



**City Council Meeting
August 2, 2016**



City of Robinson

111 W. Lyndale, Robinson, TX 76706-5619

Phone (254) 662-1415 ❖ Fax (254) 662-1035

PUBLIC NOTICE

THE ROBINSON CITY COUNCIL WILL MEET ON TUESDAY, AUGUST 2, 2016 AT 6:00 P.M. IN THE COUNCIL ROOM AT ROBINSON CITY HALL, 111 WEST LYNDALE, ROBINSON, TEXAS TO CONSIDER AND ACT ON THE ITEMS ON THE FOLLOWING AGENDA.

1. Call to order
2. Invocation
3. Roll Call.
4. Approve Minutes: July 5, 2016, and July 18, 2016.
5. Citizen Comments.
6. **PUBLIC HEARING:** Conduct a public hearing and consider and possible action on recommendation to the Robinson City Council regarding a zoning change from R-1, Single Family Residential to 2F located at 110 W Karnes.
7. **PUBLIC HEARING:** Conduct a public hearing and consider and possible action on recommendation to the Robinson City Council regarding a zoning change from R-1, Single Family Residential to SF-2 located at 807 N Old Robinson Road.
8. Consider and possible action on agriculture agreement between the City of Robinson and Behnke Farms.
9. Consider and possible action on proposal from Walker Partners for engineering services for the clearing and grubbing operations phase for off channel reservoir number 2.
10. Consider and possible action on Interlocal Cooperation Agreement between the City of Robinson, Texas and McLennan County, Texas for emergency services.

City Council Meeting Agenda

August 2, 2016

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11. Conduct a vote by the City Council to place a proposal to adopt a tax rate of \$0.4995 on Tuesday, September 13, 2016, and call for two public hearings on a proposed tax rate to be held on Tuesday, August 30, 2016 and Tuesday, September 6, 2016, at 6:00 p.m. at Robinson City Hall, 111 W Lyndale Ave, Robinson, Texas 76706.
12. ***Executive Session:*** A closed meeting will be held pursuant to *Section 551.071 of the Government Code (V.C.T.A.)* so that the City Council can seek and receive legal advice and counsel from its attorneys regarding pending or threatened litigation, settlement offers, claims, or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act (Ch.551, Gov. Code), including, but not limited to: *Thompson v City of Robinson*.
13. Councilmember requests for items to be placed on future agendas.
14. Adjourn.

****The Governing Body reserves the right to go into Executive Session on any of the above items as provided by Government Code Chapter 551.***

****Public Hearings will be held in accordance with procedures set forth in Resolution R-95-011, adopted by the City Council on June 13, 1995.***

Note: Persons with disabilities who plan to attend this meeting and who need auxiliary aids or services should contact the City Secretary at 254-662-1415 at least twenty-four (24) hours before this meeting so that appropriate arrangements can be made.



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/28/2016

Meeting Date: 08/02/2016

Item #3

CALL TO ORDER:

INVOCATION:

ROLL CALL:

	PRESENT	ABSENT
ROGERS	_____	_____
STIVENER	_____	_____
LEUSCHNER	_____	_____
ECHTERLING	_____	_____
MASTERGEORGE	_____	_____
JANICS	_____	_____
BAKER	_____	_____



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/28/2016

Meeting Date: 08/02/2016

Item #4

DEPT./DIVISION SUBMISSION & REVIEW:

Jana Lewellen, City Secretary

ITEM DESCRIPTION: Approve Minutes: July 5, 2016 and July 18, 2016.

STAFF RECOMMENDATION: Approve minutes as presented in item description.

ITEM SUMMARY: A copy of the minutes from the July 5, 2016, and the July 18, 2016 has been provided for review.

FISCAL IMPACT: None

ATTACHMENTS:

July 5, 2016 Regular Meeting Minutes

July 18, 2016 Special Called Meeting Minutes

MINUTES OF CITY COUNCIL MEETING JULY 5, 2016

1. **Call to order.** Meeting was called to order at 6:00 P.M. by Mayor Bert Echterling.
2. **Invocation.** Jimmy Rogers provided the Invocation.
3. **Roll Call.** Councilmembers present: Jimmy Rogers, Jeremy Stivener, Vernon Leuschner, Bert Echterling, Jim Mastergeorge, and Doye Baker. Councilmember Steve Janics was absent.
4. **Approve Minutes from: June 7, 2016:** Jeremy Stivener motioned to approve the minutes from the June 7, 2016 meeting as written. Jim Mastergeorge seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Baker, and Echterling. Motion carried unanimously.
5. **Citizen Comments.** Paula Collins, 805 Lux Drive, Robinson, Texas 76706, spoke regarding drainage and street conditions on Lux Drive; and Charles Hartstack, 926 Downsville Road, Robinson, Texas 76706, spoke regarding the proposed radio system, street conditions along Downsville Road, and the PA system located in the Council Chambers.
6. **PUBLIC HEARING: Conduct a public hearing and consider the Final Plat for Phase II Liberty Ranch, located in the City of Robinson, McLennan County, Texas.** Mayor Bert Echterling recused himself from this item and exited the Council Chambers. The public hearing was opened at 6:08 p.m. Barry Lightfoot, Interim Planning Director, addressed the Council, and provided a brief overview of the final plat. Mr. Lightfoot noted the Planning and Zoning Commission was scheduled to meet on June 21, 2016; however, this meeting was canceled due to lack of quorum. Rusty Steed, 2781 Hillside Drive, Robinson, Texas, 76706 asked if it was appropriate for this item to go before Council without a recommendation from the Planning and Zoning Commission. City Manager Craig Lemin stated due to the 30-day action requirement as required by law, and given the final plat met all requirements, there was no reason to delay action on this item. A representative with Barnett Contracting, Inc., 7703 Bagby Ave, Waco, Texas 76710, spoke in favor, and respectfully requested approval. After no additional comments, the public hearing was closed at 6:13 p.m. Following a brief discussion by Council, Jimmy Rogers motioned to approve the final plat as presented. Jeremy Stivener seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, and Mastergeorge. Motion carried by a vote of 4-1 with Councilmember Baker voting in opposition.
7. **Consider all matters incident and related to the issuance and sale of City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016, including the adoption of an ordinance authorizing the issuance of such certificates of obligation.** City Manager Craig Lemin presented this item and stated during the May 3rd meeting, council approved Resolution 2016-002 considering all matters incident and related to approving and authorizing publications of notice of

intention to issue certificates of obligation not to exceed \$10 Million. Mr. Lemin said this ordinance tonight completes that process, and stated it was determined that less than the proposed \$10 million was needed to fund the scheduled project. These funds will be used to construct reservoir number 2 authorized in Water Use Permit 5085. Jennifer Douglas with Specialized Public Finance provided a brief overview of the final pricing summary. Following discussion by Council, Jim Mastergeorge motioned to adopt Ordinance 2016-004 authorizing the issuance of \$5,935,000 “City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligation 2016”. Jimmy Rogers seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge and Echterling. Motion carried by a vote of 5-1 with Councilmember Baker voting in opposition.

- 8. Consider authorizing extension of the Waco Metropolitan Area Regional Sewer System (WMARSS) 2013 agreement for operation and management of facilities.** City Manager Craig Lemin presented this item, and stated this was Amendment #1 extending the WMARSS 2013 Agreement for operation and management of facilities. Following discussion by Council, Jim Mastergeorge motioned to approve the agreement as presented. Jeremy Stivener seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, Baker, and Echterling. Motion carried unanimously.
- 9. Consider Resolution 2016-005 ordering a General Election for the City of Robinson on November 8, 2016 to be held as a Joint Election with McLennan County.** City Secretary Jana Lewellen presented this item, and provided a brief overview of the November 8, 2016 General Election to elect four (4) positions for City Council, and the Local Option Election to be held as a joint election with McLennan County. Following discussion by Council, Jimmy Rogers motioned to approve Resolution 2016-005 as presented. Jim Mastergeorge seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, Baker, and Echterling. Motion carried unanimously.
- 10. Consider an agreement between McLennan County and the City of Robinson for the purpose of conducting a joint election.** City Secretary Jana Lewellen presented this item and stated the attached agreement would be entered into between McLennan County and the City of Robinson for the purpose of conducting a joint election on November 8, 2016. Jeremy Stivener made a motion to approve the agreement as presented. Jimmy Rogers seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, Baker, and Echterling. Motion carried unanimously.
- 11. Consider agreement between the City of Robinson and the Greater Robinson Chamber of Commerce authorizing the use of the Robinson Community Center.** City Manager Craig Lemin presented this item and stated the Greater Robinson Chamber of Commerce requested the use of the Robinson Community Center located at 106 W Lyndale Avenue for various meetings. Following discussion by Council, Jim Mastergeorge motioned to approve the agreement as presented. Jeremy Stivener seconded the motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, Baker, and Echterling. Motion carried unanimously.

12. Discussion regarding the 2016 Budget Calendar. City Manager Craig Lemin provided a brief overview of the proposed budget calendar. A preliminary Budget Workshop was scheduled for July 18, 2016, and a Budget Workshop was scheduled for August 6, 2016. No action taken.

13. Councilmember requests for items to be placed on future agendas. Councilmember Jimmy Rogers requested a policy regarding the appointment to Boards and Commissions. Councilmember Vernon Leuschner requested discussion the regarding property use located at S. 3rd Street.

14. Adjourn. Meeting adjourned at 7:12 p.m.

Bert Echterling, Mayor

ATTEST:

Jana Lewellen, City Secretary

MINUTES OF SPECIAL CALLED CITY COUNCIL MEETING JULY 18, 2016

1. **Call to order.** Meeting was called to order at 6:00 P.M. by Mayor Bert Echterling.
2. **Invocation.** Jimmy Rogers provided the Invocation.
3. **Roll Call.** Councilmembers present: Jimmy Rogers, Jeremy Stivener, Vernon Leuschner, Bert Echterling, Jim Mastergeorge, Steve Janics, and Doye Baker.
4. **Consider Resolution 2016-006 authorizing approval of Application for Participation in the Texas Short Term Asset Reserve Program (TexSTAR).** City Manager Craig Lemin presented this item to Council, and stated TexSTAR invest its funds jointly with other Texas local governments. Mr. Lemin stated the City currently invests funds with TexPool and recommended approval. Following discussion Jeremy Stivener made a motion to approve Resolution 2016-006 as presented. Jimmy Rogers seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, Janics, Baker, and Echterling. Motion carried unanimously.

Council entered into Executive Session at 6:10 PM.

5. **Executive Session:** A closed meeting will be held pursuant to *Section 551.071 of the Government Code (V.C.T.A.)* so that the City Council can seek and receive legal advice and counsel from its attorneys regarding pending or threatened litigation, settlement offers, claims, or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act (Ch.551, Gov. Code), including, but not limited to: *Thompson v City of Robinson*.

Council reconvened from Executive Session at 7:12 PM.

6. **Action regarding subject matters set forth in the executive session.** No action taken.
7. **Discussion regarding 2016 Budget.** City Manager Craig Lemin provided an overview of the major fund budgets as proposed by various departments. Mr. Lemin included specific discretionary items that are increases above the current budget and requests for new programs and equipment. Mr. Lemin noted the General Fund is the only fund where requests exceed projected available revenue; therefore, some items will need to be eliminated. A budget work session is scheduled for August 6, 2016. No action taken.
8. **Adjourn.** Meeting adjourned at 9:11 p.m.

Bert Echterling, Mayor

ATTEST:

Jana Lewellen, City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/28/2016

Meeting Date: 08/02/2016

Item #5

DEPT./DIVISION SUBMISSION & REVIEW:

Bert Echterling, Mayor

ITEM DESCRIPTION: Citizen Comments.

STAFF RECOMMENDATION:

ITEM SUMMARY: *This is an opportunity for citizens to address the City Council on matters which are not scheduled for consideration. In order to address the Council, please complete a Speaker's Request Form and submit to the City Secretary prior to the start of the Council meeting. All comments must be directed to the Presiding Officer, rather than an individual Council Member or city staff. Comments are limited to three minutes and must pertain to the subject matter listed on the Speaker's Request Form. Council may not comment publicly on issues raised, but may direct the City Manager to resolve or request the matter to be placed on a future agenda. Such public comments shall not include any "deliberation" as defined by Chapter 551 of the Government Code, as now or hereafter amended.*

FISCAL IMPACT: N/A

ATTACHMENTS:



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/19/2016

Meeting Date: 08/02/2016

Item #6

DEPT./DIVISION SUBMISSION & REVIEW:

Barry Lightfoot, Interim Planning Director

ITEM DESCRIPTION: PUBLIC HEARING: Conduct a public hearing and consider and possible action on recommendation to the Robinson City Council regarding a zoning change from R-1, Single Family Residential to 2F located at 110 W Karnes.

STAFF RECOMMENDATION: Staff recommends approval based upon the information provided in the attached Zoning Application Review.

ITEM SUMMARY: The tract of land is a 0.5273-acre tract at 110 W Karnes also known as DENISON Blk 6 Lot 18. Tad Sweeney, 264 E Central, Lorena, Texas 76655, requested a modification to the original zoning change from MF-1 to 2F at the April meeting. The Planning and Zoning Commission met again on July 19, 2016 and recommended approval by a vote of 4-0.

FISCAL IMPACT: None

ATTACHMENTS:

Application
Zoning Application Review
Public Notice
Letter to Applicant
Letter to Property Owners
Property Owner List
Aerial and Property Photos
Zoning Use Table
Zoning Map

**CITY OF ROBINSON
ZONING & SPECIAL PERMIT
APPLICATION**

1. Case: _____ Applicant: TAD Sweeney Date: 4/23/16
2. Property Address: 110 W. KARNES
3. Legal Description: (Submit certified field notes, if not subdivided with lot and block description)
Lot(s): 18 Block: 6 Addition: R.E. Devison Add.
4. Existing Property Use: Res 5. Proposed Property Use: Multi Family
6. Existing Zoning: R1 7. Proposed Zoning: Multi Family MF-1
8. Existing Special Permit: _____ 9. Proposed Special Permit: _____
10. Site Plan. All applications for special permits must be accompanied by development plans that includes a site plan, parking layout, existing and proposed utilities, topographic map, building construction plans, and other information about surrounding property developments as required by Section __ of the Zoning Ordinance.
11. Fee paid: 250⁰⁰ Date: 4/23/16 (Make check payable to the City of Robinson)
A) Special permit: \$ _____ B) Zoning: \$ _____
12. The next monthly deadline is 5 p.m. on 24th Mar to be heard at the Planning and Zoning Commission meeting on 19th April and at the City Council on May 3rd.
13. I hereby certify that a) the information included in this application is true to the best of my knowledge, and b) I have checked to determine that no deed restrictions apply to this property that conflict with this request.

Applicant/Owner: TAD Sweeney
Signature

Buyer/Agent: _____
Signature

Applicant Name: _____
(Printed)

Buyer/Agent: _____
(Printed)

Address/Zip: 264 E. CENTRAL
LORENA, TX 76655

Address/Zip: _____

Work Telephone: 254-230-7399

Work Telephone: _____

Hm. Telephone: SAME

Hm. Telephone: _____

Email Address: Sweeney@Parsons-Roofing.com

Email Address: _____

Applicant Present Owner

Buyer Agent

14. List names of all partners, board members, and officers of companies involved in this case, in order for the Planning and Zoning Commission to determine conflicts of interest they might have in individual cases. Failure to do so may result in delaying action on the case until the following month.
-
-

15. **IT IS IMPERATIVE THAT SOMEONE REPRESENT THE APPLICANT AT EACH PUBLIC HEARING TO ANSWER ANY QUESTIONS WHICH THE PLANNING AND ZONING COMMISSION, CITY COUNCIL OR PUBLIC MAY HAVE!** *The Planning and Zoning Commission holds a public hearing on each request to determine the effect of the proposed uses upon the neighborhood, traffic, utilities, public health and safety and general welfare. After receiving the report and recommendation of the Planning and Zoning Commission, the City Council also holds a public hearing on the application. Such hearings and their notices are given in accordance with State statutes and City ordinances regulating the rezoning of property.*

16. **Mail or deliver this application to:**

Attn. Tracy Lankford
Director of Planning &
Community Development
City of Robinson
111 W. Lyndale
Robinson, Texas 76706
254-662-1415

APPLICATION REVIEW

ZONING

HEARING DATE: June 21,2016

1. CASE # Z 2016-1

PROPERTY ADDRESS: 100 W Karnes

LEGAL DESCRIPTION: Lot 18 Blk 6 R.E Denision Addition.

2. APPLICANT: Tad Sweeney

MAILING ADDRESS: 364 E Central Lorena, TX 76655

3. REQUEST:

ZONING:

From **R-1 SINGLE FAMILY** to **2F**

SUMMARY DESCRIPTION OF USES IN 2-F: Allows for single family to duplex housing, townhomes and patio homes .

BUILDING INSPECTION REVIEW

NEIGHBORHOOD CHARACTER:

The property is located on a local residential street with several single family homes and multi family across the street.

BUILDING INSPECTION RECOMMENDATION:

ZONING:

Planning Services review of this request to change the zoning from *R-1 to 2F* based on the following findings:

1. There are multi family homes across the street from this property.
2. The proposed zone is considered compatible with existing residences adjacent th the property
3. The property will have to be platted before any permits are issued..

Notices: mailed; returned, approved, no comment.

CASE NO. Z 2016-1

TRAFFIC DATA

1. Description of the adjacent street system:

Classification: _____ Number of Lanes: 2

Estimated Capacity (at LOSD) _____ vpd Avg. Daily Traffic 787 vpd

2. Estimated increase in traffic on adjacent streets at full build out: no change

3. Will the development's impact be of sufficient magnitude to require mitigation for:

- a) Access problems: no
- b) Increased traffic congestion: no
- c) Pedestrian traffic: no
- d) Visibility problems: no

4. Traffic Department comments and recommendations:

The overall traffic impact is not a large number.

ENGINEERING DATA

1. Street condition: Good _____ Acceptable X Needs Reconstruction

2. Street width: Existing: ROW 40' Pavement 20'

Required: ROW _____ Pavement _____

3. Curb and Gutter:

Needs to be installed X Exists _____ Needs Reconstruction

4. Offsite Drainage facilities are adequate to meet additional runoff resulting from the rezoning.

5. Water is available to the property, and it will serve the heaviest uses allowed under the requested zoning.

6. Sewer is available to the property, and it will serve the heaviest uses allowed under the requested zoning.

7. Engineering Department comments and recommendations:

The property is served with both public water and sanitary sewer mains and there are no drainage concerns. Therefore, the Engineering Department has no comment.

LEGAL REVIEW

Comments

FIRE DEPARTMENT REVIEW:

ANTICIPATED FIRE RESPONSE TIME: 5 min

IS THE FIRE RESPONSE TIME ADEQUATE?: Y (Y) YES (N) NO

Fire Department Comments and Recommendations:

No objections/comments.

HEALTH DEPARTMENT REVIEW

INSPECTION/PERMIT REQUIRED X N (Y) YES (N) NO

DATE OF INSPECTION: N/A

Health Department Comments and Recommendations: None.

POLICE DEPARTMENT REVIEW

Comments

No significant impact to Police Services.

PUBLIC NOTICE

The City of Robinson Planning and Zoning Commission will meet and conduct a Public Hearing to receive comments on Tuesday, June 21st, 2016 at 6:00 PM in the Council Room at Robinson City Hall, 111 W. Lyndale, Robinson, Texas to consider the following Zoning change request:

The requested change is as follows:

1. **A Zoning change from R-1, Single Family Residential to 2F. LOT 18 BLOCK 6 R.E DENISION ADDITION.**

The Robinson City Council will conduct a Public Hearing and consider the recommendation of the Planning and Zoning Commission at its meeting on Tuesday, July 5, 2016 at 6:00 p.m. in the Council Room at Robinson City Hall, 111 W. Lyndale, Robinson, Texas to consider the above mentioned Zoning change request.

During the process the requested zoning or the zoning recommended or approved may change but may only change to zoning that is more restrictive than that requested.

Jana Lewellen, City Secretary

May 11, 2016

Dear Property Owner:

This is to confirm your request for a zone change located at 110 W Karned more particularly described as follows:

Denision Blk 6 Lot 18 0.5173 Acres

FIRST HEARING:

The hearing will be held before the City Plan Commission.

Day and Date: Tuesday, June 21st, 2016
Time: 6:00 P.M.
Place: Council Chambers 111 W Lindale Ave.

SECOND HEARING

The second hearing will be held before the City Council

Day and Date: Tuesday, July 5th 2016
Time: 6.00 P.M
Place: Council Chambers 111 W Lyndale Ave.

For more information you may contact the Planning Department at 662-1415, or at 111 W. Lyndale Avenue.

Sincerely
Barry Lightfoot

**CITY OF ROBINSON, TEXAS
A NOTICE OF PUBLIC HEARING ON A
REQUESTED AMENDMENT TO THE
ZONING MAP**

Date: May 11, 2016

Dear Sir or Madam:

This is to advise that there has been a request made by Tad Sweeney to rezone from R-1 Single Family Residential to 2 F on property located at 110 W Karnes, more particularly described as follows:

Denision Blk 6 Lot 18 0.5273 Acres

NOTICE OF HEARING BEFORE PLAN COMMISSION

Notice is hereby given that a public hearing will be held before the City Plan Commission of the City of Robinson on Tuesday, the 21st day of June, 2016 in the Council Chambers, 111 W. Lyndale Ave, at 6:00 p.m., regarding this requested zone change. The Plan Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Robinson on Tuesday, the 5th day of July, 2016, in the Council Chambers, 111 W. Lyndale Ave, at 6:00 p.m., regarding this requested zone change.

According to City Tax Records, you are the owner of property which is located within two hundred (200) feet of the area of the proposed change of zoning . This is a Notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the City Plan Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request.

For more information on the Comprehensive Plan, its land use classifications and its role in the Planning and Zoning process, you may contact the Planning Department at 662-1415 ex 1540, or at 111 W. Lyndale Avenue.

Sincerely
Barry Lightfoot

NO OTHER NOTICE WILL BE MAILED

PASTOR IGLESIA
102 W. BILLINGTON DR
ROBINSON TX, 76706

HART NELL F REVOCABLE TRUST
NELL F HART - TRUSTEE
5309 LAKE HIGHLAND DR
WACO, TX 76710-2947

BUCKEYE GAS PRODUCTS CO LP

FERRELLGAS
1 LIBERTY PLZ
LIBERTY, MO 64068-2970

JAMES TILLERY & TERESA TILLERY
7696 N LONE STAR PKWY
CRAWFORD, TX 76638-2967

JAMES D REID
210 N STOVALL DR
ROBINSON, TX 76706-5429

KELLY & LETICIA SULTEMEIER
115 NELSON ST
ROBINSON, TX 76706-5045

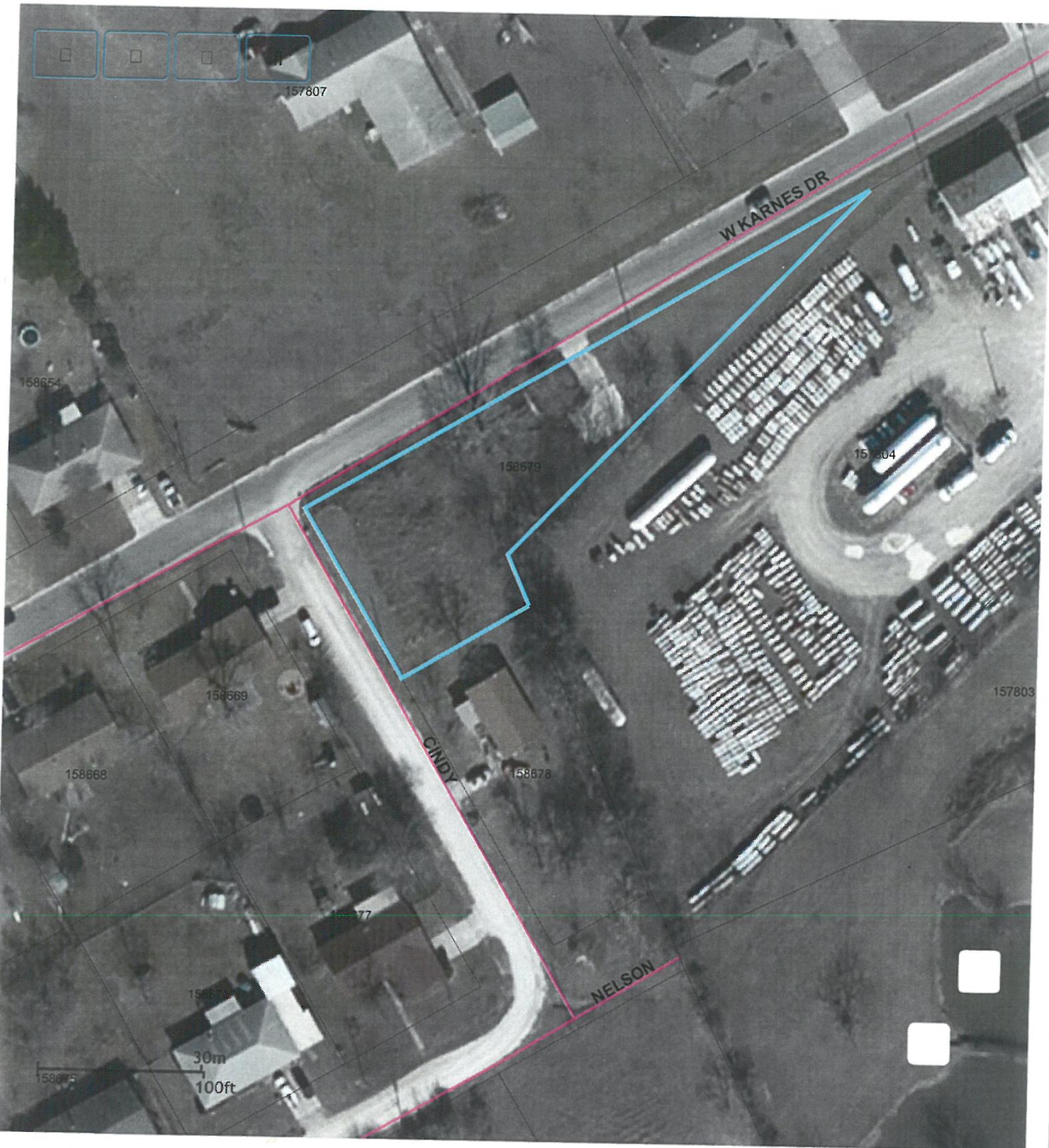
ATMOS ENERGY/MID-TEX DIVISION

ATTN: PROPERTY TAX COORDINATOR
PO BOX 650205
DALLAS, TX 75265-0205

JESUS JR & ROSIE A PEREZ
117 NELSON ST
ROBINSON, TX 76706

JOE & CONSUELLA CONTRERAS
118 W KARNES DR
ROBINSON, TX 76706-1125

GLORIA SEDILLO
117 W KARNES DR
ROBINSON, TX 76706-5035





Google earth

feet
meters







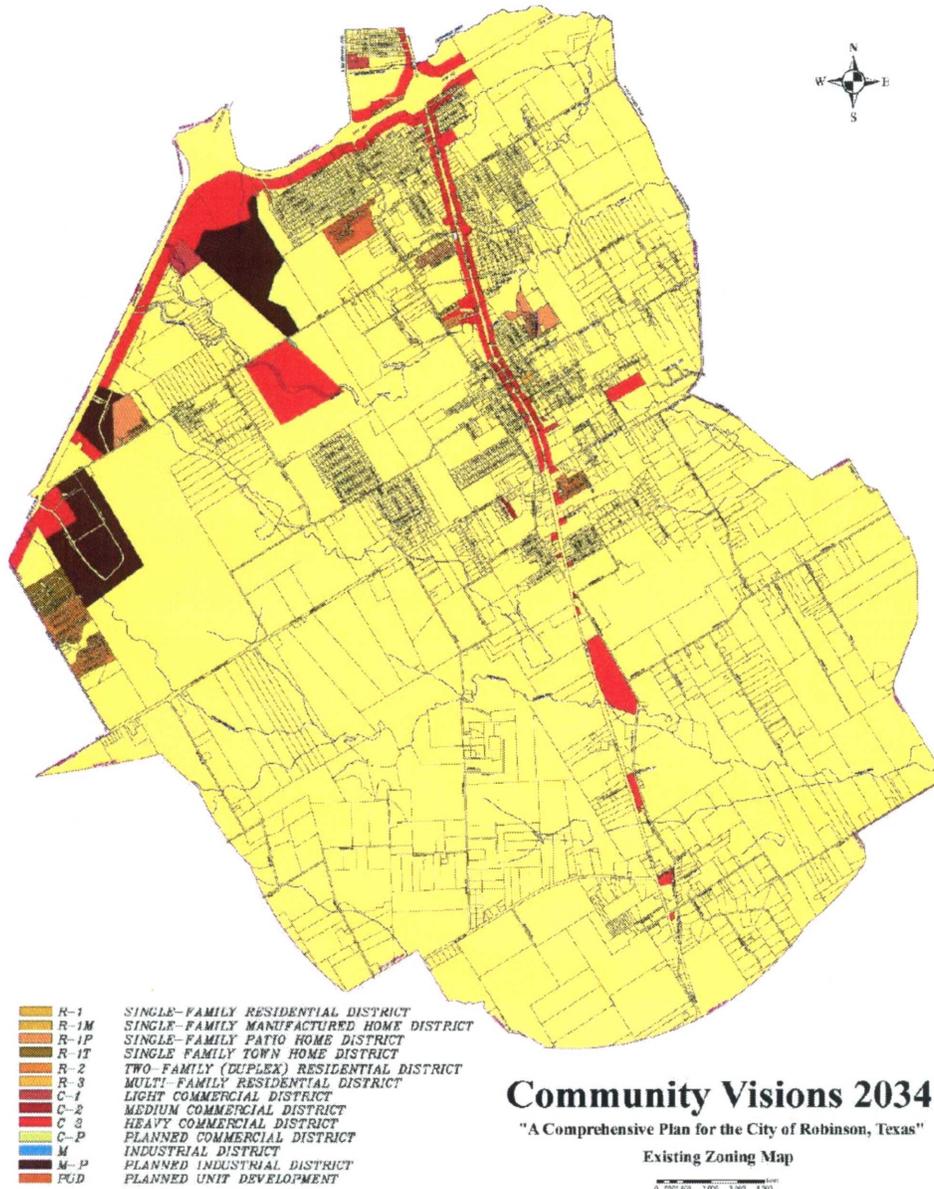


Zoning Use Table

P = Permitted by Right S = Special Use Permit = Prohibited

Specific Use	AG	SF-1	SF-2	SF-3	MH	2F	MF-1	MF-2	MF-3	O-1	O-2	C-1	C-2	C-3	I-1	I-2	I-3
Single-family dwelling	P	P	P	P	P	P	P	P	P	P	P						
Farm, ranch, or orchard	P																
Greenhouse or nursery (wholesale)	P											P	P	P	P	P	P
Hatchery, fish or shrimp or fish farm	S											P	P	P	P	P	P
Hatchery, poultry	S											S	S	S	P	P	P
Kennel without veterinary hospital	S											S	S	S	P	P	P
Livestock auction	S											S	S	S	P	P	P
Boarding or rooming house							P	P	P	P	P						
Convent or monastery	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Family or Group Home	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Fraternity or sorority	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Home for the aged	S	S	S	S	P	P	S	P	P	S	P	P	P	P			
Industrialized housing	P	P	P	P	P	P	P	P	P	P	P						
HUD-Code manufactured home land lease community	S				P												
HUD-Code manufactured home subdivision	S				P												
Multiple-family dwelling (apartment)							P	P	P	P	P						
Patio home				P	P	P	P	P	P								
Single-family dwelling	P	P	P	P	P	P	P	P	P	P	P						
Triplex							P	P	P	P	P						
Two-family dwelling (duplex)						P	P	P	P	P	P						
Townhouse				P	P	P	P	P	P	P	P						
Animal shelter (public or private)	S											S	S	S	P	P	P

Community Visions 2034



CONTRACT FOR DEED

Date: February 26, 2016
Seller: DEBRA L. NIX
Seller's Address: 13105 Gandy Road, Bay Minette, AL 36507-8126
Buyer: TAD SWEENEY or his assigns
Address: 264 E. Central, Lorena, TX 76655
Property:

BEING Lot Eighteen (18), Block Six (6) of the R.E. Denison Addition to the town of Robinson, according to the plat of said addition duly recorded in Vol. 174, Page 394 of the Deed Records of McLennan County, Texas also known as 110 W. Karnes, Robinson, Texas 76706.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is subject to visible easements, and all easements and restrictions of record in the Deed Records and the Official Public Records of McLennan County, Texas, pertaining to the above-described property.

Grantor conveys all of the oil, gas and other minerals presently owned by Grantor which have not previously been reserved, saved, or excepted by others.

Sales Price: TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)

The unpaid balance may be prepaid at any time without penalty.

Down Payment: ONE HUNDRED AND NO/100 DOLLARS (\$100.00) which will be applied as a credit to Buyer on the first monthly payment due on May 1, 2016.

Annual Interest Rate on Sales Price: Zero percent (0%).

Annual Interest Rate on Matured, Unpaid Amounts: The maximum rate allowed by law.

Monthly Payments: EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00)

Place for Payment: 13105 Gandy Road, Bay Minette, AL 36507-8126

Date of Monthly Payments: 1st day of each month

Date of First Monthly Payment: May 1, 2016

Seller agrees to sell the property to Buyer; Buyer agrees to buy it; and both parties agree to be bound by this contract.

Buyer agrees to pay Seller the sale price for the property. Buyer is paying Seller the down payment concurrently with entering this contract; Buyer will pay Seller the deferred principal amount plus the annual interest on the unpaid deferred principal balance in monthly payments on the dates and at the place specified. Monthly payments will begin on the date of first monthly payment and continue regularly until the entire deferred principal amount plus interest has been paid.

Interest will be calculated on the unpaid deferred principal amount to the date of each payment made. Payments will be credited first to the accrued interest and then to reduction of principal.

When Buyer has paid the entire deferred principal amount, earned interest, and any other debt owed under this contract, Seller will convey the property to Buyer by warranty deed subject to the reservations from and exceptions to conveyance and warranty.

When Seller conveys the property to Buyer by warranty deed, ^{DN/RS} Seller will also furnish an owner's policy of title insurance in the amount of the sale price, subject only to the reservations from and exceptions to conveyance and warranty, the permitted printed exceptions, and any other matter created, permitted or suffered by Buyer.

Buyer's Obligations

1. On or before execution of this contract, Seller will pay all taxes and assessments against the property through 2015. Buyer will pay when due all taxes and assessments on the property after the date of this contract. Taxes for the current year will be prorated as of this date, and for this purpose Seller will reimburse Buyer for Seller's pro rate share when current tax statements are received.
2. Buyer will not be obligated to maintain insurance on the property since there are no improvements located on the property at this time.
3. Buyer will permit Seller and Seller's agents to enter the property at reasonable times to inspect it for compliance with Buyer's obligations.
4. If Buyer defaults in the performance of any obligation, Buyer will reimburse Seller on demand at the place for payment for all of Seller's costs of collection and enforcement, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the annual interest rate on matured, unpaid amounts. The sum to be reimbursed shall be added to and become a part of this deferred principal amount. Reasonable attorney's fees shall be 10 percent of all matured and unpaid amounts due under this contract unless either party pleads otherwise.

Seller's Rights

1. If Buyer defaults in prompt payment of the monthly payments or violates any other of Buyer's obligations, Seller may invoke the following remedies, subject only to provisions of the Texas Property Code:
 1. declare the entire unpaid deferred principal amount and earned interest immediately due and enforce their collection; or

2. cancel this contract, declare all of Buyer's interest under this contract forfeited, and retain as liquidated damages all money paid by Buyer to Seller under this contract, in which case the money is considered liquidated damages rather than a penalty, due to the inconvenience and difficulty of determining Seller's actual damages; and
3. collect rents if the property is rented or rent it and collect rents if it is vacant, and apply the proceeds, less reasonable expenses, to payment of the deferred principal amount.

If the property is not used and not to be used as Buyer's residence, Seller may invoke any or all of these remedies after Buyer's default continues for ten days. If the property is used or to be used as Buyer's residence, the grace period for default is determined by ' 5.061 of the Texas Property Code or its successor and by any other controlling law. Section 5.061 requires a notice of Seller's intent to forfeit and accelerate, which must be given as specified in ' 5.062 of the Code. Furthermore, the statute requires different waiting times between giving notice and proceeding to forfeit and accelerate:

1. if Buyer has paid less than 10 percent of the sale price, fifteen days after the date notice is given;
2. if Buyer has paid 10 percent or more but less than 20 percent of the sale price, thirty days after the date notice is given; and
3. if Buyer has paid 20 percent or more of the sale price, sixty days after the date notice is given.

Moreover, during any of these applicable periods Buyer may cure default by complying with the terms of this contract up to the date of compliance.

General Provisions

1. As long as Buyer promptly performs all obligations in this contract, Buyer has the right to possession of the property. If this contract is canceled because of Buyer's default, Buyer will immediately surrender possession of the property to Seller. If Buyer fails to do so, Buyer will become a tenant at sufferance of Seller, subject to an action for forcible detainer.
2. This contract may be assigned by Buyer at any time without Seller's consent and the obligations of Buyer will be relieved if the assignee agrees to assume the unpaid balance due on this contract at the time of the assignment.
3. If the property is not used and not to be used as Buyer's residence, any notice under this contract must be written and must be personally delivered or sent by registered or certified mail to Seller's or Buyer's mailing address, which may be changed by notice to the other party; notice under this contract will be considered given on the date of personal delivery or mailing. If the property is used or to be used as Buyer's residence, all notices from Seller to Buyer must be written, must be conspicuous, must be printed in ten-point boldfaced type or upper-case typewritten letters, and must include the statement required by 5.062 of the Texas Property Code. If mailed, the notice must be registered or certified, and it will be considered given on the date it is mailed to Buyer's residence or place of business. If not mailed, the notice is considered given when it is delivered to Buyer at Buyer's residence or place of business.
4. Interest on the debt evidenced by this contract shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any

interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

5. This contract shall not be recorded in the Official Public Records of McLennan County, Texas.

6. Buyer understands and acknowledges that Buyer does not acquire legal title by this contract and that Buyer will not acquire legal title until Seller's deed is delivered.

7. Seller may not transfer legal title to the property without Buyer's consent.

8. Buyer has examined the property to Buyer's complete satisfaction and knows its condition. In purchasing the property, Buyer relies only on Buyer's examination and judgment, not on the representation of any other person as to value, future value, condition, size, age, use, or any other matter. Buyer acknowledges that in selling the property Seller makes no warranties other than title. This contract is the entire and only agreement between Buyer and Seller, and it incorporates all other written, verbal, express, and implied agreements made between any party or any agent of any party to this contract in connection with this transaction. If any provisions in this contract conflict with any provisions in any other instrument, those in this contract shall control.

9. No delay by Seller in enforcing any part of this contract shall be deemed a waiver of any of Seller's rights or remedies. If Seller accepts any payment after its due date, the acceptance shall not be construed as a waiver of any other due date, shall not change any other due date, and shall not waive any of Seller's rights or remedies.

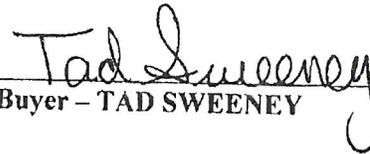
10. This agreement shall bind, inure to the benefit of, and be exercised by successors in interest of all parties, but this provision is subject to paragraph 2 and paragraph 7 of these General Provisions.

11. When the context requires, singular nouns and pronouns include the plural.

12. **This contract is contingent upon the approval of a rezoning of the aforementioned property by the City of Robinson on April 19, 2016 from single-family use to multi-family use. In the event the City of Robinson fails to approve the rezoning of the property to multi-family, Buyer at Buyer's option may elect to affirm this contract in which case it shall be binding.**



Seller - DEBRA L. NIX



Buyer - TAD SWEENEY



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/19/2016

Meeting Date: 08/02/2016

Item #7

DEPT./DIVISION SUBMISSION & REVIEW:

Barry Lightfoot, Interim Planning Director

ITEM DESCRIPTION: PUBLIC HEARING: Conduct a public hearing and consider and possible action on recommendation to the Robinson City Council regarding a zoning change from R-1, Single Family Residential to SF-2 located at 807 N Old Robinson Road.

STAFF RECOMMENDATION: Staff recommends approval based upon the information provided in the attached Zoning Application Review.

ITEM SUMMARY: The tract of land is a 5 acres + or - out of the OCAMPO C Tract located at 807 N Old Robinson Road. The Planning and Zoning Commission met again on July 19, 2016 and recommended approval by a vote of 4-0.

FISCAL IMPACT: None

ATTACHMENTS:

Application
Zoning Application Review
Public Notice
Letter to Applicant
Letter to Property Owners
Property Owner List
Aerial and Property Photos
Zoning Use Table
Zoning Map

**CITY OF ROBINSON
ZONING & SPECIAL PERMIT
APPLICATION**

1. Case: _____ Applicant: VDL Holding LLC Date: 6-17-16
2. Property Address: 807 N. Old Robinson Rd. 5 Acres of Parcel
see exhibit
3. Legal Description: (Submit certified field notes, if not subdivided with lot and block description)
Lot(s): _____ Block: _____ Addition: _____
4. Existing Property Use: Ag 5. Proposed Property Use: Residential
6. Existing Zoning: R-1 7. Proposed Zoning: SF2-
8. Existing Special Permit: _____ 9. Proposed Special Permit: _____

10. Site Plan. All applications for special permits must be accompanied by development plans that includes a site plan, parking layout, existing and proposed utilities, topographic map, building construction plans, and other information about surrounding property developments as required by Section ___ of the Zoning Ordinance.

11. Fee paid: 250. Date: 6-3-16 (Make check payable to the City of Robinson)
A) Special permit: \$ _____ B) Zoning: \$ _____

12. The next monthly deadline is 5 p.m. on 6-17-16 to be heard at the Planning and Zoning Commission meeting on 6-17-16 and at the City Council on 7/19/16.

13. I hereby certify that a) the information included in this application is true to the best of my knowledge, and b) I have checked to determine that no deed restrictions apply to this property that conflict with this request.

Applicant/Owner: VDL Holding LLC
Signature: [Signature]
Applicant Name: Vernon Leuschner
(Printed)

Buyer/Agent: _____
Signature _____
Buyer/Agent: _____
(Printed)

Address/Zip: 299 Perry Lane

Address/Zip: _____

Work Telephone: 254-855-7204

Work Telephone: _____

Hm. Telephone: _____

Hm. Telephone: _____

Email Address: Vernon.leuschner@gmail.com

Email Address: _____

Applicant Present Owner Buyer Agent

14. List names of all partners, board members, and officers of companies involved in this case, in order for the Planning and Zoning Commission to determine conflicts of interest they might have in individual cases. Failure to do so may result in delaying action on the case until the following month.
-
-

15. **IT IS IMPERATIVE THAT SOMEONE REPRESENT THE APPLICANT AT EACH PUBLIC HEARING TO ANSWER ANY QUESTIONS WHICH THE PLANNING AND ZONING COMMISSION, CITY COUNCIL OR PUBLIC MAY HAVE!** *The Planning and Zoning Commission holds a public hearing on each request to determine the effect of the proposed uses upon the neighborhood, traffic, utilities, public health and safety and general welfare. After receiving the report and recommendation of the Planning and Zoning Commission, the City Council also holds a public hearing on the application. Such hearings and their notices are given in accordance with State statutes and City ordinances regulating the rezoning of property.*

16. **Mail or deliver this application to:**

Attn. Barry Lightfoot
City of Robinson
111 W. Lyndale
Robinson, Texas 76706
254-662-1415



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Daylon Croye and Branda Croye
 Address: 807 W. Old Robinson Rd. Waco 76706
 Phone: 254-717-1530 E-mail: _____
 Fax: _____ Other: _____

Buyer: VDL Holding Inc
 Address: 299 Perry Lane Waco 76706
 Phone: 254-855-7204 E-mail: VernonKuschner@gmail.com
 Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Mclennan County, Texas at 807 W. Old Robinson Rd. Waco 76706 (5 acres +/-) (address) and that is legally described on the attached Exhibit _____ or as follows:

5 acres +/- of attached exhibit being 8.34 acres

- B. Seller will sell and convey the Property together with:
- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
 - (3) Seller's interest in all licenses and permits related to the Property.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
 (If mineral rights are to be reserved an appropriate addendum should be attached.)*

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing \$ _____
- (2) Sum of all financing described in Paragraph 4 \$ _____
- (3) Sales price (sum of 3A(1) and 3A(2)) \$ _____

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: DAYLON L. CRYE

Buyer: VOL Holdings LLC

By: [Signature]

By: [Signature]

By (signature): _____
Printed Name: DAYLON CRYE
Title: OWNER

By (signature): _____
Printed Name: Vernon Leuschner
Title: Owner

By: _____

By: _____

By (signature): Brenda E. Crye
Printed Name: Brenda E. Crye
Title: _____

By (signature): _____
Printed Name: _____
Title: _____

located in the County of McLennan and State of Texas and being described as follows:

Being 8.34 acre tract of land out of the Carlos O'Campo Grant in McLennan County, Texas, and being a part of the 31.5 acre tract of land conveyed to R.E. Denison by deed recorded in Volume 174, Page 394 of the McLennan County, Texas, Deed Records. BEGINNING at an iron stake at the southwest corner of the said 31.5 acre tract; said point of beginning also being the intersection of the east line of the Old Robinson Road and the N line of Tensley Cross Road, between the said Old Robinson Road and the south 12th Street Road; THENCE along the east line of the Old Robinson Road, N 9 degrees W 583 ft. and following a fence line to an iron stake for corner in the SW corner of a 4 acre tract of land conveyed to B.A. Sutter by deed recorded in Volume 626, Page 415 of the said deed records; THENCE N 60 degrees E along the south line of the said Sutter tract and extended 616 ft. with a meandering fence line to an iron stake for corner; THENCE S 19 degrees E 563 ft. with an old fence line to an iron stake for corner in the North line of the said Tensley Cross Road; THENCE S 60 degrees W 719 ft. along the north line of the said Tensley Cross Road to the place of beginning, and containing 8.34 acres of land, according to survey of Kittrell, Wiese & Associates, Registered Public Surveyors, of date June 24, 1969.

5 acres +/- of this exhibit bordering Old Robinson Rd
& Tinsley

APPLICATION REVIEW ZONING

HEARING DATE: July 19 2016

1. CASE # Z 2016-2

PROPERTY ADDRESS: 807 N Old Robinson Rd (5 acres of tract)

LEGAL DESCRIPTION: .O CAMPO C tract 62 8.34 acres (5 acres of tract)

2. APPLICANT: Vernon Leuschner

MAILING ADDRESS: 299 Peevey Ln Robinson, Tx 76706

3. REQUEST:

ZONING:

From **R-1 SINGLE FAMILY** to **SF 2**

SUMMARY DESCRIPTION OF USES IN SF 2: Allows for single family (detached) residences and related accessory structures. 80 ft lot width 100 ft lot depth 8000 square ft lot size.

BUILDING INSPECTION REVIEW

NEIGHBORHOOD CHARACTER:

The property is located on a local residential street with several single family homes.

BUILDING INSPECTION RECOMMENDATION:

ZONING:

Planning Services review of this request to change the zoning from *R-1 to SF 2* based on the following findings.

1. The proposed zone is considered compatible with existing residences adjacent to the property
2. The property will have to be platted before any permits are issued.
3. Drainage plan must be submitted for approval by City Engineer.

Notices: mailed; returned, approved, no comment.

CASE NO. Z 2016-1

TRAFFIC DATA

1. Description of the adjacent street system:

Classification: _____ Number of Lanes: 2

Estimated Capacity (at LOSD) _____ vpd Avg. Daily Traffic _____ vpd

2. Estimated increase in traffic on adjacent streets at full build out: no change

3. Will the development's impact be of sufficient magnitude to require mitigation for:

- a) Access problems: no
- b) Increased traffic congestion: no
- c) Pedestrian traffic: no
- d) Visibility problems: no

4. Traffic Department comments and recommendations:

The overall traffic impact is not a large number.

ENGINEERING DATA

1. Street condition: Good _____ Acceptable X Needs Reconstruction

2. Street width: Existing: ROW 50' Pavement 20'

Required: ROW _____ Pavement _____

3. Curb and Gutter:

Needs to be installed _____ Exists _____ Needs Reconstruction

4. Offsite Drainage facilities are adequate to meet additional runoff resulting from the rezoning.

5. Water is available to the property, and it will serve the heaviest uses allowed under the requested zoning.

6. Sewer is available to the property, and it will serve the heaviest uses allowed under the requested zoning.

7. Engineering Department comments and recommendations:

The property is served with both public water and sanitary sewer main Therefore, the Engineering Department has no comment.

LEGAL REVIEW

Comments

FIRE DEPARTMENT REVIEW:

ANTICIPATED FIRE RESPONSE TIME: 5 min

IS THE FIRE RESPONSE TIME ADEQUATE?: Y (Y) YES (N) NO

Fire Department Comments and Recommendations:

No objections/comments.

HEALTH DEPARTMENT REVIEW

INSPECTION/PERMIT REQUIRED X N (Y) YES (N) NO

DATE OF INSPECTION: N/A

Health Department Comments and Recommendations: None!

POLICE DEPARTMENT REVIEW

Comments

No significant impact to Police Services.

PUBLIC NOTICE

The City of Robinson Planning and Zoning Commission will meet and conduct a Public Hearing to receive comments on Tuesday, July 19th, 2016 at 6:00 PM in the Council Room at Robinson City Hall, 111 W. Lyndale, Robinson, Texas to consider the following Zone Change:

1. Re Zone from R-1, Single Family Residential to SF-2, a 5 acres + or – Out of the OCAMPO C TRACT 62, 8.34 ACRES (807 N Old Robinson Rd).

The Robinson City Council will conduct a Public Hearing and consider the recommendation of the Planning and Zoning Commission at its meeting on Tuesday, August 2nd, 2016 at 6:00 p.m. in the Council Room at Robinson City Hall, 111 W. Lyndale, Robinson, Texas to consider the abovementioned Zoning change request.

Jana Lewellen, City Secretary

**CITY OF ROBINSON, TEXAS
A NOTICE OF PUBLIC HEARING ON A
REQUESTED AMENDMENT TO THE
ZONING MAP**

Date: June 22, 2016

Dear Sir or Madam:

This is to advise that there has been a request made by VDL Holding LLC to rezone from R-1 Single Family Residential to SF-2 on property located at 807 N Old Robinson Rd. more particularly described as follows:

5 ACRES + OR - OUT OF THE OCAMPO C TRACT 62 8.34 Acres

NOTICE OF HEARING BEFORE PLAN COMMISSION

Notice is hereby given that a public hearing will be held before the City Plan Commission of the City of Robinson on Tuesday, the 19th day of July, 2016 in the Council Chambers, 111 W. Lyndale Ave, at 6:00 p.m., regarding this requested zone change. The Plan Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Robinson on Tuesday, the 2nd day of August, 2016, in the Council Chambers, 111 W. Lyndale Ave, at 6:00 p.m., regarding this requested zone change.

According to City Tax Records, you are the owner of property which is located within two hundred (200) feet of the area of the proposed change of zoning . This is a Notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the City Plan Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request.

For more information on the Comprehensive Plan, its land use classifications and its role in the Planning and Zoning process, you may contact the Planning Department at 662-1415 ex 1540, or at 111 W. Lyndale Avenue.

Sincerely
Barry Lightfoot

NO OTHER NOTICE WILL BE MAILED

June 22, 2016

Dear Property Owner:

This is to confirm your request for a zone change located at 807 N old Robinson Rd more particularly described as follows:

5 Acres + or – out of OCAMPO C Tract 62 8.34 Acres

FIRST HEARING:

The hearing will be held before the City Plan Commission.

Day and Date: Tuesday, July 19th, 2016
Time: 6:00 P.M.
Place: Council Chambers 111 W Lindale Ave.

SECOND HEARING

The second hearing will be held before the City Council

Day and Date: Tuesday, August 2nd 2016
Time: 6.00 P.M
Place: Council Chambers 111 W Lyndale Ave.

For more information you may contact the Planning Department at 662-1415, or at 111 W. Lyndale Avenue.

Sincerely
Barry Lightfoot

DAWN STOKES
806 BEARD AVE
ROBINSON, TX 76706

RONNIE SR & STELLA CRAIG
805 BEARD AVE
ROBINSON, TX 76706

WILLIAM OLSON
712 BEARD AVE
ROBINSON, TX 76706

CHARLIE BAGBY
801 BEARD AVE
ROBINSON, TX 76706

JACK REID
308 W. KARNES DR
ROBINSON, TX 76706

JAMES SHARPE
705 BEARD AVE
ROBINSON, TX 76706

LARRY FLETCHER
710 BEARD AVE
ROBINSON, TX 76706

KENNETH MORGAN
N. OLD ROBINSON RD
ROBINSON, TX 76706

BEN HILBERT
301 W. TINSLEY DR
ROBINSON, TX 76706

ALBERT FUENTES JR
225 W. TINSLEY DR
ROBINSON, TX 76706

BOBBY GIDEON
601 CHRISTINA DR
ROBINSON, TX 76706

KEVIN KURETSCH
304 W. TINSLEY DR
ROBINSON, TX 76706

RICKY TURMAN
312 W. TINSLEY DR
ROBINSON, TX 76706

JANICE BARTON
320 W. TINSLEY DR
ROBINSON, TX 76706

WALTER KRIZAN
332 W. TINSLEY DR
ROBINSON, TX 76706

JODY HEFLIN
336 W. TINSLEY DR
ROBINSON, TX 76706

FRANCISCO VEGA
739 N. OLD ROBINSON RD
ROBINSON, TX 76706

ANTONIO CHAVEZ
326 S. CEDAR RIDGE CIR
ROBINSON, TX 76706

ROBERT OSTROM
800 N. OLD ROBINSON RD
ROBINSON, TX 76706

ROBERT OSTROM
743 N. OLD ROBINSON RD
ROBINSON, TX 76706

WACO 2BJ LLC
PO. BOX 429
CHINA SPRING, TX 76633

DAZELL RANKIN
812 N. OLD ROBINSON RD
ROBINSON, TX 76706

JUSTIN FOGLE
814 N. OLD ROBINSON RD
ROBINSON, TX 76706



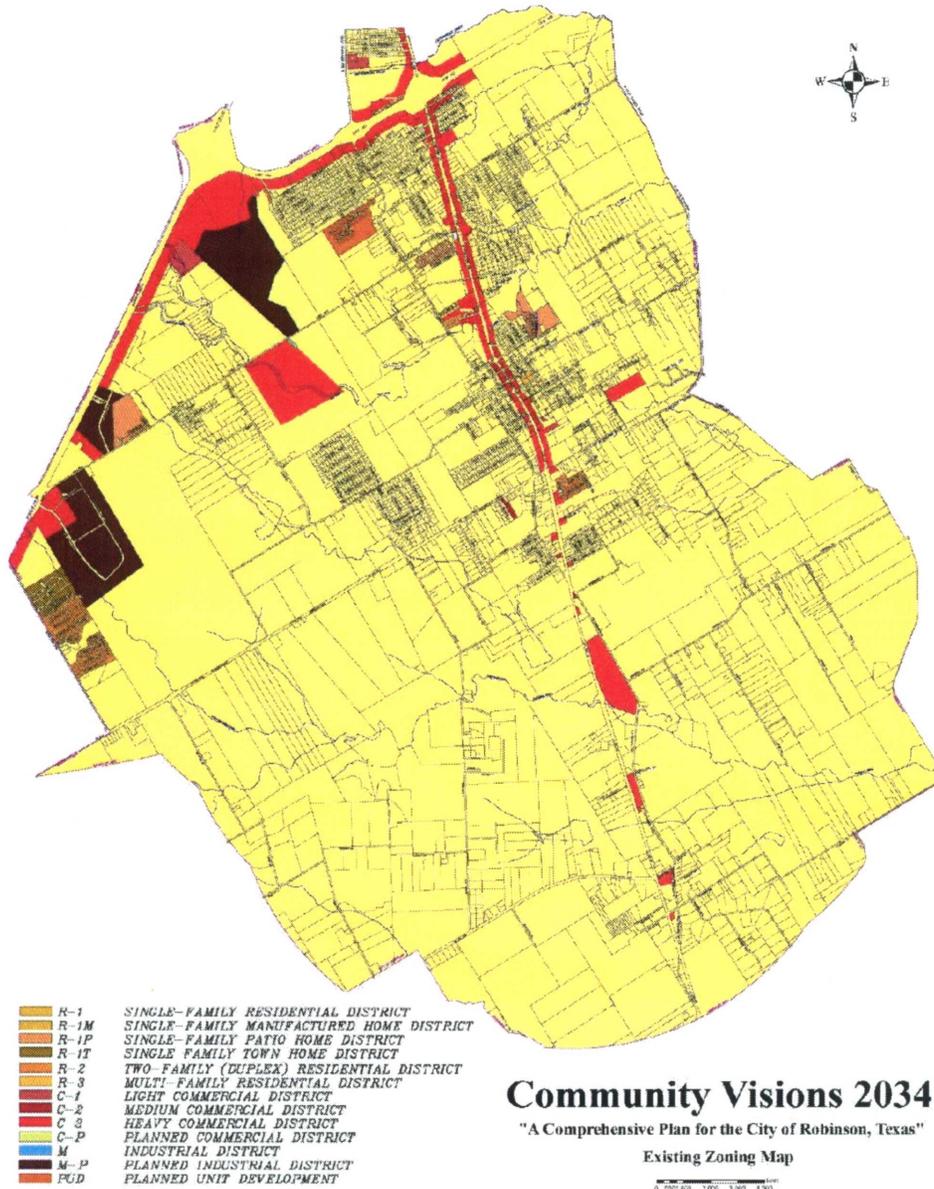


Zoning Use Table

P = Permitted by Right S = Special Use Permit = Prohibited

Specific Use	AG	SF-1	SF-2	SF-3	MH	2F	MF-1	MF-2	MF-3	O-1	O-2	C-1	C-2	C-3	I-1	I-2	I-3
Single-family dwelling	P	P	P	P	P	P	P	P	P	P	P						
Farm, ranch, or orchard	P																
Greenhouse or nursery (wholesale)	P											P	P	P	P	P	P
Hatchery, fish or shrimp or fish farm	S											P	P	P	P	P	P
Hatchery, poultry	S											S	S	S	P	P	P
Kennel without veterinary hospital	S											S	S	S	P	P	P
Livestock auction	S											S	S	S	P	P	P
Boarding or rooming house							P	P	P	P	P						
Convent or monastery	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Family or Group Home	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Fraternity or sorority	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Home for the aged	S	S	S	S	P	P	S	P	P	S	P	P	P	P			
Industrialized housing	P	P	P	P	P	P	P	P	P	P	P						
HUD-Code manufactured home land lease community	S				P												
HUD-Code manufactured home subdivision	S				P												
Multiple-family dwelling (apartment)							P	P	P	P	P						
Patio home				P	P	P	P	P	P								
Single-family dwelling	P	P	P	P	P	P	P	P	P	P	P						
Triplex							P	P	P	P	P						
Two-family dwelling (duplex)						P	P	P	P	P	P						
Townhouse				P	P	P	P	P	P	P	P						
Animal shelter (public or private)	S											S	S	S	P	P	P

Community Visions 2034





COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/29/2016

Meeting Date: 08/02/2016

Agenda Item #8

DEPT./DIVISION SUBMISSION & REVIEW:

Craig Lemin, City Manager

ITEM DESCRIPTION: Consider and possible action on agriculture agreement between the City of Robinson and Behnke Farms.

STAFF RECOMMENDATION: Staff recommends approval of the lease agreement as presented.

ITEM SUMMARY: The City of Robinson entered into an agreement with Behnke Farms on September 1, 2008 to lease land that is located within the Water Treatment Plant property along South 12th Street at Flat Creek. Behnke Farms has used the lease area to farm crops during this time period. The term of the lease was for a 5-year period ending September 1, 2013. The lease was renewed for a period of two (2) years at the September 3, 2013 City Council Meeting ending August 31, 2015, and renewed for one additional year ending August 31, 2016 at the August 4, 2015 Council Meeting.

Attached is a new Agriculture Lease Agreement between the City of Robinson and Behnke Farms for a 12-month period renewable for up to three (3) additional one year terms by mutual written agreement of the Landlord and the Tenant.

FISCAL IMPACT: None

ATTACHMENTS:

Lease Agreement

Site Plan

Agricultural Lease

Date: _____

Landlord: City of Robinson, Texas, a municipal corporation (hereinafter “City” or “Landlord”)

Landlord's Address:

111 W. Lyndale, Robinson, McLennan County, Texas 76706

Tenant: Carl and Donna Benke d/b/a Benke Farms

Tenant's Address:

5342 Rosenthal Parkway, Lorena, Texas

Leased Premises Description (hereinafter “Premises”):

A 51.6 acre tract of land being part of a 314.11 acre tract conveyed to the City of Robinson, Texas by deed recorded at Volume 1707, Page 627 of the Deed Records of McLennan County, Texas, and the location of which is shown in Exhibit “A” attached hereto.

Base Rent:

\$2000.00 payable on execution of this lease. For any renewal term the amount and terms of payment shall be as mutually agreed in the renewal.

Term (months): 12 months. Renewable for up to three (3) additional one year terms by mutual written agreement of the Landlord and the Tenant.

Commencement Date: September 1, 2016

Termination Date: August 31, 2017

Permitted Use: Solely for planting, raising, and harvesting agricultural products or grazing livestock, and no other purpose. Permitted uses do not include raising swine or fowl, feedlots, or slaughtering, processing or rendering operations; or any use that is prohibited by applicable ordinances.

Tenant's Insurance: During the term of this lease Tenant shall maintain at Tenant’s sole cost and expense general liability insurance covering the premises and operations thereon for the benefit and protection of the Tenant and the Landlord. Landlord must be named as an additional insured, and subrogation rights against the Landlord must be waived. Coverage must be in the amount of \$250,000 per person, \$500,000 aggregate. Tenant must provide Landlord with a certificate of insurance meeting the requirements above before commencing occupancy of the

premises.

B. Tenant's Obligations

Tenant agrees to -

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use based on the Tenant's own inspection.
3. Obey all laws relating to Tenant's use, maintenance of condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner, and Ordinances of the City of Robinson.
4. Pay for all labor, fuel, and utility services used by Tenant.
5. Pay all taxes on the crops raised on and Tenant's personal property located on the Premises, and any property tax on the leasehold.
6. Allow Landlord to enter the Premises to inspect the Premises and show the Premises to prospective purchasers or tenants.
7. Repair, replace, and maintain any part of the Premises used by Tenant.
8. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LANDLORD'S AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S OR TENANT'S AGENTS' USE OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS.**
9. Vacate the Premises on the last day of the Term.
10. Cultivate the Premises in a timely, thorough, and farmerlike manner, employing the best methods of farming customarily practiced on like crops in the area.

11. Keep all gates on the Premises closed and locked.
12. Enter and exit the Premises only at those places designated by Landlord.
13. Keep all fences and gates in good repair.

Tenant agrees not to -

1. Use the Premises for any purpose other than the Permitted Use.
2. Create or allow a nuisance or permit any waste of the Premises.
3. Change Landlord's lock system.
4. Alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home.
5. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
6. Hunt or fish on the Land or allow anyone else to do so.
7. Litter or leave trash or debris on the Premises.
8. Allow a lien to be placed on the Premises.

C. Landlord's Obligations

Landlord agrees to -

Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

Landlord retains no maintenance obligation with regard to the Premises.

D. General Provisions

Landlord and Tenant agree to the following:

1. *Alterations.* Improvements to the Premises require prior approval of the Landlord. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Release of Claims/Subrogation.* TENANT RELEASES LANDLORD AND LANDLORD'S AGENTS FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT AND TENANT'S AGENTS OR TO TENANT'S OR TENANT'S AGENTS' PROPERTY LOCATED ON THE PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS.**

3. *Condemnation/Substantial or Partial Taking*

If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation, except as may be payable to Tenant directly for lost crops.

4. *Landlord's Lien*

Tenant grants to Landlord a security interest in the collateral to secure payment and performance by Tenant of all obligations and payments due from Tenant under this lease. The collateral will include all of Tenant's crops, livestock, and personal property located or to be located on the Premises, and all products, proceeds, offspring, increase, governmental payments, insurance proceeds, documents of title, and warehouse receipts relating to such property.

This lease is a security agreement under both article 9 of the Texas Business and Commerce Code and the federal Food Security Act of 1985. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest. Tenant agrees to furnish to Landlord a list of the names and addresses of any buyer, commission merchant, or selling agent to or through whom Tenant may sell the collateral. Tenant agrees to notify Landlord of the identity of any buyer, commission merchant, selling agent, or warehouse to or with whom Tenant intends to sell or store the collateral within seven days before any sale or storage of the collateral.

5. *Default by Landlord/Events.* A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice. Tenant's sole remedy for a breach by Landlord is to terminate this lease and to be re-paid the proportionate share of the rent for the remaining period of the lease.

6. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; and (C) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b). Landlord's remedies for Tenant's default are to cancel this lease and take possession of the Premises. Tenant shall be liable for any costs of the Landlord incurred in re-taking possession of the Premises and excluding Tenant therefrom, including any reasonable and necessary attorney's fees. Landlord shall be under no obligation to return to Tenant any unearned, pre-paid rent, but must apply any such rent to its costs in recovering possession of the Property before charging such against the Tenant.

Landlord may terminate this lease for its own convenience for a public project on 90 days written notice. Lessor shall not be required to allow crops to mature or be harvested before exercising any right of Lessor to terminate this Lease, and Lessor shall not be liable to or responsible for reimbursement to the Lessee for the value or cost of any crops lost by virtue of termination of this Lease. However, if the Lessor terminates this Lease for its own convenience to begin its public project, and the 90 day notice period is insufficient to allow crops *already planted* to mature and be harvested, an extension of time not to exceed 90 days, will be granted.

7. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term. The rental for each month of holdover will be 150% of the effective monthly rental under this lease (annual rental divided by 12 times 1.50).

8. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

9. *Venue.* Exclusive venue is in the county in which the Premises are located.

10. *Entire Agreement.* This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

11. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

12. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

13. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Mineral Interests.* This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable

to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor. Any damages to growing crops arising from an oil, gas, or mineral interest will be paid to the Tenant.

15. *No Representation as to Zoning.* Landlord makes no representation as to the zoning applicable to the Premises or as to the potential for changes to the zoning applicable to the Premises, and Tenant has conducted Tenant's own investigation into these matters.

Landlord

City of Robinson, Texas

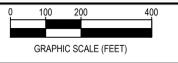
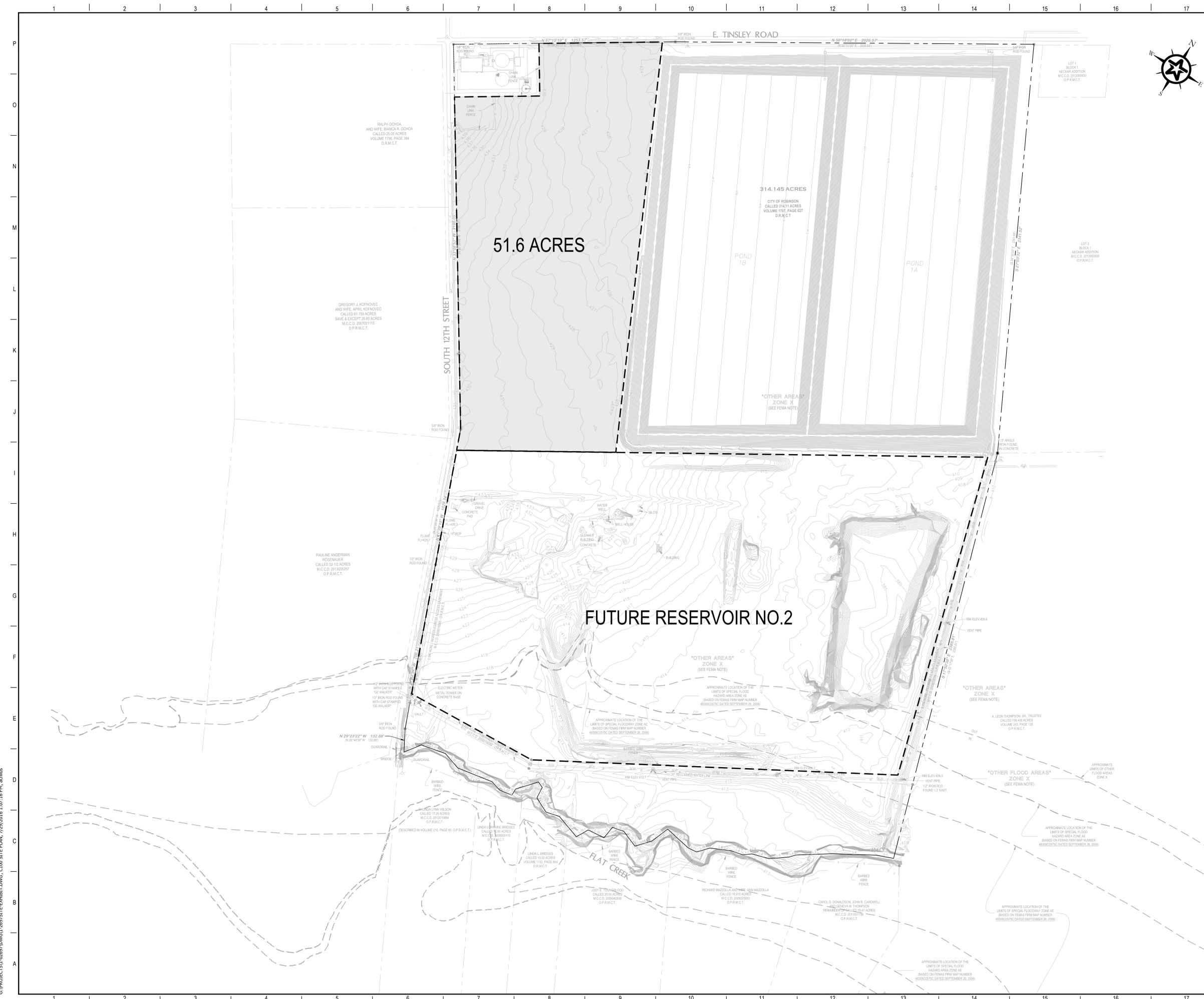
By: _____
Bert Echterling, Mayor

Tenant

Benke Farms

Carl Benke

Donna Benke



REV.	DESCRIPTION	DATE



CITY OF ROBINSON
OFF-CHANNEL RESERVOIR NO. 2

SITE PLAN

PRELIMINARY
FOR REVIEW ONLY

<small>THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF PROFESSIONAL ENGINEER GEORGE E. WALKER, JR. #65360 ON THE DATE SHOWN ON THE DATE STAMP. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.</small>	DESIGNED	GEW	DRAWING NO. C100
	DRAWN	GEW	
	CHECKED	ARC	
	PROJECT NO.	GEW	
		1-02697	

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COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/26/2016

Meeting Date: 08/02/2016

Agenda Item #9

DEPT./DIVISION SUBMISSION & REVIEW:

Craig Lemin, City Manager

ITEM DESCRIPTION: Consider and possible action on proposal from Walker Partners for engineering services for the clearing and grubbing operations phase for off channel reservoir number 2.

STAFF RECOMMENDATION: Staff recommends approval of the proposal.

ITEM SUMMARY: The proposal covers the development of the clearing and grubbing plan to include development of drawings to assist in permitting and bidding, create a drainage area map, sedimentation and erosion control plan, outline technical criteria, prepare bidding documents and assist with the bidding phase, and construction administration. Specifics are outlined in the attached proposal.

FISCAL IMPACT: \$28,000 to be expended from the Series 2016 CO issued for construction of the reservoir.

ATTACHMENTS:

Proposal for Engineering Services

PROPOSAL

To: City of Robinson
Attn: Craig Lemin, City Manager
From: George E. “Jed” Walker, Jr., PE
Project Name: Off-Channel Reservoir No. 2 – Bid Package No. 1
Project No.: 1-02697.01
Re: Proposal for Engineering Services
Date: July 15, 2016
Xc: Clark Gauer, PE

OFF-CHANNEL RESERVOIR NO. 2 – BID PACKAGE NO. 1

Walker Partners, LLC (Engineer) appreciates this opportunity to submit this Proposal to provide professional surveying and civil engineering services to _The City of Robinson (Owner) in connection with the Off-Channel Reservoir No. 2 – Bid Package No. 1 (Project). Based upon our initial meetings, we understand that the (Owner) intends to begin clearing and grubbing operations for Reservoir No. 2 by August 19, 2016 in preparation for final completion of construction for this Project by December 31, 2020.

The scope of services, schedule, and associated fees that Walker Partners proposes to provide for this Project are outlined below:

1.00 SCOPE OF SERVICES

1.01 ENGINEERING BASIC SERVICES

A. Final Design Phase (Phase 40)

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. [The Drawings to be prepared with this Phase of the Work, in general, will include the following:
 - a. General Condition Drawings – these Drawings shall be for informational, permitting, and bidding purposes and shall, in general, consist of the following:
 - i) General Notes and Project Specific Notes
 - ii) Legends, Abbreviations, and Symbols
 - iii) Survey Control Plan
 - iv) Topographic Survey
 - b. Drainage Area Map – preparation of a Drainage Area Map that will define storm discharges onto the site, the proposed drainage pattern on site, and on-site storm water management system requirements.
 - c. Sedimentation and Erosion Control Plan - prepare a Sedimentation and Erosion Control Plan for the project site including recommendations of “best management practices” for controlling sedimentation and erosion on the site during construction activities.

- d. Details – provide project-specific details, municipality standard details, and state agency (TxDOT) standard details as required for permitting, bidding, and construction purposes.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents.
5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 10 calendar days after receipt of Owner's comments and instructions.

The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

D. Bidding or Negotiating Phase (Phase 50)

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

E. Construction Administration Phase (Phase 60)

1. Assist in the preparation of formal Contract Documents.
2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

In performing these services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the contractor, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

5. Consult and advise with the Owner; issue all instructions to the contractor requested by the Owner; and prepare and issue routine change orders with Owner's approval.
6. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Owner and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.
7. Obtain and review monthly and final estimates for payments to contractors, and furnish to the Owner any recommended payments to contractors and suppliers; assemble written guarantees which are required by the Contract Documents.
8. Conduct, in company with the Owner, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect Owner's final payment to the contractors.

F. Construction Staking (Phase 65)

The Engineer shall provide staking for the limits of the work, one-time, on behalf of the Owner.

2.00 SCHEDULE FOR SERVICES

Walker Partners acknowledges the importance to the Owner of the project schedule and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. The Owner understands, however, that Walker Partners' performance must be governed by sound professional practices. If requested, Walker Partners will be pleased to develop a project schedule outlining each of the items included previously described in the scope of services.

3.00 FEES

For the ENGINEERING SERVICES, outlined above, the Owner agrees to pay Walker Partners a lump sum fee of twenty eight thousand dollars (\$28,000) to be invoiced monthly at a percentage of the work completed.

Below is an itemized breakdown of the proposed fees:

Phase No.	Description	Lump Sum Fee
40	Final Design Phase	\$14,480.00
50	Bidding or Negotiating Phase	\$3,800.00
60	Construction Administration Phase	\$8,560.00
65	Construction Staking	\$1,160.00
	TOTAL LUMP SUM FEE	\$28,000.00

*** This phase will be taxed unless proof of tax exemption is provided**

4.00 EXCLUSIONS

The following items are excluded from this proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

4.01 The proposed engineering services do not include the following:

- Geotechnical Investigation
- Environmental Investigation
- Wetlands determination and permitting
- Determination of any listed endangered or threatened species
- Determination of any designated critical habitats in the Project area
- Assistance to the Owner and/or the Contractor in filing the Notice of Intent (NOI) for the proposed construction activities

4.02 Any major changes involved after Construction Documents have been completed and approved will be charged on a time basis per hourly rates attached herewith.

5.00 ACCEPTANCE OF PROPOSAL

If the Scope of Services, Schedule, and Fees outlined herein are acceptable to The City of Robinson (Owner), please sign below to authorize the Work.

OWNER : City of Robinson

BY: _____
Signature

Printed Name

TITLE: _____

DATE SIGNED: _____

Attachment 1 - Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Managing Principal		\$225/hour
Manager		\$225/hour
Billing Class 17	Senior Project Manager	\$190/hour
Billing Class 16	Project Manager	\$150/hour
Billing Class 15	Assistant Project Manager	\$85/hour
Billing Class 14	Professional VI	\$130/hour
Billing Class 13	Professional V	\$105/hour
Billing Class 12	Professional IV	\$95/hour
Billing Class 11	Professional III	\$90/hour
Billing Class 10	Professional II	\$80/hour
Billing Class 9	Professional I	\$70/hour
Billing Class 8	Technician X	\$120/hour
Billing Class 7	Technician VII	\$110/hour
Billing Class 6	Technician VI	\$100/hour
Billing Class 5	Technician V	\$90/hour
Billing Class 4	Technician IV	\$80/hour
Billing Class 3	Technician III	\$75/hour
Billing Class 2	Technician II	\$60/hour
Billing Class 1	Technician I	\$50/hour
Support Staff I		\$55/hour
Support Staff II		\$60/hour
1-Man Crew		\$110/hour
2-Man Crew		\$130/hour
3-Man Crew		\$155/hour
4-Man Crew		\$165/hour



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/26/2016

Meeting Date: 08/02/2016

Agenda Item #10

DEPT./DIVISION SUBMISSION & REVIEW:

Craig Lemin, City Manager

ITEM DESCRIPTION: Consider and possible action on Interlocal Cooperation Agreement between the City of Robinson, Texas and McLennan County, Texas for emergency services.

STAFF RECOMMENDATION: Staff recommends approval of the Interlocal Cooperation Agreement as presented.

ITEM SUMMARY: Interlocal Cooperation agreements are generally entered into for particular projects that have been planned in advance, however, matters arise from time-to-time that are unforeseen, such as development of a pothole, a downed tree, street damage due to flooding, etc. that need resolved in a timely manner and cannot wait for the approval of a separate Interlocal Cooperation agreement. In addition, certain recurring maintenance issues would be more efficiently addressed by a single Interlocal Cooperation agreement rather than multiple agreements.

The initial term of this Agreement ends September 30, 2017. This Agreement will automatically renew for a one-year term (October 1 to September 30) at the end of the initial term or any renewal term unless either party gives written notice of the intent not to renew prior to the end of the relevant term. Either party may terminate this Agreement on 30 days written notice.

FISCAL IMPACT: The City shall pay the County the standard rates charged by the County for such services, equipment and materials.

ATTACHMENTS:

Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between the City of Robinson, Texas (hereinafter "City") and McLennan County, (hereinafter "County"), Texas.

WHEREAS, it is in the best interests of the citizens of McLennan County for the various governmental entities located in this County to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

WHEREAS, the County can provide certain services more efficiently and less expensively than the City; and

WHEREAS, Interlocal Cooperation agreements are generally entered into for particular projects that have been planned in advance, however, matters arise from time-to-time that are unforeseen, such as development of a pothole, a downed tree, street damage due to flooding, etc. that need resolved in a timely manner and cannot wait for the approval of a separate Interlocal Cooperation agreement. In addition, certain recurring maintenance issues would be more efficiently addressed by a single Interlocal Cooperation agreement rather than multiple agreements; and

WHEREAS, City and County have found it advisable to enter into an Interlocal Cooperation Act agreement as authorized by Chapter 791, Government Code to cover such situations.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

Section I: County Obligation.

Provide to the City (subject to availability of labor and equipment) street repair, obstruction removal, and related services when requested by the City.

Section II: City Obligation.

In return for the County's performance of its obligation set forth above, the City shall pay the County the standard rates charged by the County for such services, equipment and materials. Payment is due within 30 days of receipt of an invoice from the County, and shall be made by a check payable to McLennan County delivered to the McLennan County Treasurer.

Section III: Term. The initial term of this Agreement ends September 30, 2017. This Agreement will automatically renew for a one-year term (October 1 to September 30) at the end of the initial term or any renewal term unless either party gives written notice of the intent not to renew prior

to the end of the relevant term. Either party may terminate this Agreement on 30 days written notice.

Section IV: Miscellaneous Terms.

- (a) Caveat: The County's obligations are subject to time, labor and equipment constraints, and the first priority of the County is to carry out its own public functions.
- (b) Easements, Right of Way Grants, and Approvals: City agrees to obtain all easements, right of way grants, or approvals necessary, if any, for the County to perform its obligation defined herein.
- (c) Current Revenues: Performance under this Agreement by the parties is to be undertaking solely from current revenues available to the parties.
- (d) Approval of Contact: The governing body of both parties must approve this Agreement.

This agreement may be executed in multiple counterparts, each of which constitutes an original.

EXECUTED on the _____ day of _____, 2016.

CITY OF ROBINSON, TEXAS

Mayor

ATTEST:

City Secretary

MCLENNAN COUNTY, TEXAS

COUNTY JUDGE

ATTEST:

COUNTY CLERK BY APPOINTED DEPUTY



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/29/2016

Meeting Date: 08/02/2016

Agenda Item #11

DEPT./DIVISION SUBMISSION & REVIEW:

Craig Lemin, City Manager

ITEM DESCRIPTION: Conduct a vote by the City Council to place a proposal to adopt a tax rate of \$0.4995 on Tuesday, September 13, 2016, and call for two public hearings on a proposed tax rate to be held on Tuesday, August 30, 2016 and Tuesday, September 6, 2016, at 6:00 p.m. at Robinson City Hall, 111 W Lyndale Ave, Robinson, Texas 76706.

STAFF RECOMMENDATION: Conduct vote and set two public hearings as presented.

ITEM SUMMARY: The City Council held a Preliminary Budget Workshop on July 18, 2016, with a second Budget Workshop to be conducted on August 6, 2016 regarding the proposed FY 2016-2017 Budget.

The proposed tax rate will exceed the effective tax rate requiring two public hearings.

Recommend approval to place a proposal to adopt a tax rate of \$0.4995 on Tuesday, September 13, 2016, and call for two public hearings on a proposed tax rate to be held on Tuesday, August 30, 2016 and Tuesday, September 6, 2016 as presented.

FISCAL IMPACT: None

ATTACHMENTS:



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/28/2016

Meeting Date: 08/02/2016

Item #12

DEPT./DIVISION SUBMISSION & REVIEW:

Bert Echterling, Mayor

ITEM DESCRIPTION: *Executive Session:* A closed meeting will be held pursuant to *Section 551.071 of the Government Code (V.C.T.A.)* so that the City Council can seek and receive legal advice and counsel from its attorneys regarding pending or threatened litigation, settlement offers, claims, or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act (Ch.551, Gov. Code), including, but not limited to: *Thompson v City of Robinson.*

STAFF RECOMMENDATION: N/A

ITEM SUMMARY: N/A

FISCAL IMPACT: N/A

ATTACHMENTS:



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 07/28/2016

Meeting Date: 08/02/2016

Item #13

DEPT./DIVISION SUBMISSION & REVIEW:

Bert Echterling, Mayor

ITEM DESCRIPTION: Councilmember requests for items to be placed on future agendas.

ROGERS:

STIVENER:

LEUSCHNER:

ECHTERLING:

MASTERGEORGE:

JANICS:

BAKER: