



**City Council Meeting
October 4, 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, OCTOBER 4, 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: September 6, 2016; September 13, 2016; September 20, 2016; and September 26, 2016.
5. Citizen Comments.
6. Presentation of Proclamation to Dr. Michael Stones.
7. **PUBLIC HEARING:** Conduct a public hearing and consider action on Ordinance 2016-007 regarding a zoning change from R-1, Single Family Residential to 2F located at 511 S Old Robinson Road.
8. **PUBLIC HEARING:** Conduct a public hearing and consider action on Ordinance 2016-010 regarding a zoning change from from R-1, Single Family Residential to 2F located at 312 W Tate.
9. Consider and possible action on developer's requested exception/variance from certain utility requirements of the Subdivision Ordinance for a portion of the Leasing Center Drive Addition.
10. Consider and possible action on Ordinance 2016-011 to establish a joint public hearing with the City Council and Planning and Zoning Commission to consider recommendations and possible action amending the zoning ordinance and zoning map of the City of Robinson.

City Council Meeting Agenda

October 4, 2016

Page 1 of 2

11. **PUBLIC HEARING:** Conduct a public hearing and consider action on Ordinance 2016-012 affecting participation of the City Employees in the Texas Municipal Retirement System.
12. Consider and possible action on Ordinance 2016-013 electing for the city to make current service and prior service contributions to the city's account in the benefit accumulation fund of the Texas Municipal Retirement System at the actuarially determined rate of total employee compensation.
13. Consider and possible action on Municipal Lease Agreement with Motorola regarding the 800 MHz radio equipment.
14. Councilmember requests for items to be placed on future agendas.
15. 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: 09/29/2016

Meeting Date: 10/04/2016

Item #3

CALL TO ORDER:

INVOCATION:

ROLL CALL:

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



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 09/29/2016

Meeting Date: 10/04/2016

Item #4

DEPT./DIVISION SUBMISSION & REVIEW:

Jana Lewellen, City Secretary

ITEM DESCRIPTION: Approve Minutes: September 6, 2016; September 13, 2016; September 20, 2016; and September 26, 2016.

STAFF RECOMMENDATION: Approve minutes as presented in item description.

ITEM SUMMARY: Minutes from the September 6, 2016; September 13, 2016; September 20, 2016; and September 26, 2016 has been provided for review.

FISCAL IMPACT: None

ATTACHMENTS:

September 6, 2016 Regular Meeting Minutes

September 13, 2016 Special Called Meeting Minutes

September 20, 2016 Special Called Joint Meeting Minutes

September 26, 2016 Special Called Meeting Minutes

MINUTES OF CITY COUNCIL MEETING SEPTEMBER 6, 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 Steve Janics. Councilmember Doye Baker was absent.
4. **Approve Minutes from: August 2, 2016; August 6, 2016; August 12, 2016 and August 30, 2016:** Jim Mastergeorge motioned to approve the minutes from the August 2, 2016; August 6, 2016; August 12, 2016 and August 30, 2016 meetings as written. Jeremy Stivener seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.
5. **Citizen Comments.** Bill Johnson, 1897 S Old Robinson Road, Robinson, Texas 76706, commended the Robinson Police Department, and spoke regarding the McLennan County Tax Appraisal District. Charles Hartstack, 926 Downsville Road, Robinson, Texas 76706, spoke regarding the lack of productivity regarding the Building Standards Commission, the lack of house address numbers, commended the Robinson Police Department, and the street conditions along Downsville Road. Korey Coleman, 846 Peevey Lane, Robinson, Texas 76706, spoke regarding code enforcement, and street conditions along Peevey Lane.
6. **PUBLIC HEARING: Conduct a public hearing and consider action on Ordinance 2016-007 regarding a zoning change from R-1, Single Family Residential to 2F located at 511 S Old Robinson Road.** The Public Hearing was opened at 6:17 p.m. Interim Planning Director Barry Lightfoot provided an overview of the zoning request. Luke Morton, 3825 W Waco Drive, Waco, Texas 76710 provided a general layout of the subdivision and requested approval. City Manager Craig Lemin informed Council that Mr. Morton has a second zoning change request scheduled to go before the Planning and Zoning Commission regarding the same subdivision. Mr. Lemin recommended to leave this Public Hearing open until the October 4, 2016 Council Meeting, and take action on both properties at the same meeting. No further action.
7. **PUBLIC HEARING: Conduct the second of two public hearings to receive comments on the proposed tax rate of \$0.499500 cents per \$100 valuation for fiscal year 2017 (2016 tax year), and announce meeting to adopt the proposed tax rate on September 13, 2016.** City Manager Craig Lemin presented the item, and Mayor Echterling opened the Public Hearing at 6:22 PM. There were no comments; therefore, the Public Hearing was closed at 6:23 PM. Mayor Echterling announced the meeting to adopt the proposed tax rate is September 13, 2016. No action was taken.

- 8. PUBLIC HEARING: Conduct a public hearing for the City of Robinson Budget for fiscal year beginning October 1, 2016, and ending September 30, 2017.** City Manager Craig Lemin presented this item, and provided an overview of the budget summary. The Public Hearing was opened at 6:26 p.m. Charles Hartstack 926 Downsville Road, Robinson, Texas 76706, commended the city on conducting the budget work sessions. Mike Sanders, 981 Peevey Lane, Robinson, Texas 76706, asked where were the funds placed after the sale of city owned equipment purchased by the street department. Mr. Lemin stated this went back to the street replacement project fund. Mr. Sanders also asked if the radio system was included in this year's budget. Mr. Lemin stated the radio system will be purchased on a 3-year lease purchase agreement with a down payment from the fund balance. Mr. Lemin said the Gradall that is proposed in the General Fund budget has a one-year cost of \$120,000.00 which would cover all three payments for the next three years. Mr. Sanders also asked if money was allocated to the Chamber from the Hotel/Motel Tax Fund. Mr. Lemin said no as this was not an allowable use for these funds. After no additional comments the Public was closed at 6:32 p.m. No action taken.
- 9. Consider and possible action on agriculture agreement between the City of Robinson and Behnke Farms.** City Manager Craig Lemin presented this item. Mr. Lemin stated council previously approved the lease agreement at its August 2, 2016 meeting; however, upon review by the tenant proposed changes were submitted which are now included in the revised agreement and consistent with past agreements. Following discussion, Jimmy Rogers motioned to approve the revised agreement as presented. Jeremy Stivener seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.
- 10. Consider and possible action on Ordinance 2016-008 declaring unopposed candidates elected to office and canceling the November 8, 2016, General Election.** City Secretary Jana Lewellen presented this item. Mrs. Lewellen stated the filing dates for the November 8, 2016 election began on July 25, 2016 and ended on August 22, 2016. After the Write-In deadline on August 26th, the City received four applications for the four vacancies. Mrs. Lewellen said this would only cancel the General Election portion of the November 8, 2016 Election, but citizens would still have the opportunity to cast their vote regarding the Local Option Election. Following discussion, Jimmy Rogers motioned to approve Ordinance 2016-008 declaring unopposed candidates to office and canceling the November 8, 2016 General Election. Steve Janics seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.
- 11. Consider and possible action regarding Notice of Joint Election.** City Secretary Jana Lewellen presented this item, and stated the Notice of Joint Election prepared by McLennan County includes voting in a Local Option Election to vote for/against "the legal sale of mixed beverages in restaurants by food and beverage certificate holders only". Following discussion, Jeremy Stivener motioned to approve the Notice of Joint Election as presented. Jim Mastergeorge seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.

12. Consider and possible action regarding nominations to serve a six-year term on the Texas Municipal League Intergovernmental Risk Pool Board of Trustees. City Manager Craig Lemin presented this item and said each member of the Risk Pool is entitled to vote for Board of Trustee members. Following discussion, Bert Echterling motioned to cast votes for Mary Gauer, Place 6; C. J. Wax, Place 7; Andrea M Gardner, Place 8; and Andres Garza, Place 9. Jim Mastergeorge seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.

13. Consider and possible action authorizing staff and the city engineer to go out for bids for the reclamation of Downsville Road. City Manager Craig Lemin presented this item. Mr. Lemin said the previous work completed has created challenges for project, and stated staff does not have the equipment or expertise to complete the reclamation of the roadway. Staff recommends going out for bids to complete this project, and a Special Meeting would need to be conducted after the bids are received to award the bid. Following discussion, Jeremy Stivener motioned to authorize staff and the city engineer to go out for bids as presented. Steve Janics seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.

14. Councilmember requests for items to be placed on future agendas. Councilmember Vernon Leuschner requested discussion regarding Code Enforcement be place on a future agenda.

15. Adjourn. Meeting adjourned at 7:01 p.m.

Bert Echterling, Mayor

ATTEST:

Jana Lewellen, City Secretary

MINUTES OF SPECIAL CALLED CITY COUNCIL MEETING SEPTEMBER 13, 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, and Jim Mastergeorge. Councilmembers Steve Janics, and Doye Baker were absent.
4. **Consider and possible action on Ordinance 2016-009 adopting a budget and making appropriations for the support of the City of Robinson for Fiscal Year 2016-2017.** City Manager Craig Lemin presented this item and gave a brief overview of the budget summary. Following discussion, Jim Mastergeorge motioned to approve Ordinance 2016-009 adopting the budget as presented. Bert Echterling seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, and Echterling. Motion carried by a vote of 5-0.
5. **Consider and possible action on Ordinance 2016-010 adopting tax rate and levying property taxes for 2016.** City Manager Craig Lemin presented this item. Following discussion, Jimmy Rogers moved that the property tax rate be increased by the adoption of a tax rate of \$0.499500, which is effectively a 6.54 percent increase in the tax rate. Jeremy Stivener seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, and Echterling. Motion carried by a vote of 5-0.
6. **Consider and possible action to ratify the property tax increase reflected by the adoption of the budget which requires raising more revenue from property taxes than in the previous year.** City Manager Craig Lemin presented this item. Following discussion, Jeremy Stivener moved to ratify the property tax revenue increase reflected in the FY 2016-2017 budget. Jim Mastergeorge seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, and Echterling. Motion carried by a vote of 5-0.
7. **Consider and possible action on Ordinance 2016-011 establishing Utility Rates.** City Manager Craig Lemin presented this item, and provided a brief summary of the proposed utility rates. Mr. Lemin stated he would like to review the rate study prior to the next year's budget. Jeremy Stivener motioned to approve Ordinance 2016-011 as presented. Jim Mastergeorge seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, and Echterling. Motion carried by a vote of 5-0.

- 8. Consider and possible action regarding Interlocal Cooperative Agreement between the City of Robinson and the City of Waco for use of the City of Waco MHZ trunked voice radio system.** Chief of Police Rusty Smith presented this item. Chief Smith stated the City of Waco is required to enter into agreements with federal, state, and other agencies regional radio systems, and the City of Robinson having access to the City of Waco's radio system requires an agreement. Following discussion, Jim Mastergeorge motioned to approved the Interlocal Cooperative Agreement as presented. Jimmy Rogers seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, and Echterling. Motion carried by a vote of 5-0.
- 9. *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*.** This item was tabled.
- 10. Consideration and possible action on settlement of *Thompson v City of Robinson* litigation.** No action taken.
- 11. Adjourn.** Meeting adjourned at 6:28 p.m.

Bert Echterling, Mayor

ATTEST:

Jana Lewellen, City Secretary

MINUTES OF SPECIAL CALLED JOINT CITY COUNCIL & PLANNING AND ZONING COMMISSION MEETING SEPTEMBER 20, 2016

1. **Call to order.** Meeting was called to order at 6:11 P.M. by Mayor Bert Echterling.
2. **Invocation.** No invocation was given.
3. **Roll Call.** Councilmembers present: Vernon Leuschner, Bert Echterling, Jim Mastergeorge, and Steve Janics. Councilmembers Jimmy Rogers, Jeremy Stivener, and Doye Baker were absent. Planning and Zoning Commission Members present: Mike Muhlman, Mike Sanders, Bill Morgan, Jim Reid, and Dexter Sternberg.
4. **Discussion regarding City of Robinson Land Use Regulations.** Karen Mitchell, Planning Consultant, and Linda Sjogren, Senior Associate with Bojorquez Law Firm, were present. Mrs. Mitchell stated the City of Robinson adopted its current zoning regulations ordinance in November of 2014. She stated the ordinance does not mention the zoning map, but appears that the map adopted with the Comprehensive Plan is the zoning map for the City. Mrs. Mitchell stated there is issue in that the zoning districts in zoning ordinance do not match up with the zoning districts on the zoning map. Both Mrs. Mitchell, and Mrs. Sjorgen recommended to prepare a zoning amendment which will repeal the current zoning district categories and replace with the ones from the previous zoning ordinance, and to update the map attached to the Comprehensive Plan as the City's official zoning map.

Mrs. Sjogren stated Section 211.007 of the Texas Local Government Code allows for the City Council to adopt a procedure for the City Council and Planning and Zoning Commission to hold a joint meeting and public hearing that would provide notice of the Zoning Amendment and the updating of the official zoning map. The City Council is scheduled to adopt this procedure at its October 4, 2016 Council meeting. Once this is complete, the City can begin to have work sessions on whether or not the zoning ordinance needs to be looked at in detail. No action was taken.
5. ***Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.071, to consult with the City Attorney on items listed on the Agenda.*** This item was tabled.
6. **Adjourn.** Meeting adjourned at 7:05 p.m.

Bert Echterling, Mayor

ATTEST:

Jana Lewellen, City Secretary

MINUTES OF SPECIAL CALLED CITY COUNCIL MEETING SEPTEMBER 26, 2016

1. **Call to order.** Meeting was called to order at 10:00 A.M. by Mayor Bert Echterling.
2. **Invocation.** Jimmy Rogers provided the Invocation.
3. **Roll Call.** Councilmembers present: Jimmy Rogers, Vernon Leuschner, Bert Echterling, and Jim Mastergeorge. Councilmembers Jeremy Stivener, Steve Janics, and Doye Baker were absent.
4. **Consider and possible action on bid award for the Downsville Road Improvement Project.** Clark Gauer, PE with Walker Partners provided an overview of the bid tabulation regarding the Downsville Road Improvement Project. Mr. Gauer stated bids were opened on September 23, 2016 at 2:00 p.m. with the C-Hop Construction, LLC coming in as the low bidder at \$341,239.50. Mr. Gauer said the engineer's opinion of the probable construction cost for the project was \$283,000.00. Councilmember Vernon Leuschner asked why the projected cost was lower than the bids received. Mr. Gauer stated this was because the scope of the project is smaller than most. Mr. Gauer stated Walker Partners has not worked with C-Hop previously, but a few references have been contacted which provided responses that C-Hop has provided equitable quality work; therefore, he recommended award of the Downsville Road Improvement Project to C-Hop construction as presented. Following discussion by Council, Jimmy Rogers motioned to award the bid to C-Hop Construction, LLC in the amount of \$341,239.50. Jim Mastergeorge seconded this motion. Voting in favor: Rogers, Leuschner, Mastergeorge, and Echterling. Motion carried by a vote for 4-0.
5. **Adjourn.** Meeting adjourned at 10:35 a.m.

Bert Echterling, Mayor

ATTEST:

Jana Lewellen, City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 09/29/2016

Meeting Date: 10/04/2016

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:



Proclamation §

- WHEREAS,** *the City of Robinson is greatly honored to recognize the retirement of Dr. Michael Stones;*
- WHEREAS,** *Dr. Stones began his practice in Robinson, Texas in 1985; and*
- WHEREAS,** *our community owes a debt of gratitude to Dr. Stones for his contribution to advancing the art and science of medicine in the never-ending fight against disease; and*
- WHEREAS,** *we commend Dr. Stones for his contribution to our community in promoting the highest-quality medical care, stringent medical ethics and ongoing advancements in medical procedures, treatment and prevention; and*
- WHEREAS,** *it is truly an honor to recognize Dr. Michael Stones for his continued dedication to the citizens of Robinson. We thank him for his service, and extend to him our well wishes in his upcoming retirement.*

NOW, THEREFORE, I, BERT ECHTERLING, Mayor of the City of Robinson, Texas, do hereby proclaim this the 4th day of October as

Dr. Michael Stones Day

and I urge all citizens to join with the patients, family, friends, and co-workers on this joyous occasion to express profound gratitude as we celebrate his selfless service to our community.

IN TESTIMONY WHEREOF, I witness my hand and the Seal of the City of Robinson, Texas, this the 4th day of October, 2016.

BERT ECHTERLING, Mayor

ATTEST:

Jana Lewellen, City Secretary



Staff Report – City Council

Date: October 4, 2016
Case No: Z-2016-3
Request: R-1 to 2-F
Applicant: Donald Eskew
Agenda Item #7

Originating Department:

Barry Lightfoot, Interim Planning Director

Item Description: PUBLIC HEARING: Conduct a public hearing and consider action on Ordinance 2016-007 regarding a zoning change from R-1, Single Family Residential to 2F located at 511 S Old Robinson Road.

Case Summary: The applicant has submitted a request to rezone 3.256 acres located at 511 S Old Robinson Rd from R-1 to 2F

Current Zone:

R-1

Proposed Zone:

2-F

Proposed Zone Allowable Uses:

The Proposed zone allowable uses are

- Emergency Vehicle Services
- Electrical substation
- Electrical transmission
- Fire station
- Gas line and regulating station
- Convent or monastery
- Fraternity or sorority
- Home for the aged
- Industrialized housing

- Patio homes
- Single family dwellings
- Two family dwellings
- Townhouse
- College, university or seminary
- Community center
- Place of worship
- Pre school
- School- business, trade elementary or secondary
- Park or playground

Project Analysis: The entire 3.256-acre tract is currently undeveloped except for one house that fronts S Old Robinson Rd.

Recommendation: Recommend approval of zone change from R-1 to 2F located at 511 S Old Robinson Rd (3.256 acres). Water and sewer are available to the proposed site. The existing land use plan shows the property to be residential. The following criteria must be followed.

- A subdivision plat is required.
- Follow The City of Robinson Standard Details for Public Infrastructure.
- Proposed use must conform to the 2F zone district.

The Planning and Zoning Commission met on August 16, 2016 and recommended approval of the zoning change by a vote of 4-0.

Attachments:

- Zoning application
- Property location map
- Notice of Public Hearing
- Property Owner Notification
- Surrounding Property Owner Notifications
- Property owners list
- Existing Zoning Map
- Existing Land Use Map
- Future Land Use Map
- Ordinance

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

1. Case: _____ Applicant: **Strava Const. & Development** Date: **6/7/16**
2. Property Address: **511 S. Old Robinson Rd.**
3. Legal Description: (Submit certified field notes, if not subdivided with lot and block description)
Lot(s): **(See Below)** Block: _____ Addition: _____
- Legal Description: O'CAMPO C Tract 3 Acres 3.256**
MCAD Property ID: 157772
4. Existing Property Use: **3.256 ac. +/- tract with 1 single family home**
5. Proposed Property Use: **To Develop**
6. Existing Zoning: **Residential (R-1)** 7. Proposed Zoning: **Multi-Family (ZF)**
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: **7/13/16** (Make check payable to the City of Robinson)
A) Special permit: \$ _____ B) Zoning: \$ _____
12. The next monthly deadline is 5 p.m. on _____ to be heard at the Planning and Zoning Commission meeting on _____ and at the City Council on _____.
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: **Donald Eskew**

Buyer/Agent: _____

Signature 

Signature

Applicant Name: _____
(Printed)

Buyer/Agent: _____
(Printed)

Address/Zip: **3825 W. Waco Dr.,
Waco, TX 76710**

Address/Zip: _____

Work Telephone: **254-230-9016 (Office)**

Work Telephone: _____

Hm. Telephone: _____

Hm. Telephone: _____

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



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Robinson Developers, LLC (Seller) and Strava Const. & Development (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block _____, Addition _____, City of See Special Provisions, County of McLennan, Texas, known as Robinson, (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing \$ 60,000.00
B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ 340,000.00
C. Sales Price (Sum of A and B) \$ 400,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Seller is a Licensed Real Estate Agent in Texas

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 1,000.00 as earnest money with First Title of Waco as escrow agent, at 3701 W Waco Dr. Waco, TX 76710 (address). Buyer shall deposit additional earnest money of \$ 9,000.00 with escrow agent within 60 days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:
A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by First Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: (i) will not be amended or deleted from the title policy; or (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 (1) Within _____ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property

Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.

- (2) Within 60 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: Mult-family OR Park Home - Zoning (ZF)

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in

the extraterritorial jurisdiction 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 extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer 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 Paragraph 2 or at closing of purchase of the real property.

(7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(11) **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."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments:

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to

provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before September 30, 2015, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Legal Description: Tract 5 5.617 +/- & Tract 3 3.256 +/- acres out of the O'Campo Ct Tract. *This contract is contingent upon the City of Robinson Rezoning the property from its current zoning*

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(Address of Property)

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the proration when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide

TAR 1607

Initialed for identification by Buyer

and Seller

TREC NO. 8-12

a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at:	To Seller at:
<u>3825 W Waco Dr.</u>	<u>3701 W Waco Dr.</u>
<u>Waco, TX 76710</u>	<u>Waco, TX 76710</u>
Phone: <u>(254) 752-1416 (fax)</u>	Phone: _____
Fax: <u>254-263-2940 (ofc.)</u>	Fax: _____
E-mail: _____	E-mail: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input checked="" type="checkbox"/> Other (list): <u>Addendum for Seller's disclosure of Lead-Based Paint</u> |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | |

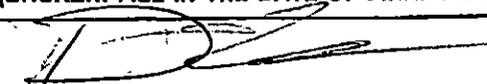
TAR 1607 Initialed for identification by Buyer [Signature] and Seller [Signature] TREC NO. 9-12

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 1,500.00 (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____	Seller's Attorney is: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

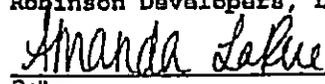
EXECUTED the 28 day of June, 2016 (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)



Buyer
Straya Const. & Development



Seller
Robinson Developers, LLC



Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188. (512) 936-3000 (<http://www.trec.texas.gov>)
TREC NO. 9-12. This form replaces TREC NO. 9-11.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____ represents <input type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent	Keller Williams Realty _____ 8 Listing Broker Firm License No. _____ represents <input type="checkbox"/> Seller and Buyer as an intermediary <input checked="" type="checkbox"/> Seller only as Seller's agent
Associate's Name _____ License No. _____	JRHST - JB _____ Listing Associate's Name License No. _____
Licensed Supervisor of Associate _____ License No. _____	Donna Hazelwood _____ Licensed Supervisor of Listing Associate License No. _____
Other Broker's Address _____ Fax _____	3701 W Waco Dr. _____ (254) 761-5120 Listing Broker's Office Address Fax _____
City _____ State _____ Zip _____	Waco _____ TX _____ 76710 City State Zip
Associate's Email Address _____ Phone _____	jbird@kw.com _____ (254) 717-6721 Listing Associate's Email Address Phone _____
	Selling Associate's Name _____ License No. _____
	Licensed Supervisor of Selling Associate _____ License No. _____
	Selling Associate's Office Address _____ Fax _____
	City _____ State _____ Zip _____
	Selling Associate's Email Address _____ Phone _____

Listing Broker has agreed to pay Other Broker zero of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____ Email Address _____

Address _____ Phone: _____

City _____ State _____ Zip _____ Fax: _____



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

312 N. Tate & 511 S. Old Rob. Rd. Robinson
(Street Address and City)

A. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL: Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

1. Conventional Financing:

- (a) A first mortgage loan in the principal amount of \$ 340,000.00 (excluding any financed PMI premium), due in full in 7 year(s), with interest not to exceed 4.500 % per annum for the first 15 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.
(b) A second mortgage loan in the principal amount of \$ (excluding any financed PMI premium), due in full in year(s), with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

2. Texas Veterans Loan: A loan(s) from the Texas Veterans Land Board of \$ for a period in the total amount of years at the interest rate established by the Texas Veterans Land Board.

3. FHA Insured Financing: A Section FHA insured loan of not less than \$ (excluding any financed MIP), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

4. VA Guaranteed Financing: A VA guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

5. USDA Guaranteed Financing: A USDA-guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

6. Reverse Mortgage Financing: A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ (excluding any financed PMI premium or other costs), with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan. The reverse mortgage loan will not be an FHA insured loan.

Initialed for identification by Buyer and Seller

TREC NO. 40-7 11-2-2016

TAR 1901

Carroll Kirby, Inc., 1621 James Ave. Waco, TX 76706 Phone: (254)723-1111

Charles Morton Fax: Produced with aqForm by sBlogia 10075 Pines Mile Road, Fraser, Michigan 48226 www.rbl.com

Old Robinson Rd.

312 W. Tate & 511 S. Old Rob. Rd., Robinson, TX 76706

(Address of Property)

B. APPROVAL OF FINANCING: Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained.

1. Buyer Approval:

[X] This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 30 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

[] This contract is not subject to Buyer obtaining Buyer Approval.

2. Property Approval: Property Approval will be deemed to have been obtained when the Property has satisfied lender's underwriting requirements for the loan, including but not limited to appraisal, insurability, and lender required repairs. If Property Approval is not obtained, Buyer may terminate this contract by giving notice to Seller before closing and the earnest money will be refunded to Buyer.

3. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

C. SECURITY: Each note for the financing described above must be secured by vendor's and deed of trust liens.

D. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____; or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs.

(1) The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

(2) If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

(3) If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

E. AUTHORIZATION TO RELEASE INFORMATION:

(1) Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

(2) Seller and Buyer authorize Buyer's lender, title company, and escrow agent to disclose and furnish a copy of the closing disclosures provided in relation to the closing of this sale to the parties' respective brokers and sales agents identified on the last page of the contract.

Buyer Straya Const. & Development

Seller Robinson Developers, L.L.C.

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12168, Austin, TX 78711-2168. (512) 916-3000 (http://www.trec.texas.gov) TREC No. 40-7. This form replaces TREC No. 40-6.



ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 312 W Tate & 511 E Old Rob. Rd. Robinson (Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

- 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
(a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain):
(b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
(a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents):
(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- 1. Buyer has received copies of all information listed above.
2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4952d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer Signature: Straya Const. & Development, Date: 6-27-16
Seller Signature: Amanda Stalue, Date: 06/20/2016
Seller: Robinson Developers, LLC
Other Broker, Date, Listing Broker, Date

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov)



PUBLIC NOTICE

The City of Robinson Planning and Zoning Commission will meet and conduct a Public Hearing to receive comments on Tuesday, Aug 16th, 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 OCAMPO C TRACT 3; 3.256 ACRES (511 S Old Robinson Rd) from R-1 Single Family Residential to 2F.

The Robinson City Council will conduct a Public Hearing and consider the recommendation of the Planning and Zoning Commission at its meeting on Tuesday, Sept. 6th 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: July 15, 2016

Dear Sir or Madam:

This is to advise that there has been a request made by Strava Construction and Development to rezone from R-1 Single Family Residential to 2F on property located at 511 S Old Robinson Rd. more particularly described as follows:

OCAMPO C TRACT 3; 3.256 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 16th day of August, 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 6th day of September, 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

July 15, 2016

Dear Property Owner:

This is to confirm your request for a zone change located at 511 S old Robinson Rd more particularly described as follows:

OCAMPO C Tract 3; 3.256 Acres

FIRST HEARING:

The hearing will be held before the City Plan Commission.

**Day and Date: Tuesday, August 16th, 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, September 6th 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

ROBINSON ISD
500 W LYNDAL AVE
ROBINSON, TX 76706-5505

ROBINSON DEVELOPERS LLC
3701 W WACO DR
WACO, TX 76710

JOHN SISNEROZ
409 S OLD ROBINSON RD
ROBINSON, TX 76706-5514

STEPHEN & VERONICA MALIDEN
306 W TATE AVE
ROBINSON, TX 76706-5527

MARY JEANETTE DICKERSON WEISS
2217 W MOONLIGHT DR
ROBINSON, TX 76706

JUSTIN & BRITTANY MAHAN
401 S OLD ROBINSON RD
ROBINSON, TX 76706

ROBINSON FAWN A'LE
600 S OLD ROBINSON RD
ROBINSON, TX 76706-5519

RANDY RAY SIMONS
3600 HIGH PRAIRIE RD
VALLEY MILLS, TX 76689-2703

ROBERT A LAUGHLIN
361 W CENTRAL
LORENA, TX 76655-4312

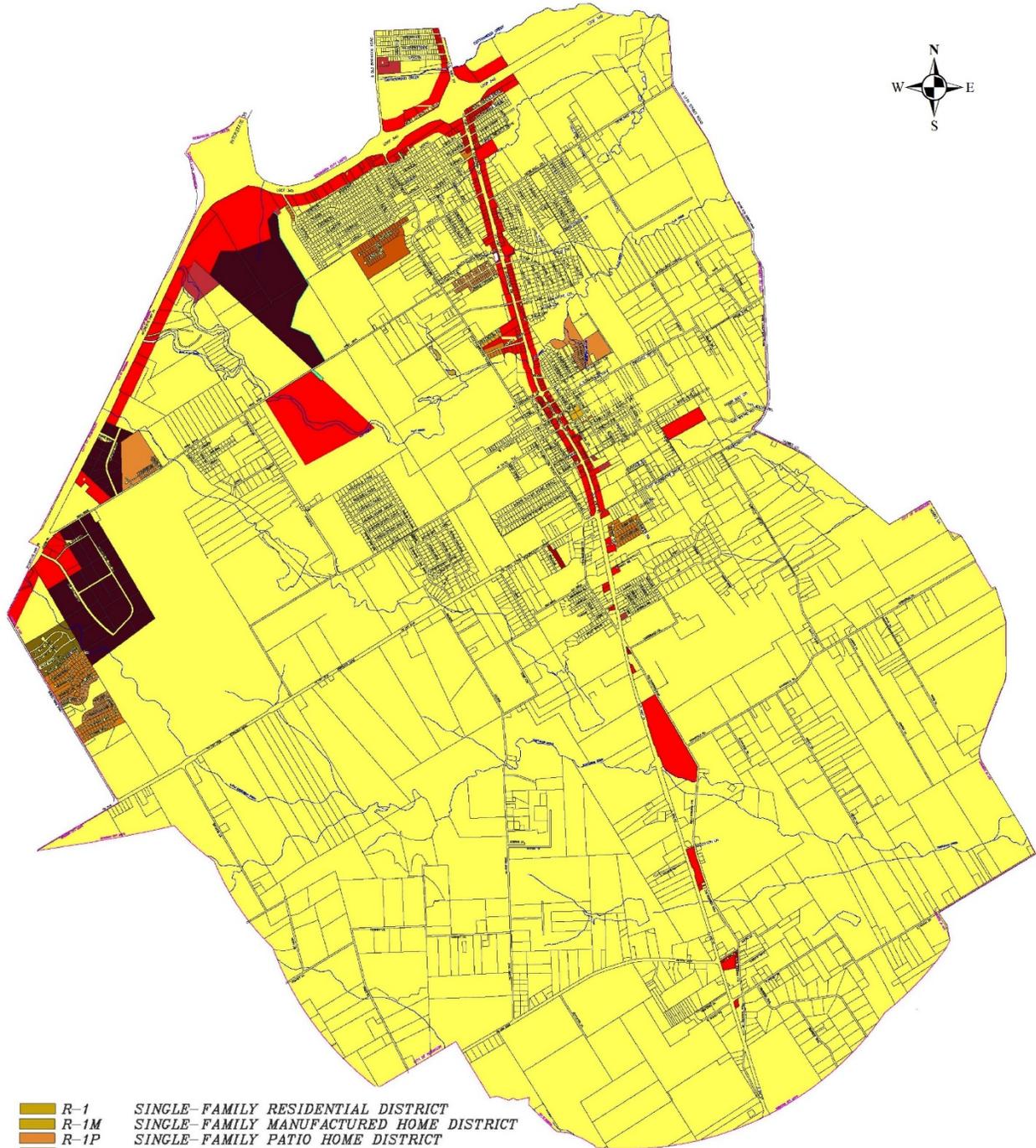
KENNETH HENDRIX
530 JASON ST
ROBINSON, TX 76706-5114

KEVIN K & LORI KENNY
714 N OLD ROBINSON RD
ROBINSON, TX 76706-5223

MORRIS A & RHONDA G WOOD
423 POMPAO PARK
ROBINSON, TX 76706-7397

CARL CLENDENING
410 S OLD ROBINSON RD
ROBINSON, TX 76706-5515

BILLY H LAUGHLIN
408 S OLD ROBINSON RD
ROBINSON, TX 76706-5515



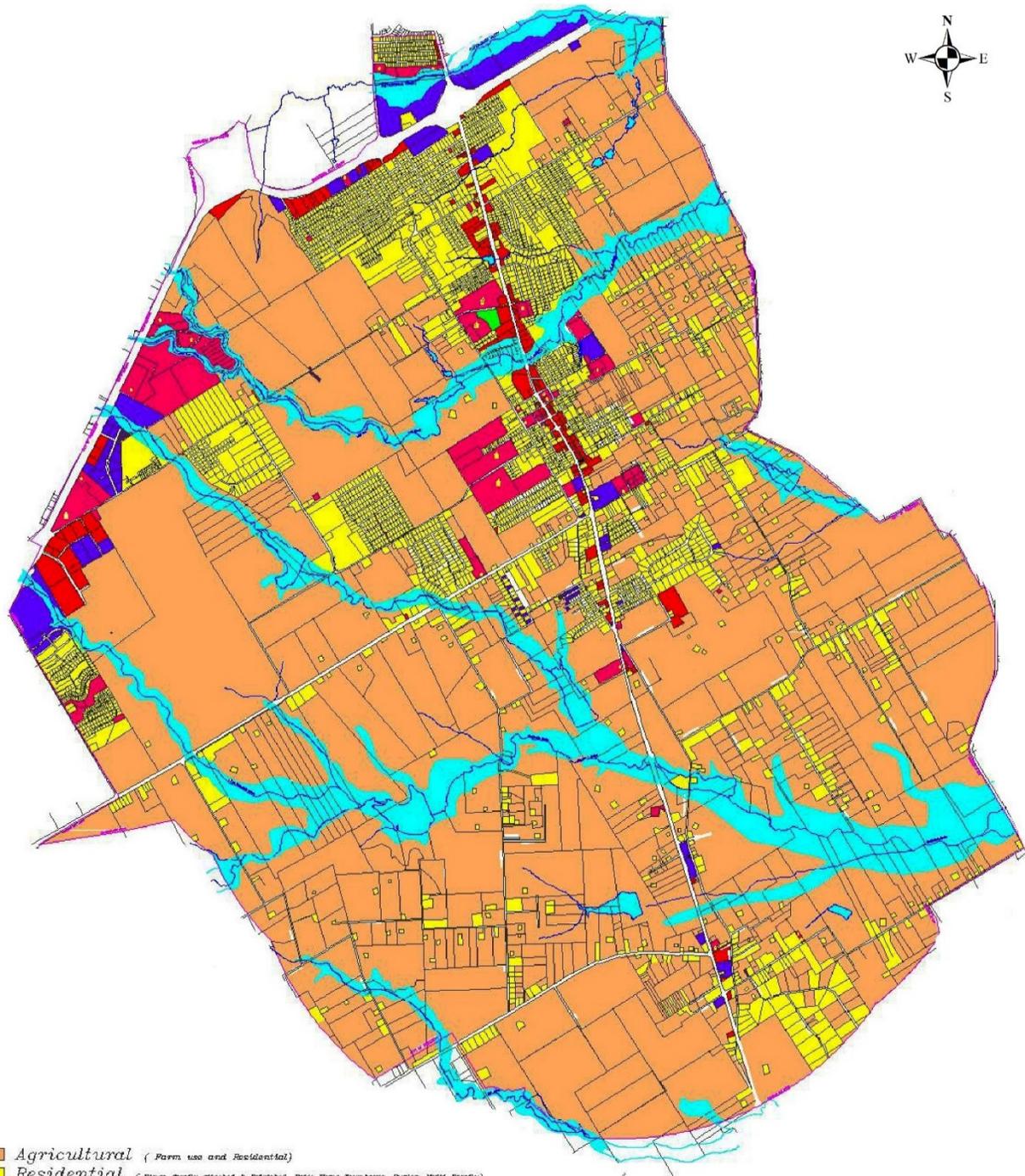
- R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT
- R-1M SINGLE-FAMILY MANUFACTURED HOME DISTRICT
- R-1P SINGLE-FAMILY PATIO HOME DISTRICT
- R-1T SINGLE-FAMILY TOWN HOME DISTRICT
- R-2 TWO-FAMILY (DUPLIX) RESIDENTIAL DISTRICT
- R-3 MULTI-FAMILY RESIDENTIAL DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 MEDIUM COMMERCIAL DISTRICT
- C-3 HEAVY COMMERCIAL DISTRICT
- C-P PLANNED COMMERCIAL DISTRICT
- M INDUSTRIAL DISTRICT
- M-P PLANNED INDUSTRIAL DISTRICT
- PUD PLANNED UNIT DEVELOPMENT

Community Visions 2034

"A Comprehensive Plan for the City of Robinson, Texas"

Existing Zoning Map





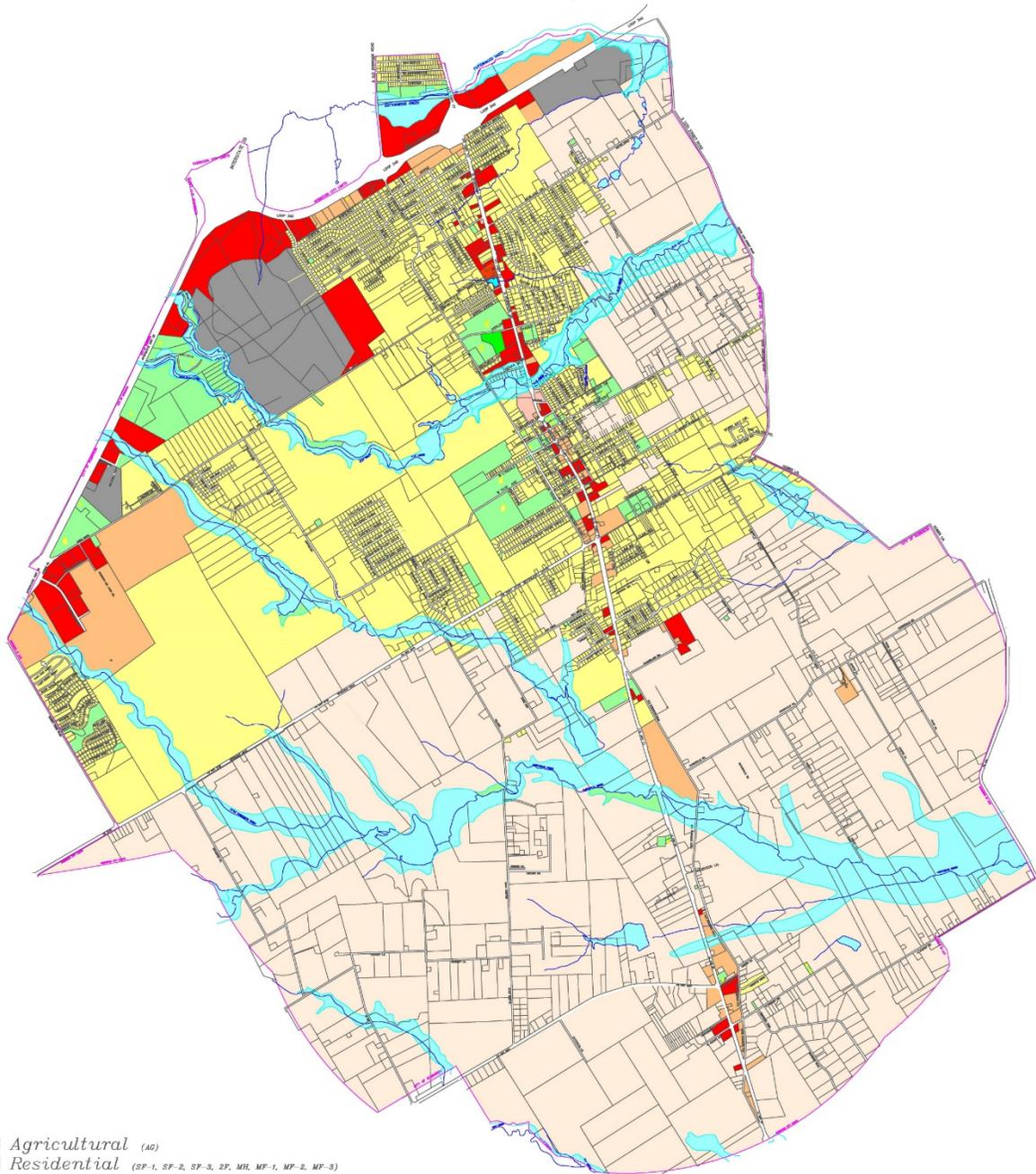
- Agricultural** (Farm use and Residential)
- Residential** (Single-family detached & detached, two story townhomes, duplex, multi family)
- Commercial** (General Retail, Office, Corner Store, Restaurants)
- Industrial**
- Floodplain/Surface Water** (100-year floodplain area, non-serviced lakes, ponds)
- Public/ Semi-Public** (Educational, Churches, Offices, Public Buildings)
- Parks & Open Space**
- Vacant** (Land with no current use)

Community Visions 2034

"A Comprehensive Plan for the City of Robinson, Texas"

Existing Land Use





- Agricultural (A0)
- Residential (SF-1, SF-2, SF-3, 2F, MH, MF-1, MF-2, MF-3)
- Commercial (C-1, C-2, C-3)
- Office (O-1, O-2)
- Industrial (I-1, I-2, I-3)
- Floodplain/Surface Water
- Public/Semi-Public
- Parks & Open Space

Community Visions 2034
"A Comprehensive Plan for the City of Robinson, Texas"
Future Land Use Map
0 500 1,000 2,000 3,000 4,000 Feet

ORDINANCE No. 2016-007

**ORDINANCE OF THE CITY OF ROBINSON, TEXAS APPROVING
ZONING CHANGE: 511 S OLD ROBINSON ROAD**

WHEREAS, the owner of property located at 511 S Old Old Robinson Road has requested that the property be re-zoned from R-1, Single Family Residential to 2F; and

WHEREAS, the Planning and Zoning Commission recommends approval of the change; and

WHEREAS, the change would comply with the Comprehensive Growth Plan and promote orderly growth and development.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF ROBINSON, TEXAS THAT:**

The property located at 511 S Old Robinson Road is hereby re-zoned from R-1, Single Family Residential to 2F.

Passed this 4th day of October, 2016.

Bert Echterling, Mayor

Attest:

Jana Lewellen, City Secretary



Staff Report – City Council

Date: October 4, 2016
Case No: Z-2016-4
Request: R-1 to 2-F
Applicant: Donald Eskew
Agenda Item #8

Originating Department:

Barry Lightfoot, Interim Planning Director

Item Description: PUBLIC HEARING: Conduct a public hearing and consider action on Ordinance 2016-010 regarding a zoning change from R-1, Single Family Residential to 2F located at 312 W Tate.

Case Summary: The applicant has submitted a request to rezone 5.617 acres located at 312 W Tate from R-1 to 2F

Current Zone:

R-1

Proposed Zone:

2-F

Proposed Zone Allowable Uses:

The Proposed zone allowable uses are

- Emergency Vehicle Services
- Electrical substation
- Electrical transmission
- Fire station
- Gas line and regulating station
- Convent or monastery
- Fraternity or sorority
- Home for the aged
- Industrialized housing

- Patio homes
- Single family dwellings
- Two family dwellings
- Townhouse
- College, university or seminary
- Community center
- Place of worship
- Pre school
- School- business, trade elementary or secondary
- Park or playground

Project Analysis: The entire 5.617-acre tract is currently undeveloped except for one house that fronts W Tate.

Recommendation: Recommend approval of zone change from R-1 to 2F located at 312 W Tate (5.617 acres). Water and sewer are available to the proposed site. The existing and future land use plans show the property to be residential. Planning and Zoning meet September 20, 2016 and voted 5-0 to recommend approval to council. The following criteria must be followed.

- A subdivision plat is required.
- Follow The City of Robinson Standard Details for Public Infrastructure.
- Proposed use must conform to the 2F zone district.

Attachments:

- Zoning application
- Property location map
- Notice of Public Hearing
- Property Owner Notification
- Surrounding Property Owner Notifications
- Property owners list
- Existing Zoning Map
- Existing Land Use Map
- Future Land Use Map
- Ordinance

CITY OF ROBINSON ZONING & SPECIAL PERMIT APPLICATION

1. Case 7-20164 Applicant: Straya Const. Date: 8/23/16

2. Property Address: 312 W. Tate Ave

3. Legal Description: (Submit certified field notes, if not subdivided with lot and block description)
Lot(s): Tract 5-5.617 acres Addition: 0' Campo

4. Existing Property Use: _____ 5. Proposed Property Use: _____

6. Existing Zoning: R1 7. Proposed Zoning: 2F

8. Existing Special Permit: _____ 9. Proposed Special Permit: _____

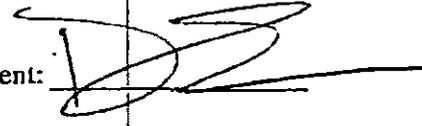
10. Site Plan. All applications for special permits must be accompanied by development plans that includes a site plan, parking layout, existing and proposed utilities, topographic map, building construction plans, and other information about surrounding property developments as required by Section __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

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

12. The next monthly deadline is 5 p.m. on _____ to be heard at the Planning and Zoning Commission meeting on Sept 20, 2016 at the City Council on October 4, 2016

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: _____
Signature

Buyer/Agent: 
Signature

Applicant Name: _____
(Printed)

Buyer/Agent: Donald Eskew Jr
(Printed)

Address/Zip: _____

Address/Zip: 3805 W Waco Dr
Waco, TX 76710

Work Telephone: _____

Work Telephone: 254-263-2940

Hm. Telephone: _____

Hm. Telephone: _____

Email Address: _____

Email Address: shelly@strayaconstruction.com

Applicant Present Owner

Buyer Agent com

2016-08-23 09:38

City of Robinson 254 662 1035 >> 2547521416

P 2/2

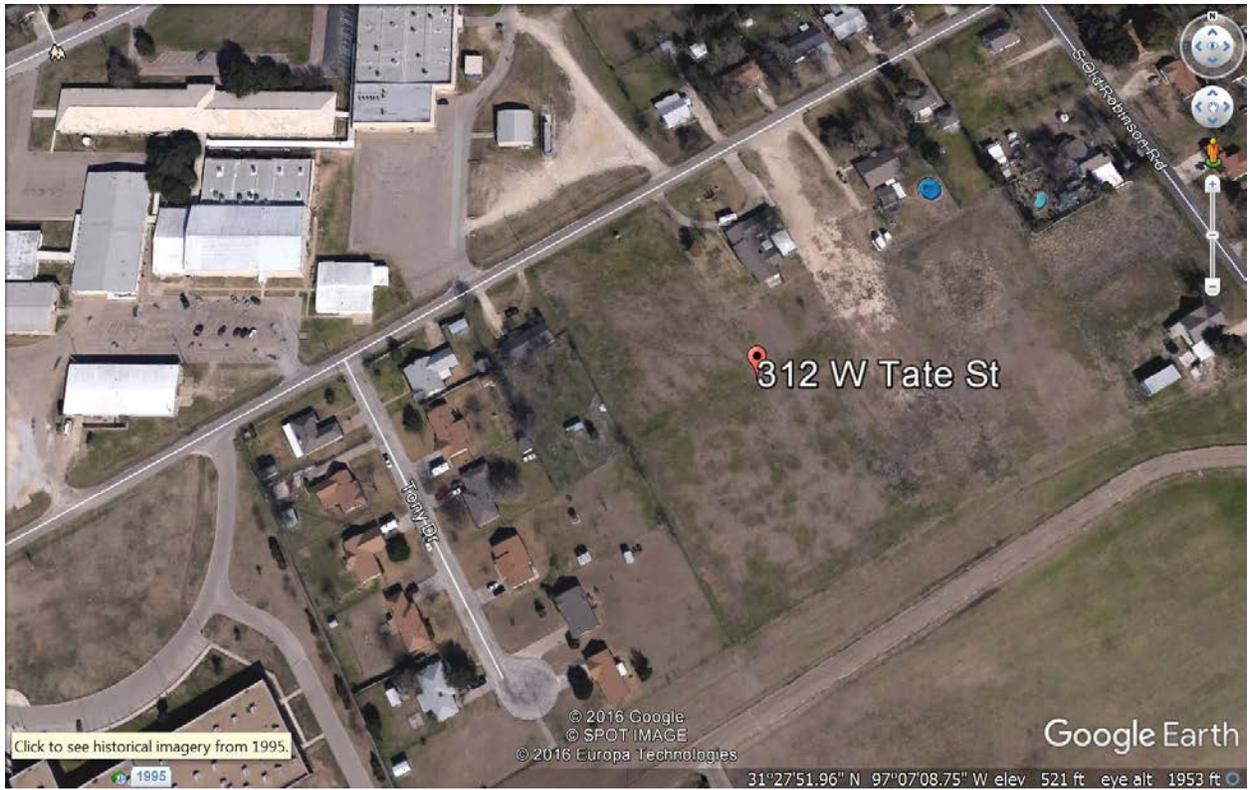
14. List names of all partners, board members, and officers of companies involved in this case, in order for the Planning and Zoning Commission to determine conflicts of interest they might have in individual cases. Failure to do so may result in delaying action on the case until the following month.

Charles L. Morton (Wife)

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



312 W Tate St

Click to see historical imagery from 1995.

© 2016 Google
© SPOT IMAGE
© 2016 Europa Technologies

Google Earth

31°27'51.96" N 97°07'08.75" W elev 521 ft eye alt 1953 ft

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

Date: August 17, 2016

Dear Sir or Madam:

This is to advise that there has been a request made by Straya Construction and Development to rezone from R-1 Single Family Residential to 2F on property located at 312 W Tate, more particularly described as follows:

OCAMPO C TRACT 5 5.617 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 20th day of Sept, 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 4th day of Oct, 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

ROBINSON ISD
500 W LYNDAL AVE
ROBINSON, TX 76706-5505

ROBINSON DEVELOPERS LLC
3701 W WACO DR
WACO, TX 76710

JOHN SISNEROZ
409 S OLD ROBINSON RD
ROBINSON, TX 76706-5514

STEPHEN & VERONICA MALIDEN
306 W TATE AVE
ROBINSON, TX 76706-5527

MARY JEANETTE DICKERSON WEISS
2217 W MOONLIGHT DR
ROBINSON, TX 76706

JUSTIN & BRITTANY MAHAN
401 S OLD ROBINSON RD
ROBINSON, TX 76706

ROBINSON FAWN A'LE
600 S OLD ROBINSON RD
ROBINSON, TX 76706-5519

RANDY RAY SIMONS
3600 HIGH PRAIRIE RD
VALLEY MILLS, TX 76689-2703

ROBERT A LAUGHLIN
361 W CENTRAL
LORENA, TX 76655-4312

KENNETH HENDRIX
530 JASON ST
ROBINSON, TX 76706-5114

KEVIN K & LORI KENNY
714 N OLD ROBINSON RD
ROBINSON, TX 76706-5223

MORRIS A & RHONDA G WOOD
423 POMPAÑO PARK
ROBINSON, TX 76706-7397

CARL CLENDENING
410 S OLD ROBINSON RD
ROBINSON, TX 76706-5515

BILLY H LAUGHLIN
408 S OLD ROBINSON RD
ROBINSON, TX 76706-5515

Aug 17, 2016

Dear Property Owner:

This is to confirm your request to change the Zoning from R-1 to 2-F on property located at 312 W Tate more particularly described as follows:

OCAMPO C TRACT 5 5.617 ACRES.

FIRST HEARING:

The First hearing will be held before the City Plan Commission.

Day and Date: Tuesday, Sept 20, 2016
Time: 6:00 P.M.
Place: Council room Robinson City hall

SECOND HEARING:

The second hearing will be held before the City Council

Day and Date: Tuesday, Oct 4, 2016
Time: 6:00 P.M.
Place: Council room Robinson City hall

The City Council makes the final decision on the request for change.

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

Sincerely,
Barry Lightfoot

Case # Z-2016-4

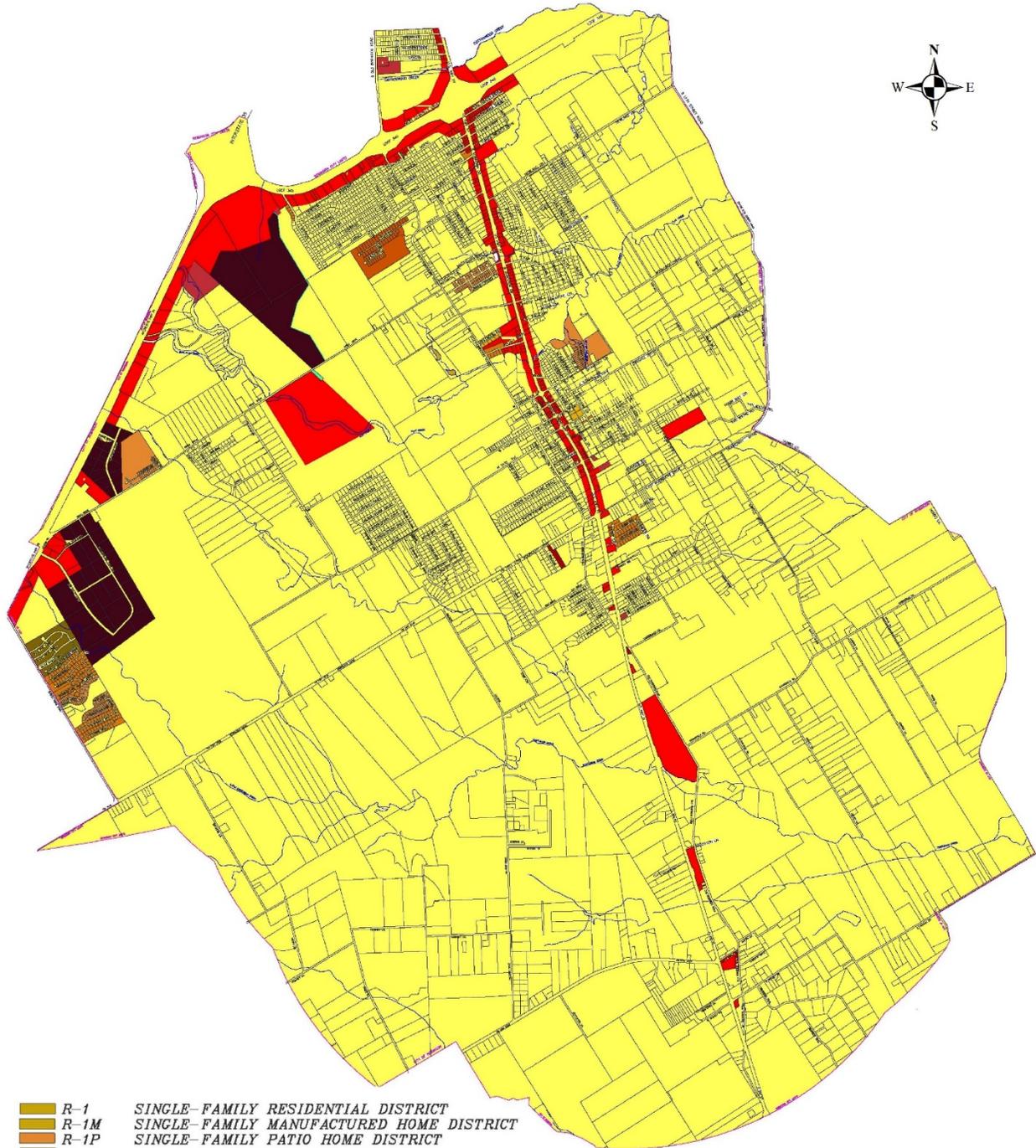
PUBLIC NOTICE

The City of Robinson Planning and Zoning Commission will meet and conduct a Public Hearing to receive comments on Tuesday, Sept 20th, 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 OCAMPO C TRACT 5 5.617 ACRES (312 W TATE) from R-1 Single Family Residential to 2F.

The Robinson City Council will conduct a Public Hearing and consider the recommendation of the Planning and Zoning Commission at its meeting on Tuesday, Oct. 4th, 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



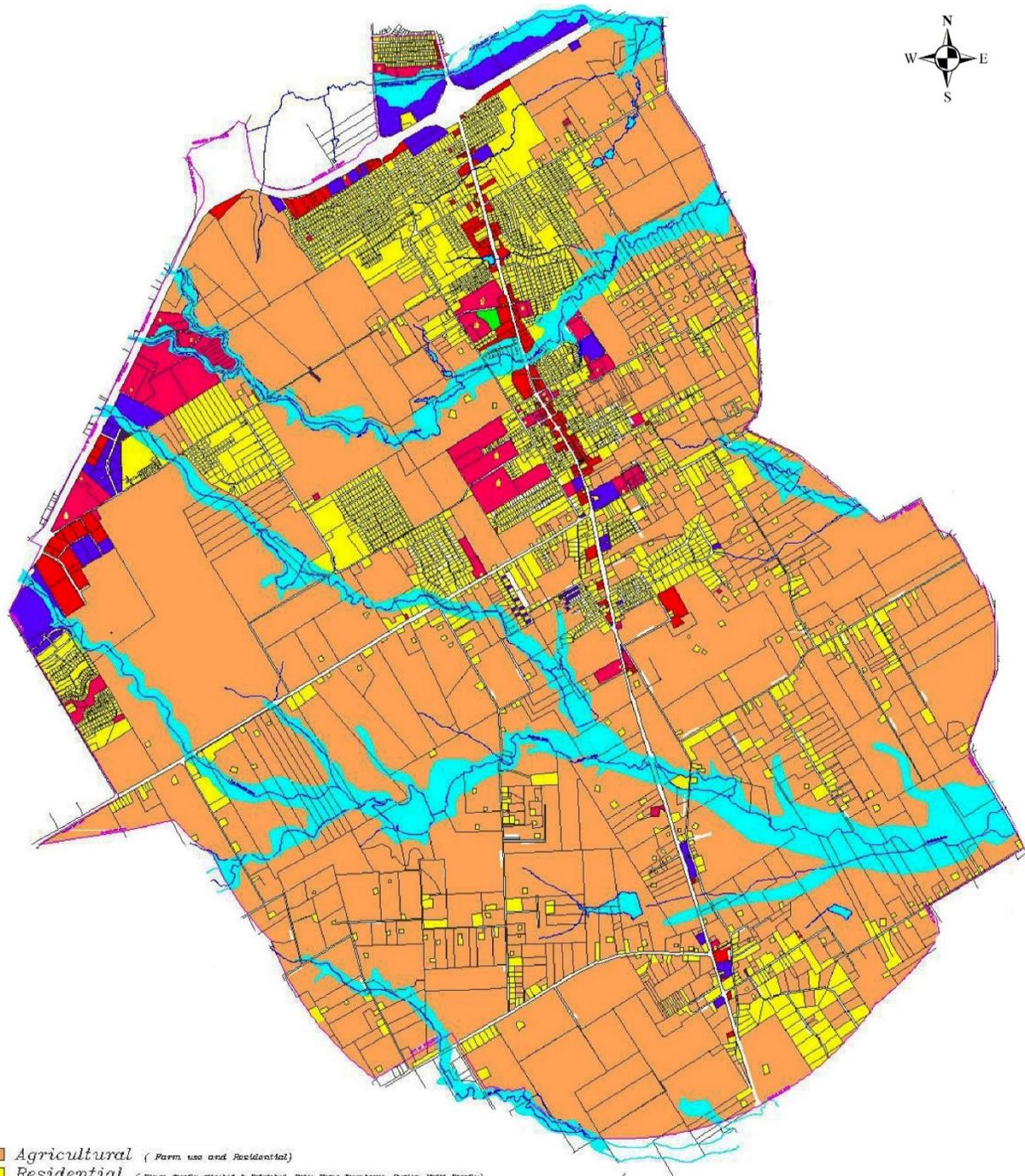
	R-1	SINGLE-FAMILY RESIDENTIAL DISTRICT
	R-1M	SINGLE-FAMILY MANUFACTURED HOME DISTRICT
	R-1P	SINGLE-FAMILY PATIO HOME DISTRICT
	R-1T	SINGLE-FAMILY TOWN HOME DISTRICT
	R-2	TWO-FAMILY (DUPLIX) RESIDENTIAL DISTRICT
	R-3	MULTI-FAMILY RESIDENTIAL DISTRICT
	C-1	LIGHT COMMERCIAL DISTRICT
	C-2	MEDIUM COMMERCIAL DISTRICT
	C-3	HEAVY COMMERCIAL DISTRICT
	C-P	PLANNED COMMERCIAL DISTRICT
	M	INDUSTRIAL DISTRICT
	M-P	PLANNED INDUSTRIAL DISTRICT
	PUD	PLANNED UNIT DEVELOPMENT

Community Visions 2034

"A Comprehensive Plan for the City of Robinson, Texas"

Existing Zoning Map





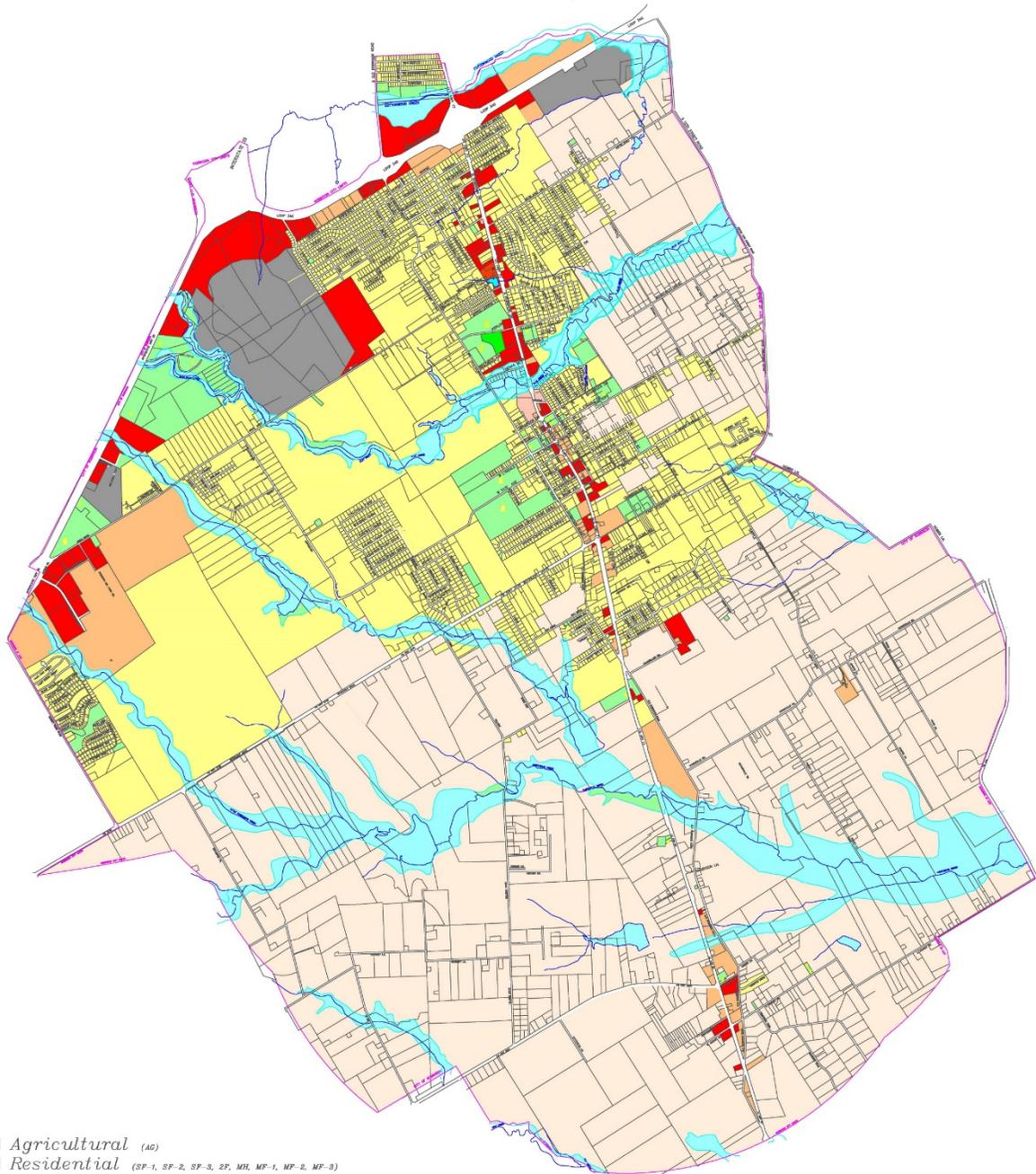
- Agricultural** (Farm use and Residential)
- Residential** (Single-family detached & detached, two story townhomes, duplex, multi family)
- Commercial** (General Retail, Office, Corner Store, Restaurants)
- Industrial**
- Floodplain/Surface Water** (100-year floodplain area, nonconservation lakes, ponds)
- Public/ Semi-Public** (Educational, Churches, Offices, Public Buildings)
- Parks & Open Space**
- Vacant** (Land with no current use)

Community Visions 2034

"A Comprehensive Plan for the City of Robinson, Texas"

Existing Land Use

0 485 970 1940 2910 3880 feet



- Agricultural (A0)
- Residential (SF-1, SF-2, SF-3, 2F, MH, MF-1, MF-2, MF-3)
- Commercial (C-1, C-2, C-3)
- Office (O-1, O-2)
- Industrial (I-1, I-2, I-3)
- Floodplain/Surface Water
- Public/Semi-Public
- Parks & Open Space

Community Visions 2034
"A Comprehensive Plan for the City of Robinson, Texas"
Future Land Use Map
0 500 1,000 2,000 3,000 4,000 Feet

ORDINANCE No. 2016-010

ORDINANCE OF THE CITY OF ROBINSON, TEXAS APPROVING ZONING CHANGE: 312 W TATE

WHEREAS, the owner of property located at 312 W Tate has requested that the property be re-zoned from R-1, Single Family Residential to 2F; and

WHEREAS, the Planning and Zoning Commission recommends approval of the change; and

WHEREAS, the change would comply with the Comprehensive Growth Plan and promote orderly growth and development.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBINSON, TEXAS THAT:

The property located at 312 W Tate is hereby re-zoned from R-1, Single Family Residential to 2F.

Passed this 4th day of October, 2016.

Bert Echterling, Mayor

Attest:

Jana Lewellen, City Secretary



Staff Report – City Council

Date: October 4, 2016

Request: Exception

Applicant: Patrick Matus

Agenda Item: #9

Originating Department:

Planning

Agenda Item: Consider and possible action on developer's requested exception/variance from certain utility requirements of the Subdivision Ordinance for a portion of the Leasing Center Drive Addition.

Case Summary: Mr. Matus is asking for an exception to the Subdivision Ordinance Sec 5.1 b. The property description is Leasing Center Drive Addition Lot 1 Block 1 and is 5.449 acres. A letter from Mr. Matus describing his hardship has been included in this report.

Current Zone: Industrial

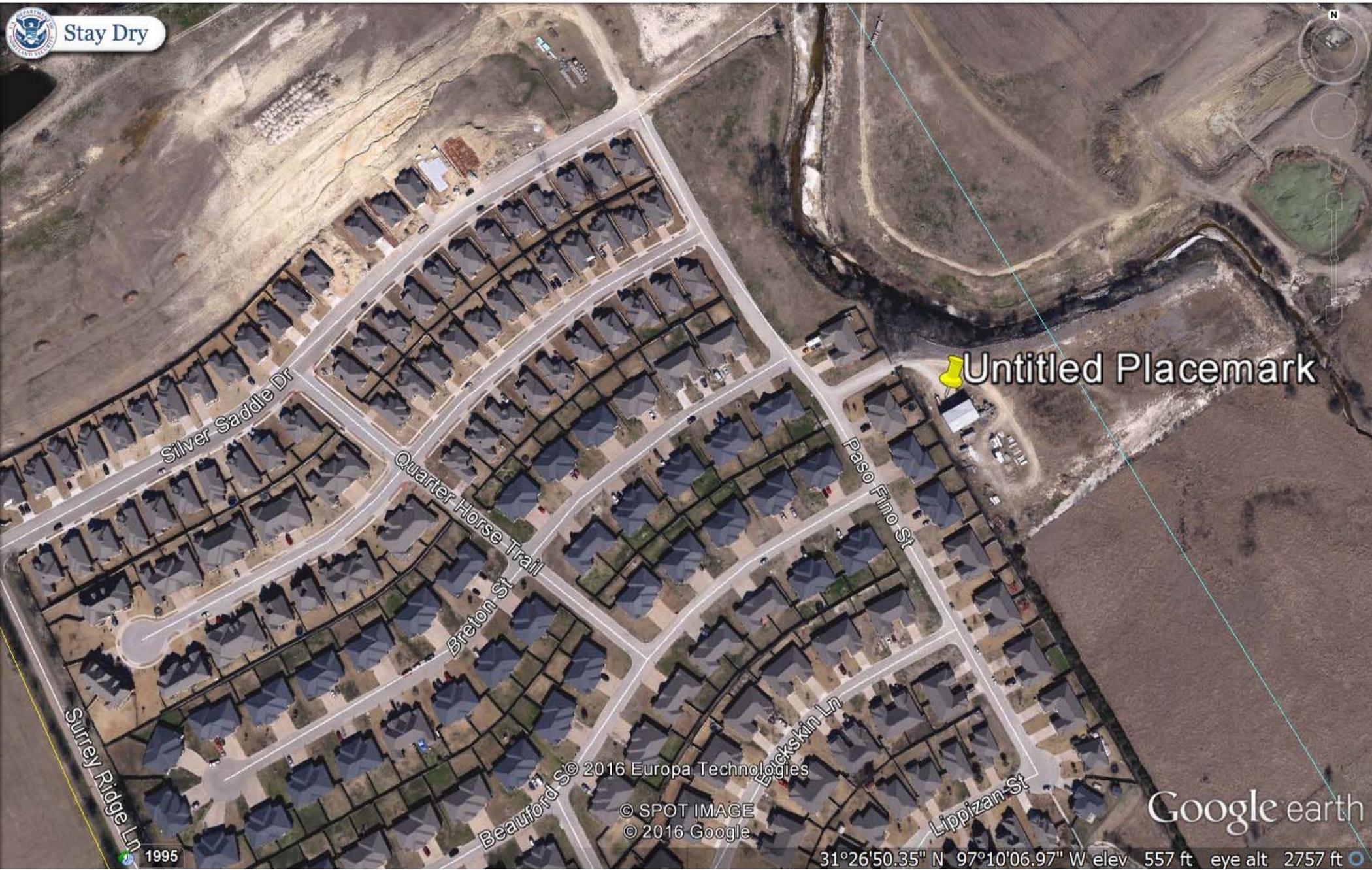
Project Analysis: The location of the property is Leasing Center Drive Lot 1 Block 1 which is behind Paso Fino Street. Mr. Matus concerns are the depth of the sewer line and cost of installation. The manhole depth is 22 feet and the property is 144 feet from manhole.

Attachments:

[Property location map](#)

[City of Robinson Subdivision Ordinance](#)

[Applicant Letter](#)



© 2016 Europa Technologies
© SPOT IMAGE
© 2016 Google

Google earth

31°26'50.35" N 97°10'06.97" W elev 557 ft eye alt 2757 ft

1995

Sec. 5.1 - Utility improvements.

(a) Water facilities.

- (1) Public water lines shall be installed to serve each lot in all subdivisions. New water lines shall be installed in accordance with the City of Robinson's Standard Details and Specifications.
- (2) Before the city council approves a final plat for a subdivision located outside of or beyond areas served with water utilities by the city, the subdivider may be required to furnish the city council satisfactory evidence including, but not limited to, statements from officials of the water supplier serving the area to be subdivided that it will make water available to the proposed subdivision.
- (3) No lot in a subdivision shall be occupied until water which is satisfactory for human consumption and sufficient for the intended land use is made available from a public source.
- (4) The developer shall furnish and install standard fire hydrants as part of the water distribution system in conformance with the standard specifications, and in accordance with the recommendations of the State of Texas Insurance Board, City of Robinson Volunteer Fire Department, and rural fire departments.
- (5) Water mains shall be of the pipe diameter required for the subdivision in accordance with city design criteria and as directed by the city engineer, but in any case a minimum of eight inches. To the extent that the city requires the installation of a water main greater than the minimum and the pipe diameter required for the subdivision in accordance with city design criteria and as directed by the city engineer for public purposes of the city unrelated to service requirements for the subdivision, the city shall participate in the increased cost of the water main as designated in the master water plan.
- (6) The developer/subdivider is responsible for the cost of extending water service to the property from the closest city source capable of providing such service to the property, including any necessary temporary construction easements and permanent water line easements in favor of the city. Lines must be constructed in accordance with the city's standard construction specifications and details for water improvements, and once completed and accepted by the city shall become the property of the city.

(b) Sewerage facilities.

- (1) Except as provided in [subsection] (2) below, public sanitary sewer lines shall be installed by the developer to serve each lot in all subdivisions unless a written exception, approved by the Robinson City Council, is granted. The installation of the sanitary sewer lines shall be in conformance with the City of Robinson's Standard Details and Standard Specifications. Sanitary sewer mains shall be a minimum of eight inches in accordance with city design criteria as directed by the city engineer. To the extent that the city requires the installation of a sanitary sewer main greater than eight inches for public purposes of the city unrelated to service requirements for the subdivision, the city shall participate in the increased cost of the sanitary sewer main as designated in the Master Waste Water Plan.
- (2) The developer shall furnish and install sanitary sewer service lines and shall be immediately connected to the public sanitary sewer unless the following conditions are met:
 - A) Sanitary sewer lines shall be immediately installed and connected to a public sewer line, at the expense of the subdivider of the property, if the lot is within 500 feet of a public sewer line.
 - B) All lots not immediately connected to the sanitary sewer system shall use an on-site sewage facility (OSSF). Lots must be a minimum of one acre in size if effluent disposal is to be by subsurface soil absorption and this type of effluent disposal meets regulations and standards set forth by the Waco-McLennan County Health District, the state health department, and the Texas Commission on Environmental Quality (TCEQ), as well as any additional regulations and standards set forth herein. Lots using surface irrigation as the means of effluent disposal shall be a minimum of two acres and meet all the above regulations and

standards. If due to soil conditions, topography or other characteristic of the lot a surface irrigation system is deemed by the developer's or owner's engineer to be the only feasible option for a lot of a size less than two acres, the developer or owner may request a variance to allow a surface irrigation system in accordance with the process set forth in section 7.10 of this ordinance.

- C) Before the city council approves a final plat for any lots that are not immediately served by sewer, the subdivider shall furnish the city with a certification, to be included with the plat, from the Waco-McLennan County Health District that certifies that planning materials and a suitability report have been submitted to the Waco-McLennan County Health District and accepted by the Waco-McLennan County Health District for the subdivision plat. [Note: Individual on-site sewage facility designs must be submitted to the Waco-McLennan County Health District for approval for each lot, and built to Texas Commission on Environmental Quality (TCEQ) regulations prior to occupation of the residence. The certification required with the plat is not a substitute for this process, but serves only as a general certification acceptable for plat approval.]
 - D) All on-site sewerage facilities shall be designed, installed and operated in accordance with the rules, regulations, and standards prepared by the Waco-McLennan County Health District, the state health department and the Texas Commission on Environmental Quality (TCEQ).
 - E) All design work done in connection with sewage disposal systems shall be performed by persons qualified under State of Texas law to do such work.
 - F) An OSSF that has been allowed due to the city not having a sewer main within 500 feet may continue to be operated if the city subsequently brings a main within 500 feet. However, if the OSSF fails thereafter, the lot must be connected to the city sanitary sewer system.
- (c) Gas facilities. If the subdivision is to be served by a natural gas utility, gas lines shall be installed to serve each lot wherever a source of gas supply is within a reasonable distance. The developer shall arrange with the appropriate gas company for construction costs of gas lines.
 - (d) Electric, cable and communications distribution facilities. All permanent utilities within a subdivision, including electrical distribution facilities, cable distribution facilities, and communication distribution facilities, shall be installed underground. The subdivider is responsible for compliance with this subsection and shall make all necessary arrangements with the applicable utility companies for installation. The planning and zoning commission may grant a waiver of the requirements of this subsection where topographical, soil, or other site conditions make underground installation infeasible. However, as a condition of any such waiver, the subdivider must provide a plan to mitigate the adverse aesthetic effects of above-ground installation.

(Ord. No. 2013-005, § 2, 7-2-13)

9-14-2016

To the City of Robinson,

Since 2014 , I have been working with the City to build a cul-de-sac street located in the Surrey Ridge subdivision called Leasing Center Drive. I have agreed at my cost to install utilities, curbing and street work for this project. The problem is the costly expense of getting the sewer line to the property.

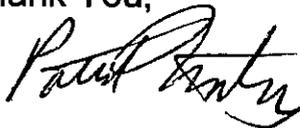
Extending a sewer line from Paso Fino street to a proposed new office building will cause undue hardship and be very costly because of the topography of the land involved. Instead, I would like to install an engineered approved septic tank system.

To extend the sewer main from Paso Fino street to the proposed office would cost \$ 82,700. The reason for the high cost is because the new office will be roughly 20 feet below the elevation of Paso Fino street. In order for the sewer main to have enough fall the line would have to be installed 30 feet deep at Paso Fino and still be somewhat deep all the way to the office. I can install an engineer approved septic tank for \$ 8,000.

The Proposed Office will only have 3 bathrooms and will be no other sewer/septic needed for the rest of the 5 acres.

As stated above I have been back and forth since 2014 with the city on this project and would like an answer as soon as possible so I can start construction.

Thank You,



Patrick Matus
254-722-6667



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 09/28/2016

Meeting Date: 10/04/2016

Agenda Item #10

DEPT./DIVISION SUBMISSION & REVIEW:

Craig Lemin, City Manager

ITEM DESCRIPTION: Consider approval of an Ordinance 2016-011 to establish a joint public hearing with the City Council and Planning and Zoning Commission to consider recommendations and possible action amending the zoning ordinance and zoning map of the City of Robinson.

STAFF RECOMMENDATION: Staff recommends approval of the ordinance. Passage of this ordinance requires a two thirds (2/3) vote of the City Council.

ITEM SUMMARY: As discussed at the September 20 work session, the attached ordinance establishes a joint public hearing date of November 1st for the City Council and Planning and Zoning Commission to consider recommendations and take action on amending the zoning ordinance and zoning map. The ordinance also establishes the procedure for notice and publication of the public hearing. This is being done by ordinance instead of resolution as the current zoning ordinance includes notice and publication procedures.

FISCAL IMPACT: None

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2016-011

AN ORDINANCE OF THE CITY OF ROBINSON, TEXAS, AUTHORIZING A SPECIAL CALLED JOINT PUBLIC HEARING WITH THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION TO BE HELD ON NOVEMBER 1, 2016 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §211.007(b) AT THE ROBINSON CITY COUNCIL CHAMBERS AT 6:00 P.M. TO CONSIDER RECOMMENDATIONS AND POSSIBLE ACTION UPON AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF ROBINSON, TEXAS; PRESCRIBING NOTICE OF THE JOINT MEETING PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §211.007(d); PROVIDING FOR A RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION; SUPERSEDING THE PROVISIONS OF ALL ORDINANCES ON THE SAME SUBJECT MATTER TO THE EXTENT OF A CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Robinson City Council pursuant to its home rule powers, its zoning authority under Chapter 211 of the Texas Local Government Code and pursuant to other Texas statutory authority, has adopted ordinances and regulations that pertain to the zoning of land within the City; and

WHEREAS, on September 2, 2014, the City Council adopted Ordinance No. 2014-003 that provided for a comprehensive plan known as the "Community Visions 2034, A Comprehensive Plan for the City of Robinson, Texas" and in Section 2 of Ordinance 2014-003, Adoption of the Comprehensive Plan, the City Council adopted the Comprehensive Plan in its entirety, intending that said Comprehensive Plan shall amend, supersede, and replace the City's existing Comprehensive Plan Map, and any related documents; and

WHEREAS, on November 4, 2014, the City Council adopted its current zoning regulations in Ordinance No. 2014-004 and Section 1.2.1 of the Zoning Ordinance provides that the Ordinance is established in accordance with the City's Comprehensive Plan for the purpose of promoting the health, safety and general welfare of the City and the zoning map that was adopted with the Comprehensive Plan is the zoning map for the City; and

WHEREAS, since the adoption of Zoning Ordinance No. 2014-004, the City has considered 4 zoning cases. Two of the zoning cases were approved by ordinance and two were approved without an enabling ordinance; and

WHEREAS, the City Council directed City Staff to research and provide recommended amendments to the City's Zoning Ordinance and zoning map; and

WHEREAS, pursuant to Texas Local Government Code §211.007(d), the City Council desires to have a joint public hearing with the Planning and Zoning Commission on November 1, 2016 at the Robinson City Council Chambers at 6:00 p.m., regarding the proposed amendments to the City's zoning ordinance and zoning map; and

WHEREAS, pursuant to Texas Local Government Code §211.007(d), the City Council wishes to prescribe notice of the time and place of the joint public hearing in a manner that is efficient and economical; and

WHEREAS, by a two-thirds vote of the City Council, as required by Texas Local Government Code §211.007(d) the prescribed notice of the joint public hearing shall be as hereinafter set forth within this ordinance;

NOW, THEREFORE; THE CITY COUNCIL OF THE CITY OF ROBINSON, TEXAS HEREBY ORDAINS:

SECTION 1. That the findings contained in the preamble of this ordinance are incorporated herein as if fully set forth within the body of this ordinance.

SECTION 2. That the Robinson City Council and the City of Robinson Planning and Zoning Commission shall conduct a special called joint public hearing pursuant to Texas Local Government Code §211.007(b) on November 1, 2016 at the City Council Chambers located in City Hall at 111 W. Lyndale, Robinson, Texas, at 6:00 p.m. to receive public input, consider, make recommendations, and/or take appropriate action concerning a proposed ordinance amending the City's zoning ordinance and zoning map.

SECTION 3. That the notice of the time and place for the joint public hearing on November 1, 2016 shall be given on two separate occasions as follows:

a. Before the 15th day before the public hearing, a notice of the date, time and place of the public hearing shall be published in the Heart of Texas Media in two separate places; the legal notice section and another location in the newspaper separate from the legal notice section; and

b. Before the 7th day before the public hearing, a notice of the date, time and place of the public hearing shall be published in the Heart of Texas Media in two separate places; the legal notice section and another location in the newspaper separate from the legal notice section.

SECTION 4. That the notice provided for herein is authorized by Subsection 211.007(d) of the Texas Local Government Code. This ordinance and the notice requirements contained within this ordinance supersede any other notice requirements set forth in state law and other City of Robinson ordinances including without limitation the notice requirements set forth in Subsections 211.006(a) and 211.007(b) and (c) of the Local Government Code and the City of Robinson, Texas Code of Ordinances, Appendix A, Zoning Article 3, Section 3.2 Zoning Amendments and Section 3.3, Zoning District Map Amendments.

SECTION 5. That the Planning and Zoning Commission may make its recommendation to the City Council concerning the proposed amendments to the City's zoning ordinance and zoning map at the same joint public hearing meeting, or may defer its recommendation to a later Planning and Zoning Commission meeting. If the recommendation is deferred to a later Planning and Zoning Commission meeting such recommendation may be referred to the City Council at any special or regular City Council meeting regardless of the time between such Planning and Zoning Commission meeting and City Council meeting.

SECTION 6. That this ordinance supersedes the provisions of any other ordinance on the same subject matter to the extent of a conflict.

SECTION 7. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 8. That should any part, portion, section or provision of this ordinance be declared to be invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining parts, portions, sections or provisions of this ordinance which provisions shall remain and continue to be in full force and effect.

SECTION 9. That this ordinance shall become effective immediately upon its passage and approval.

PASSED this _____ day of _____, 2016 by a vote of ____ AYES to ____ NAYS with ____ Abstentions.

BERT ECHTERLING, MAYOR

ATTEST:

JANA LEWELLEN, CITY SECRETARY



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 09/28/2016

Meeting Date: 10/04/2016

Agenda Item #11

DEPT./DIVISION SUBMISSION & REVIEW:

Craig Lemin, City Manager

ITEM DESCRIPTION: PUBLIC HEARING: Conduct a public hearing and consider action on Ordinance 2016-012 affecting participation of the City Employees in the Texas Municipal Retirement System.

STAFF RECOMMENDATION: Staff recommends approval of the ordinance.

ITEM SUMMARY: As discussed during the FY 2016-2017 Budget Process, additional funding was included to change the TMRS plan from a 25-year plan to a 20-year plan.

Prior to adoption of the “20-year any age” service retirement eligibility provision, TMRS statute requires that the adopting city hold a Public Hearing on the question of adoption pursuant to the notice provision of the Texas Open Meeting Act, Chapter 551 of the Texas Government Code.

FISCAL IMPACT: A projected cost of \$22,677.00 to be divided among the General Fund, Water Fund, and Sewer Fund.

ATTACHMENTS:

TMRS Plan Change Study
Ordinance



September 14, 2016

Via E-Mail

Ms. Jana Lewellen
City Secretary
City of Robinson
111 West Lyndale
Robinson, TX 76706

Dear Jana:

We are pleased to enclose a model ordinance for your city to adopt:

“20-year any age” service retirement

The actuaries have completed a study and have determined the additional cost to your city for adopting this benefit is **0.99%**. Therefore, if your city elects to adopt the “20-year any age” service retirement eligibility provision, your full contribution rate for 2017 will be **15.84%** and the phase-in rate will be **15.20%**.

Prior to adoption of the “20-year any age” service retirement eligibility provision, TMRS statute requires that the adopting city hold a public hearing on the question of adoption pursuant to the notice provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

We would appreciate receiving a copy of this ordinance within thirty days of its adoption.

If you have any questions or concerns, please do not hesitate to contact me at 1-800-924-8677.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric W. Davis', is written over a faint, larger version of the same signature.

Eric W. Davis
Deputy Executive Director



Plan Change Study

GRID 2017

For Informational Purposes Only
 Effective Date - January 1, 2017
 Report Date - September 13, 2016

01089 Robinson

Proposed Plans

<u>Plan Provisions</u>	<u>Current</u>	<u>1</u>
Deposit Rate	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC **	Yes	Yes
Annuity Increase	30% (Repeating)	30% (Repeating)
20 Year/Any Age Ret.	No	Yes ✓
Vesting	5 years	5 years
<u>Contribution Rates</u>	<u>2017</u>	<u>2017</u>
Normal Cost Rate	9.86%	10.54%
Prior Service Rate	4.82%	5.13%
Retirement Rate	14.68%	15.67%
Supplemental Death Rate	0.17% (A & R)	0.17% (A & R)
Total Rate	14.85%	15.84% ✓
Unfunded Actuarial Liability	\$2,759,729	\$2,924,914
Amortization Period	25 years	25 years
Funded Ratio	73.8%	72.6%
Phase-In Total Rate	14.21%	15.20% ✓

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 10 eligible transfer employees on the valuation date.

ORDINANCE 2016-012**TEXAS MUNICIPAL RETIREMENT SYSTEM**

**AN ORDINANCE AFFECTING PARTICIPATION OF CITY EMPLOYEES
IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM GRANTING THE
ADDITIONAL RIGHTS AUTHORIZED BY SECTION 854.202(g) OF TITLE
8, TEXAS GOVERNMENT CODE, AS AMENDED, AND PRESCRIBING
THE EFFECTIVE DATE FOR THE ORDINANCE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBINSON, TEXAS:

Section 1. Pursuant to the provisions of Section 854.202(g) of Subtitle G of Title 8, Texas Government Code, as amended, which Subtitle shall herein be referred to as the "TMRS Act," the City of Robinson, Texas, adopts the following provisions affecting participation of its employees in the Texas Municipal Retirement System (herein referred to as the "System"):

(a) Any employee of the City who is a member of the System is eligible to retire and receive a service retirement annuity if the member has at least 20 years of credited service in the System performed for one or more municipalities that have adopted a like provision under Section 854.202(g) of the TMRS Act.

(b) Prior to adopting this ordinance, the governing body of the City has: (1) prepared an actuarial analysis of member retirement annuities at 20 years of service; and (2) held a public hearing pursuant to the notice provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code.

(c) The rights hereinabove authorized shall be in addition to the plan provisions heretofore adopted and in force at the effective date of this ordinance pursuant to the TMRS Act.

Section 2. This ordinance shall become effective on the **first day of January 1, 2017**.

Passed and approved this the 4th day of October, 2016.

ATTEST:

APPROVED:

 Jana Lewellen, City Secretary

 Bert Echterling, Mayor



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 09/28/2016

Meeting Date: 10/04/2016

Agenda Item #12

DEPT./DIVISION SUBMISSION & REVIEW:

Craig Lemin, City Manager

ITEM DESCRIPTION: Consider and possible action on Ordinance 2016-013 electing for the city to make current service and prior service contributions to the city's account in the benefit accumulation fund of the Texas Municipal Retirement System at the actuarially determined rate of total employee compensation.

STAFF RECOMMENDATION: Staff recommends approval of the ordinance.

ITEM SUMMARY: There's an old provision in the Texas state statutes that requires older TMRS cities have to manually address. TMRS refers to this provision as the Stat Max. The Stat Max provision requires action by the Council once a plan's contribution rate exceeds a certain level. Our 2016 rate will be above the Stat Max for either the 20-year or 25-year plan. In order for the plan design to stay as-is, the Council will need to take action. Council has two options—remove it (TMRS recommendation), or, they can increase it by 2%. All cities in TMRS that have joined since 1996 have automatically removed the provision and many larger cities with repeating COLAs and USC have already removed it.

If the Council doesn't take action, the Updated Service Credit and the COLA provisions would be automatically turned off January 2017 which would drop the City's rate back below the Stat Max, but would result in decreased retirement benefits for employees. The ordinance removing the Stat Max would need to be adopted by December 31, 2016.

FISCAL IMPACT: The City's required contribution, including moving to 20-year retirement, is included in the FY 2016-17 Budget.

ATTACHMENTS:

TMRS Plan Change Study
Ordinance



ORDINANCE 2016-013

TMRS-Stat Max Remove

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE ELECTING FOR THE CITY TO MAKE CURRENT SERVICE AND PRIOR SERVICE CONTRIBUTIONS TO THE CITY'S ACCOUNT IN THE BENEFIT ACCUMULATION FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM AT THE ACTUARIALLY DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION.

WHEREAS, the City of Robinson (the "City"), is a participating municipality in the Texas Municipal Retirement System (the "System"), and has undertaken to provide certain retirement, death and disability benefits to its employees pursuant to Subtitle G, Title 8, Government Code, (hereinafter, the "TMRS Act"); and

WHEREAS, the City Council desires to authorize funding of such benefits as herein provided; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF ROBINSON, TEXAS:

Section 1. Pursuant to Section 855.407(g) of the TMRS Act, the City hereby elects to make future normal and prior service contributions to its account in the benefit accumulation fund of the System at such combined rate of the total compensation paid by the City to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to the City under the TMRS Act, the costs of all benefits which are or may become chargeable to or are to be paid out of the City's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combined rate of city contributions.

Section 2. The provisions of the ordinance shall become effective on the first day of January, 2017.

Passed and approved this the 4th day of October, 2016.

ATTEST:

APPROVED:

Jana Lewellen, City Secretary

Bert Echterling, Mayor



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 09/29/2016

Meeting Date: 10/04/2016

Agenda Item #13

DEPT./DIVISION SUBMISSION & REVIEW:

Rusty Smith, Chief of Police

ITEM DESCRIPTION: Consider and possible action on Municipal Lease Agreement with Motorola regarding the 800 MHz radio equipment.

STAFF RECOMMENDATION: Recommended approval of lease with Motorola for purchase of 800 MHz radio equipment.

ITEM SUMMARY: This three-year lease agreement is for the purchase of 800 MHz radio equipment for both the Robinson Police Department and the Robinson Volunteer Fire Department.

FISCAL IMPACT: The City of Robinson will make a onetime \$100,000.00 payment toward a total equipment purchase of \$416,034.85. The remaining balance of \$316,034.85 will be paid through this lease agreement over a three-year period.

ATTACHMENTS:

Lease Agreement



October 9, 2016

Mr. Rusty Smith
City of Robinson
111 W. Lyndale
Robinson TX 76706

Dear Mr. Smith:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #23961 are valid for contracts that are executed and returned to Motorola on or before October 5, 2016. After 10/5/16, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 7th Floor
1303 E. Algonquin Rd
Schaumburg, IL 60196

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address _____

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23961

LESSEE:

City of Robinson
111 W. Lyndale
Robinson TX 76706

LESSOR:

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY. NOTHING CONTAINED HEREIN SHALL PROCLUDE THE LESSEE FROM ENFORCING ANY WARRANTIES OR REMEDIES THAT MAY BE AFFORDED UNDER THE CONTRACT COVERING THE EQUIPMENT, AGAINST MOTOROLA SOLUTIONS, INC. AS VENDOR OF THE EQUIPMENT..

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest;

and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Related to the Equipment, each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. Subject to section 5 above, the term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Subject to section 5 above, upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due

together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of October, 2016.

LESSEE:
City of Robinson

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of City of Robinson, an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23961**, between City of Robinson and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000.00 attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal City of Robinson, hereto this _____ day of October, 2016.

By: _____

SEAL

(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 23961 by and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Robinson

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 23961
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23961** ("Lease"), between Motorola Solutions, Inc. ("Lessor") and City of Robinson ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: 10/1/2016

First Payment Due Date: 10/1/2017

3 annual payments of 113,126.25 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.



Quote Number: QU0000370042
 Effective: 21 JUL 2016
 Effective To: 01 OCT 2016

Bill-To:
 ROBINSON POLICE DEPT
 111 W LYNDALE
 ROBINSON, TX 76706
 United States

Ultimate Destination:
 ROBINSON POLICE DEPT
 111 W LYNDALE
 ROBINSON, TX 76706
 United States

Attention:
Name: Rusty Smith
Email: r.smith@robinsontexas.org
Phone: (254) 662-0525

Sales Contact:
Name: Austin Gardenhire
Email: agardenhire@dfwcomm.com
Phone: (972)7304339

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	33	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$2,344.00	\$1,758.00	\$58,014.00
1a	33	W22BA	ADD: PALM MICROPHONE	\$72.00	\$54.00	\$1,782.00
1b	33	G24AX	ADD: 3 YEAR SERVICE FROM THE START LITE	\$121.00	\$121.00	\$3,993.00
1c	33	GA00805AA	ADD: APX O7 CONTROL HEAD.	\$632.00	\$474.00	\$15,642.00
1d	33	G67CA	ADD: REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$7,350.75
1e	33	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$12,746.25
1f	33	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1g	33	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$32.25	\$1,064.25
1h	33	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$45.00	\$1,485.00
1i	33	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$900.00	\$29,700.00
1j	33	G173AK	ADD: SMARTZONE OMNILINK	\$200.00	\$150.00	\$4,950.00
1k	33	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$7,425.00
2	24	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$2,738.00	\$2,053.50	\$49,284.00
2a	24	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$84.00	\$84.00	\$2,016.00
2b	24	QA05574AA	ALT: TIA4950 BATT IMPRES 2 LIION 2650MAH	\$110.00	\$82.50	\$1,980.00
2c	24	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$9,270.00
2d	24	QA02006AA	ENH: APX6000XE RUGGED RADIO	\$800.00	\$600.00	\$14,400.00
2e	24	QA01427AB	ALT: IMPACT GREEN HOUSING	\$25.00	\$18.75	\$450.00
2f	24	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$900.00	\$21,600.00
2g	24	Q173AZ	ADD: SMARTZONE OMNILINK	\$200.00	\$150.00	\$3,600.00
2h	24	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$5,400.00
3	26	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$2,738.00	\$2,053.50	\$53,391.00
3a	26	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$84.00	\$84.00	\$2,184.00
3b	26	QA05574AA	ALT: TIA4950 BATT IMPRES 2 LIION 2650MAH	\$110.00	\$82.50	\$2,145.00
3c	26	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$10,042.50
3d	26	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$900.00	\$23,400.00
3e	26	Q173AZ	ADD: SMARTZONE OMNILINK	\$200.00	\$150.00	\$3,900.00
3f	26	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$5,850.00

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
4	24	PMLN5880A	APX6000XE UNIV C HOLDER	\$29.00	\$23.20	\$556.80
5	26	PMLN5709A	APX6000 UNIVERSAL CARRY HOLDER	\$29.00	\$23.20	\$603.20
6	25	NMN6271A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION	\$325.00	\$260.00	\$6,500.00
7	25	NMN6274A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK	\$368.50	\$294.80	\$7,370.00
8	2	L30URS9PW1AN	APX7500 SINGLE BAND 7/800	\$4,379.00	\$3,284.25	\$6,568.50
8a	2	G90AC	ADD: NO MICROPHONE NEEDED	-	-	-
8b	2	L999AB	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	\$591.75	\$1,183.50
8c	2	G78AR	ADD: 3 YEAR SERVICE FROM THE START LITE	\$158.00	\$158.00	\$316.00
8d	2	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-	-
8e	2	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$772.50
8f	2	CA01598AB	ADD: AC LINE CORD US	-	-	-
8g	2	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$2,250.00
8h	2	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$450.00
9	1	L30URS9PW1AN	APX7500 SINGLE BAND 7/800	\$4,379.00	\$3,284.25	\$3,284.25
9a	1	W382AM	ADD: CONTROL STATION DESK GCAI MIC	\$169.00	\$126.75	\$126.75
9b	1	L999AB	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	\$591.75	\$591.75
9c	1	G78AR	ADD: 3 YEAR SERVICE FROM THE START LITE	\$158.00	\$158.00	\$158.00
9d	1	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-	-
9e	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$386.25
9f	1	CA01598AB	ADD: AC LINE CORD US	-	-	-
9g	1	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$1,125.00
9h	1	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$225.00
10	3	HKN6233A	ASSEMBLY_ACCESSORY,APX CONSOLETTA RACK MOUNT TRAY HARDWARE KIT	\$200.00	\$150.00	\$450.00
11	20	L1704A	LDF2-50 CABLE: 3/8" LDF HELIAX POLY JKT PER FOOT	\$2.85	\$2.85	\$57.00
12	2	DSSY450SF1SNM	YAGI DIRECTIONAL ANTENNA, 6.5 DBD GAIN, 746-896 MHZ	\$810.00	\$810.00	\$1,620.00
13	200	L1705A	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$3.50	\$3.50	\$700.00
14	4	DDN1088A	L4TNN-PSA TYPE N MALE PS FOR 1/2 IN CABLE	\$28.50	\$25.65	\$102.60
15	4	DDN1089A	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE	\$28.50	\$25.65	\$102.60
16	2	TDN9289A	221213 CABLE WRAP WEATHERPROOFING	\$22.00	\$22.00	\$44.00
17	2	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT	\$19.00	\$19.00	\$38.00
18	2	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE MT NM ANTENNA, NF EQUIPMENT SIDE	\$78.00	\$70.20	\$140.40
19	4	DSL2TNMPL	3/8" TYPE N MALE POSITIVE LOCK CONNECTOR LDF2-50 CABLE	\$21.75	\$21.75	\$87.00
20	12872	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$1.00	\$12,872.00
21	14289	SVC0206A	ENH: LOCAL SUBSCRIBER SUPPORT	\$1.00	\$1.00	\$14,289.00

Total Quote in USD

\$416,034.85

THIS QUOTE IS BASED ON THE FOLLOWING:

City of Robinson (Schedule B)						
Compound Period:		Monthly				
Nominal Annual Rate:		3.590%				
CASH FLOW DATA						
Event	Date	Amount	Number	Period	End Date	
1 Loan	10/1/2016	\$ 316,034.85	1			
2 Payment	10/1/2017	\$ 113,126.25	3	Annual	10/1/2019	
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
Date	Payment	Interest	Principal	Balance		
Loan 10/1/2016				\$316,034.85		
1 10/1/2017	\$113,126.25	\$ 11,534.16	\$101,592.09	\$214,442.76		
2 10/1/2018	\$113,126.25	\$ 7,826.41	\$105,299.84	\$109,142.92		
3 10/1/2019	\$113,126.25	\$ 3,983.33	\$109,142.92	\$ -		
Grand Totals	\$339,378.75	\$ 23,343.90	\$316,034.85			

INITIAL INSURANCE REQUIREMENT: \$316,034.85

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **23961** to that Equipment Lease Purchase Agreement number **23961** will be maintained by the City of Robinson as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of **local** insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **23961** , City of Robinson, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 23961 to that Equipment Lease Purchase Agreement number 23961 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 23961 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **City of Robinson**?

3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Bank Qualified Statement

LESSEE CERTIFIES THAT HAS DESIGNATED THIS LEASE No. 23961 AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 23961

Lease Schedule A No. : 23961

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23961. See Schedule A for a detailed Equipment List.

LESSEE: City of Robinson

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the City of Robinson Lease No. 23961) held on or before the execution date of the Lease, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Robinson_(Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Robinson		2 Issuer's employer identification number (EIN) 74-1500985	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 111 W. Lyndale	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Robinson TX 76706		7 Date of issue 10/1/16	
8 Name of issue Equipment Lease-Purchase Agreement 23961		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	316,034.85
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/1/2019	\$ 316,034.85	\$ 316,034.85	3 years	3.59 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	316,034.85
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	
25 Proceeds used for credit enhancement		25	
26 Proceeds allocated to reasonably required reserve or replacement fund		26	
27 Proceeds used to currently refund prior issues		27	
28 Proceeds used to advance refund prior issues		28	
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative _____		Date _____	
	Type or print name and title _____			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no. _____		



COUNCIL AGENDA ITEM MEMORANDUM

Date Submitted: 09/29/2016

Meeting Date: 10/04/2016

Item #14

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: