more projects (collectively, the “Project”), any of such facilities to be constructed or owned by or to be leased or sold to the User; and

WHEREAS, the User has made payments with respect to the acquisition, construction, rehabilitation, development, improvement and equipping of the Project and expects to make additional payments in the future and desires that it be reimbursed for such payments and other costs associated with the Project from the proceeds of one or more series of tax-exempt or taxable obligations to be issued by the Corporation subsequent to the date hereof; and

WHEREAS, the Corporation desires to reimburse the User for some or all of the costs associated with the Project, but solely from and to the extent, if any, of the proceeds of tax-exempt or taxable obligations to be issued subsequent to the date hereof; and
WHEREAS, at the request of the User, the Corporation reasonably expects to incur debt in the form of tax-exempt obligations for purposes of paying the costs of the Project; and

WHEREAS, at the request of the User, the Corporation may issue one or more series of Bonds in the form of taxable obligations for purposes of paying costs of the Project; and

WHEREAS, one or more public hearings with respect to the Project and the Bonds (as defined herein) will be held in accordance with Section 147(f) of the Code by a duly appointed hearing officer(s) of the Corporation or of other applicable elected representatives at the times and locations to be determined by such hearing officers, and notice of such hearings will be published or otherwise disseminated in accordance with the requirements of Section 147(f) of the Code in each location as may be required thereunder.

WHEREAS, the City Council of the City of Sinton, Texas (the “Unit”) has authorized and approved creation of the Corporation to act on behalf of the Unit for the public purposes described in the Act; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SINTON 4A DEVELOPMENT CORPORATION THAT:

Section 1. The Corporation reasonably expects to reimburse the User for all costs (“Costs of the Project”) that have been or will be paid subsequent to the date that is 60 days prior to the date hereof in connection with the acquisition, construction, rehabilitation, development, expansion, renovation, improvement and equipping of the Project, to the extent permitted by law, from the proceeds of one or more series of tax-exempt or taxable obligations to be issued from time to time subsequent to the date hereof (collectively, the “Bonds”), in an amount which is reasonably estimated to be sufficient: (a) to fund one or more loans to provide financing for the acquisition, construction, rehabilitation, development, expansion, renovation, improvement and equipping of the Project, including reimbursing the User for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof in connection with the acquisition, construction, rehabilitation, development, expansion, renovation, improvement and equipping of the Project; (b) to pay for capitalized interest, if any, on the Bonds; (c) to fund certain reserves, if any, for the benefit of the holders of the Bonds or for the benefit of the Project; and (d) to pay certain costs incurred in connection with the issuance of the Bonds.

Section 2. Based on representations of the User, the Corporation reasonably expects that (i) the maximum principal amount of debt issued to reimburse the User for the Costs of the Project in connection with the approval and adoption of this inducement resolution will not exceed $100,000,000; and (ii) the Project will contribute to the economic growth or stability of the Unit, is required or suitable for the development, retention or expansion of industrial facilities and will create or retain “Primary Jobs” (as currently defined in the Act). For the avoidance of doubt, the amount set forth in this Section 2 refers only to the amount of proceeds of debt to be used for reimbursement, and it does not limit the total amount of Bonds or other debt that may otherwise be issued to finance costs of the Project, to pay costs of issuance or to be used for other eligible purposes. Any premium received, paid or payable on the sale of the Bonds will not be counted against the Reimbursable Amount.
Section 3. As induced hereby, the User may commence or continue with the acquisition, construction, rehabilitation, development, expansion, renovation, improvement and equipping of the Project, which Project will be in furtherance of the public purposes of the Corporation and the Unit as aforesaid, and the User has provided or will provide, or cause to be provided, at its expense, the necessary interim financing to expedite the commencement of the acquisition, construction, rehabilitation, development, expansion, renovation, improvement and equipping of the Project. On or prior to the issuance of the Bonds, the User will enter into one or more purchase, lease or loan agreements on an installment payment basis with the Corporation under which the Corporation will sell or lease the Project to the User or make one or more loans to the User for the purpose of reimbursing the User for the Costs of the Project and the User will make installment payments sufficient to pay the principal of and premium (if any) and interest on the Bonds. The Bonds shall never constitute an indebtedness or pledge of the faith and credit of the State, of the Unit or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall be payable from the funds of the Corporation derived from or in connection with the sale or lease of the Project or the loan of the proceeds of the Bonds.

Section 4. On receipt of the opinion of nationally recognized bond counsel acceptable to the Corporation, that interest paid on the Bonds, as applicable, is exempt from federal income taxation, and satisfaction of such other conditions as may be imposed by the Corporation, the Corporation hereby agrees and commits to issue, pursuant and subject to the terms of the Act, the Bonds, or from time to time the portion thereof as may be the subject of an opinion as aforesaid, in an appropriate principal amount not exceeding that which is the subject of an opinion as aforesaid, maturing in such amount and times, bearing interest at the rates, payable on the dates and having such optional and mandatory redemption features and prices as are approved in writing by the User. The Corporation will deliver the Bonds to the purchaser or purchasers designated by the User and will cooperate to the fullest extent in facilitating delivery of the Bonds. The agreement of the Corporation to issue the Bonds on a tax-exempt basis is specifically subject to the ability of the Corporation to issue such Bonds in compliance with the designation provisions of the Code.

Section 5. The Bonds may be issued in one or more series from time to time as the User shall request in writing; provided, however, that the Bonds may be issued only in an aggregate principal amount that will not exceed the amount which is the subject of the opinion described in Section 4 above. A request in writing for issuance of one or more series of Bonds shall not affect the obligation hereunder of the Corporation to issue the remaining Bonds as written requests therefor are received. The proceeds of the Bonds or portions thereof whether or not issued in a series, any of which are to be issued as a tax-exempt obligation, shall not be invested so as to cause such Bonds or any portion thereof to be arbitrage bonds within the meaning of Section 148 of the Code, and applicable regulations promulgated pursuant thereto.
Section 6. Subject to the requirements of applicable law, including but not limited to the Act, and the conditions set forth in Sections 2 and 4 above, the Bonds may also be issued as taxable obligations in one or more series from time to time as the User may request of the Corporation in writing.

Section 7. The payment of the principal of and premium, if any, and interest on the Bonds shall be made solely from moneys realized from the Project or from moneys realized from the loan of the proceeds of the Bonds to reimburse the User or otherwise provide for Costs of the Project.

Section 8. The Costs of the Project may include any cost of acquiring, constructing, rehabilitating, developing, expanding, renovating, improving and equipping the Project, subject to the limitations of the Code and the Act. The User shall (i) be responsible for and pay any Costs of the Project incurred by it prior to issuance of the Bonds and will pay all Costs of the Project which are not or cannot be paid or reimbursed from the proceeds of the Bonds and (ii) at all times, indemnify and hold harmless the Corporation, its Board of Directors, the Unit and its City Council, and, if applicable, the Office of the Governor of the State of Texas, Economic Development and Tourism Division and any other division of such office against all losses, costs, damages, expenses and liabilities of whatsoever nature (including but not limited to attorneys’ fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the issuance, offering, sale or delivery of the Bonds, or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project.

Section 9. Neither the User nor any other party is entitled to rely on this Resolution as a commitment to loan funds, and the Corporation reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Corporation shall not be subject to any liability or damages of any nature. Neither the User nor any one claiming by, through or under the User shall have any claim against the Corporation whatsoever as a result of any decision by the Corporation not to issue the Bonds.

Section 10. The Corporation acknowledges that financing of all or any part of the Project may be undertaken by any company or partnership that is a "related person" to the User within the meaning of the Code and applicable regulations promulgated pursuant thereto, including any entity controlled by or affiliated with the User and that upon completion the Project may be leased to an affiliate of the User.

Section 11. This Resolution constitutes the Corporation’s official intent for expenditures on Costs of the Project which will be reimbursed out of the issuance of the Bonds that are tax-exempt obligations within the meaning of Section 1.150-2 of the Treasury Regulations, and applicable rulings of the Internal Revenue Service thereunder, to the end that such Bonds issued to reimburse Costs of the Project may qualify for the exemption provisions of the Code, and that the interest on such Bonds will therefore be excludable from the gross income of any holder thereof under the provisions of Section 103(a) of the Code.

Section 12. For purposes of satisfying any public notice or hearing requirements, including those in Section 147 of the Code, that may be a condition to the issuance of the Bonds, the Corporation hereby authorizes its President or other Corporation officer to prepare and publish
such public hearing notices, appoint or designate such public hearing officers as needed and conduct such public hearings, all in accordance with applicable law. In addition thereto, the Corporation hereby authorizes and approves the filing of one or more applications for designation of the Bonds to be issued as tax-exempt obligations and the Project or allocation of volume cap, as described herein pursuant to the applicable federal bond program or regulation, including but not limited to, filing one or more or such applications with the Texas Bond Review Board, and any officer or director of the Corporation and Bond Counsel are each hereby authorized to execute and deliver such applications and to take any and all other actions related to such applications or necessary or desirable to carry out the provisions of this Resolution. For purposes of requesting an allocation of volume cap under Section 146 of the Code, if and as applicable, the Corporation hereby authorizes its President or other Corporation officer and also Bond Counsel to request such allocation, and further hereby authorizes such application for allocation to be filed in multiple program years and from time to time as may be necessary or appropriate to obtain an allocation for each series of bonds issued pursuant to this Resolution.

Section 13. The engagement of McCall, Parkhurst & Horton, LLP as Counsel to the Issuer, and the engagement and use of Creighton, Fox, Johnson & Mills, PLLC as Bond Counsel in connection with the Project and issuance of the Bonds is approved. The President of the Board of Directors of the Issuer is hereby authorized to enter into and execute, in the name of and on behalf of the Issuer, an engagement letter with each firm with respect to the provision of services to the Issuer, in such forms as may be approved by the President. By the acceptance of this Resolution and proceeding with the Project, the User hereby agrees that (i) it will fully indemnify and hold the Corporation harmless from any and all damages, losses, and reasonable expenses, including attorneys’ fees, arising at any time from or with respect to the Project (except those resulting from willful misconduct of the Corporation), and (ii) it will pay or reimburse the Corporation for all reasonable and necessary out-of-pocket expenses, including attorneys’ fees and expenses and the fees and expenses of other consultants, which the Corporation may have incurred at the request of the User arising from the performance or attempted performance by the Corporation of its obligations hereunder.

Section 14. This Resolution may be assigned, at any time, in whole or in part, to the Governmental Unit.

Section 15. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 16. The Board of Directors of the Corporation hereby finds, determines and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon.

Section 17. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board of Directors.
Section 18. All resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 19. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board of Directors hereby declares that this Resolution would have been enacted without such invalid provisions.

Section 20. All other actions taken, requests made, and approvals and consents given by any officer of the Corporation, heretofore or hereafter, that are consistent with the terms, purposes and intent of this Resolution are hereby authorized, ratified and confirmed.

Section 21. This Resolution shall become effective immediately.

PASSED AND APPROVED this 9TH day of October, 2023.

SINTON 4A DEVELOPMENT CORPORATION

By: ________________________________
Name: ______________________________
Title: ______________________________

ATTEST:

Name: ______________________________
Title: ______________________________
EXHIBIT A

DESCRIPTION OF PROJECT

The User intends to finance or refinance the costs of acquiring, constructing, rehabilitating, developing, expanding, renovating, improving and equipping capital improvements, equipment, land and infrastructure and pay related financing costs with respect to solid waste disposal facilities that will process agricultural waste to manufacture and produce recyclable composite plywood. The facilities consist of buildings, structures, machinery, equipment, utilities, and support systems and components and property that is functionally related and subordinate to the foregoing, to be acquired, constructed, improved, and installed at a site located at ______________________, Sinton, Texas, within the boundaries of the Corporation. The Project may also include acquisition and development of additional land located in or near Sinton, Texas and also located within the boundaries of the Corporation.
RESOLUTION NO. 20231009-1

A RESOLUTION OF THE CITY COUNCIL OF SINTON, TEXAS ESTABLISHING THAT QUALIFYING PUBLIC EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE TO TEMPORARILY CLOSE THE STATE'S RIGHT OF WAY.

WHEREAS, The City of Sinton, Texas, City Council wishes to cooperate with the State of Texas rules and procedures for temporary closures of the State Rights of Way along public roads; and

WHEREAS, it is the intent of the City of Sinton to be in complete compliance with the state laws; and

WHEREAS, the purpose of this Resolution is to ensure the efficient closure and reopening of the State Right of Way within the boundaries of Sinton; and

WHEREAS, the passage of this Resolution authorizes the local government to enter into an agreement with the Texas Department of Transportation for said purpose.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Sinton, Texas, that:

The City of Sinton does establish that for qualifying events that serve a public purpose, the city may execute agreements with the Texas Department of Transportation to ensure the safe and efficient execution of said events.

PASSED AND APPROVED on the 9TH day of October, A.D. 2023.

__________________________________________
Edward Adams, Mayor

ATTEST:

__________________________________________
Cathy Duhart, City Secretary
STATE OF TEXAS

COUNTY OF TRAVIS

AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Sinton, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Sinton Street from the corner of Pirate Boulevard to the corner of San Patricio Avenue, in San Patricio County; and

WHEREAS, the local government has requested the temporary closure of Texas Highway 188 (Sinton Street) from corner of Pirate Boulevard to the corner of San Patricio Avenue for the purpose of the City of Sinton 2023 Illuminated Christmas Parade on Thursday, December 7, 2023, from 6:45 P.M. to 8:00 P.M. as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 9th day of October, 2023, the Sinton City Council passed Resolution/Ordinance No. 20231009, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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 as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD
This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.
Article 2. EVENT DESCRIPTION
The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT
A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be
able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS
Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION
A. This agreement may be terminated by any of the following conditions:
   (1) By mutual written agreement and consent of both parties.
   (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
   (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
   (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES
Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE
A. Prior to beginning any work upon the State's right of way, the local government and/or its...
Agreement No.________________________

contractors shall furnish to the State a completed “Certificate of Insurance” (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way. B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<table>
<thead>
<tr>
<th>Local Government:</th>
<th>State:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Sinton</td>
<td>Texas Department of Transportation</td>
</tr>
<tr>
<td>Attn: John Hobson, City Manager</td>
<td></td>
</tr>
<tr>
<td>301 E. Market</td>
<td></td>
</tr>
<tr>
<td>Sinton, Texas 78387</td>
<td></td>
</tr>
</tbody>
</table>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.
Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF SINTON
Executed on behalf of the local government by:

By _____________________________ Date 10/9/2023
City Official

Typed or Printed Name and Title ________________________________

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____________________________ Date ___________________________
District Engineer
RESOLUTION NO. 20231009-2

A RESOLUTION OF THE CITY COUNCIL OF SINTON, TEXAS ESTABLISHING THAT QUALIFYING PUBLIC EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE TO TEMPORARILY CLOSE THE STATE'S RIGHT OF WAY.

WHEREAS, The City of Sinton, Texas, City Council wishes to cooperate with the State of Texas rules and procedures for temporary closures of the State Rights of Way along public roads; and

WHEREAS, it is the intent of the City of Sinton to be in complete compliance with the state laws; and

WHEREAS, the purpose of this Resolution is to ensure the efficient closure and reopening of the State Right of Way within the boundaries of Sinton; and

WHEREAS, the passage of this Resolution authorizes the local government to enter into an agreement with the Texas Department of Transportation for said purpose.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Sinton, Texas, that:

The City of Sinton does establish that for qualifying events that serve a public purpose, the city may execute agreements with the Texas Department of Transportation to ensure the safe and efficient execution of said events.

PASSED AND APPROVED on the 9TH day of October, A.D. 2023.

Edward Adams, Mayor

ATTEST:

Cathy Duhart, City Secretary
STATE OF TEXAS §
COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Sinton, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Sinton Street from the corner of Pirate Boulevard to the corner of San Patricio Avenue, in San Patricio County; and

WHEREAS, the local government has requested the temporary closure of Texas Highway 188 (Sinton Street) from corner of Pirate Boulevard to the corner of San Patricio Avenue for the purpose of the Sinton Independent School District 2023 Homecoming Parade on Thursday, October 12, 2023, from 5:45 P.M. to 6:45 P.M. as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 4th day of October, 2023, the Sinton City Council passed Resolution Ordinance No. 20231009-2, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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 as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD
This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.
Article 2. EVENT DESCRIPTION
The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT
A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be
able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government’s traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State’s right of way and restore or repair the State’s right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS
Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION
A. This agreement may be terminated by any of the following conditions:
   (1) By mutual written agreement and consent of both parties.
   (2) By the State upon determination that use of the State’s right of way is not feasible or is not in the best interest of the State and the traveling public.
   (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
   (4) By satisfactory completion of all services and obligations as set forth herein.
B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State’s notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES
Should disputes arise as to the parties’ responsibilities or additional work under this agreement, the State’s decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE
A. Prior to beginning any work upon the State’s right of way, the local government and/or its
Traffic Closure Incorporated (TEA30A)}
contractors shall furnish to the State a completed “Certificate of Insurance” (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way. 

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<table>
<thead>
<tr>
<th>Local Government:</th>
<th>State:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Sinton</td>
<td>Texas Department of Transportation</td>
</tr>
<tr>
<td>Attn: John Hobson, City Manager</td>
<td></td>
</tr>
<tr>
<td>301 E. Market</td>
<td></td>
</tr>
<tr>
<td>Sinton, Texas 78387</td>
<td></td>
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</tbody>
</table>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.
Agreement No. ________________

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF SINTON
Executed on behalf of the local government by:

By ___________________________ Date 10-9-2023

City Official

Typed or Printed Name and Title ________________________________

______________________________

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By ___________________________ Date _________________________

District Engineer