



**Special Called
City Council Meeting
June 19, 2018**



City of Robinson

111 W. Lyndale, Robinson, TX 76706-5619

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

PUBLIC NOTICE SPECIAL CALLED MEETING

THE ROBINSON CITY COUNCIL WILL MEET FOR A SPECIAL CALLED MEETING ON TUESDAY, JUNE 19, 2018 AT 6:30 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. Pledge of Allegiance.
4. Roll call.
5. Consider and possible action approving a Development Agreement between the City of Robinson and Tate Avenue Investments, LLC, and authorizing the expenditure in the amount of \$301,297.43 from Wastewater Bond Funds.
6. 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 Jana Lewellen, 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: 06/15/2018

Meeting Date: 06/19/2018

Item #1-4

- 1. CALL TO ORDER:**
- 2. INVOCATION:**
- 3. PLEDGE OF ALLEGIANCE:**
- 4. ROLL CALL:**

| | PRESENT | ABSENT |
|---------------------|----------------|---------------|
| ROGERS | _____ | _____ |
| STIVENER | _____ | _____ |
| LANE | _____ | _____ |
| ECHTERLING | _____ | _____ |
| MASTERGEORGE | _____ | _____ |
| JANICS | _____ | _____ |
| TINDELL | _____ | _____ |



Staff Report – City Council

Date: June 19, 2018
**Request: Developer Agreement &
Expenditure Authorization**
Applicant: City Staff
Agenda Item: #5

Originating Department: Planning and Development

Agenda Item: Consider and possible action approving a Development Agreement between the City of Robinson and Tate Avenue Investments, LLC and authorizing the expenditure of \$301,297.43 from wastewater bond funds.

Background:

On October 4, 2016, the City Council approved rezoning 511 S. Old Robinson Road and 312 W. Tate Avenue from R-1 Single Family Residential to SF-3 Single Family Residential.

In 2017, the City abandoned the Lyndale Lift Station after constructing an 18” gravity-flowing sanitary sewer line from the WMARRS Interceptor along Flat Creek to the abandon Lyndale Lift Station.

On April 3, 2018, the City Council disapproved the preliminary and final plat of the Eskew Estates Addition at 511 S. Old Robinson Road and 312 W. Tate Avenue until outstanding comments were adequately addressed.

On June 15, 2018, outstanding comments on the preliminary plat of the Eskew Estates Addition were complied with, the preliminary plat was no longer deemed disapproved, and the developer was also given notice to proceed with early grading.

Summary:

In accordance with Section 212.071 of the Texas Local Government Code, City staff and the developer propose to City Council an agreement that has the developer constructing an extension of an 18” sanitary sewer line from the abandoned Lyndale Lift Station to and through the Eskew Estates Addition with the City reimbursing the developer \$301,297.43 for the oversizing of the six-inch sanitary sewer line the developer needs for his development. The City’s Master Wastewater Plan has the gravity-flowing sanitary sewer line continuing from the Eskew Estates Addition south in the S. Old Robinson Road right-of-way to the Cedar Ridge Addition in order to eliminate another public lift station before the gravity-flowing sanitary sewer line is then again

extended to the South Pond Lift Station. In partnering with the developer, the City anticipates a cost savings of approximately \$113,193.39 while moving forward with the following goal statements from the 2034 Community Visions Comprehensive Plan:

- Spend the citizen's money wisely on City projects
- Provide adequate city services for community growth
- Implement the Wastewater System Master Plan to address current inadequacies and future growth
- Eliminate occasional wastewater smells
- Provide limited but efficient government
- Support a great school system

Construction of this 18" gravity-flowing sanitary sewer line will also create opportunity for the Robinson Independent School District (RISD) to eliminate a private lift station serving Robinson High School by providing gravity-flow service to the general area.

Recommendation:

Approve the Development Agreement between the City of Robinson and Tate Avenue Investments, LLC and authorize the expenditure of \$301,297.43 from wastewater bond funds.

Attachments:

Development Agreement
Developer's Bid Summary
Aerial Map
Overall Utility Plan

AGREEMENT FOR CITY PARTICIPATION IN DEVELOPMENT COST

This Agreement is between the City of Robinson, Texas (hereinafter “City”) and _____ (hereinafter “Developer”).

WHEREAS, Developer is interested in developing a subdivision within the City to be known as the Eskew Estates Addition (hereinafter “Development”); and

WHEREAS, Developer agrees that it is bound to comply with the City’s development and subdivision regulations in all aspects of the Development; and

WHEREAS, the Development requires a sanitary sewer main from the abandoned Lyndale Lift Station to and through the Development; and

WHEREAS, the Development itself only requires a 6” sanitary sewer main; and

WHEREAS, to provide for future needs and serve public purposes, the City desires that Developer install and construct an 18” sanitary sewer main, with the City reimbursing the Developer for the difference in price between installation and construction of a 6” sewer main and the installation and construction of an 18” sewer main (hereinafter “Reimbursement Amount”).

1. Developer Obligations. The Developer shall:

- Assure that its contract with its applicable constructor provides for the installation and construction of an 18” sewer main from the abandoned Lyndale Lift Station to and through the Development as generally shown on Exhibit “A” attached hereto and incorporated herein (hereinafter “Sanitary Sewer Project”);
- Assure that all constructor warranties are assignable;
- Assure that the Sanitary Sewer Project is completed within the stated completion date as set forth hereinafter, and that the completed Sanitary Sewer Project complies with all applicable City, State and Federal standards and regulations;
- Provide City personnel, agents or contractors with access to review the work before it is covered;
- Provide such testing as is required or necessary to assure operational compliance;
- Provide any easements to the City necessary for the Sanitary Sewer Project on property which the Developer owns or controls;
- Request final inspection by the City upon completion;
- Correct any items identified by the City for correction;
- Transfer all rights in and ownership of the sewer main to the City upon acceptance by the City, and payment to the Developer of the Reimbursement Amount; and
- Assign all constructor warranties to the City.

2. City Obligations. The City is obligated to:

- Acquire any easements which are necessary for the Sanitary Sewer Project on property that is not owned or controlled by the Developer;
- Inspect the Sanitary Sewer Project periodically and upon the Developer's (or constructor's) request;
- Take ownership of the Sanitary Sewer Project upon acceptance by the City;
- Reimburse the Developer for the Reimbursement Amount upon the City's acceptance of the Sanitary Sewer Project. The Reimbursement Amount to be paid by the City to the Developer shall not exceed a maximum cap of \$301,297.43 under any circumstance; and
- Accept responsibility for the operation and maintenance of the Sanitary Sewer Project upon acceptance of the Sanitary Sewer Project by the City.

3. Nature of Arrangement.

a) Developer is not a partner, joint venturer, agent, employee, or contractor of the City for any purpose. This Agreement merely implements the regulations allowing for required upsizing of improvements if the City participates in the cost.

b) The means, manner, methods, and safety precautions used or taken during construction of the Sanitary Sewer Project are the responsibility of the Developer and its constructor. DEVELOPER HEREBY INDEMNIFIES AND HOLDS THE CITY AND ITS EMPLOYEES, OFFICIALS, AGENTS, AND ENGINEERS HARMLESS FROM ANY CLAIMS, CAUSES OF ACTION, REMEDIES, OR DAMAGES FOR PERSONAL INJURIES, DEATH, OR PROPERTY DAMAGES RESULTING FROM THE CONSTRUCTION OF THE SANITARY SEWER PROJECT, which are not caused by the City's own negligent acts.

c) Developer shall assure that its constructor provides adequate barriers and signs to protect the public during the construction process, and that the constructor complies with all applicable and required standards and regulations in that regard.

d) Developer and its constructor are responsible for compliance with all regulations regarding stormwater control, silt fencing, and water diversion applicable to the Sanitary Sewer Project.

e) The City shall have no responsibility for the Sanitary Sewer system until it issues a final Letter of Acceptance.

f) Any inspection during construction or for acceptance upon completion is not a representation or warranty of the City or its agents, and does not relieve the Developer, its constructor, or Developer's sureties or security from liability for, or required correction of any defects or violations.

4. Security. The Developer secures its obligation to complete the Sanitary Sewer Project in accordance with all applicable City, State and Federal regulations, on or before _____ (subject to agreed extensions which will not be unreasonably withheld where reasonable excuse for the delay exists) by:

- A performance bond issued by a surety authorized to write surety bonds in the State of Texas, payable to the City, in the amount of the full cost of the Sanitary Sewer Project.
- A letter of credit in favor of the City issued by a financial institution located in this State in the amount of the full cost of the Sanitary Sewer Project; and on terms acceptable to the City.
- Deposit with the City of a cashier's check or other cash equivalent under a trust agreement between the City and the Developer on terms acceptable to the City, in the amount of the full cost of the Sanitary Sewer Project.

5. Payment by the City.

a) The City shall pay the Developer the Reimbursement Amount (not to exceed the cap stated above) within 10 days of acceptance by issuance of a final Letter of Acceptance of the Sanitary Sewer System by the City, which acceptance shall not be unreasonably withheld.

b) If the City breaches this Agreement by refusing to pay the Reimbursement Amount to the Developer without good cause, the Developer is entitled to its costs incurred in recovering the Reimbursement Amount from the City, including reasonable and necessary attorney's fees and court costs.

c) The Reimbursement Amount is only due upon the City's acceptance of the Sanitary Sewer Project. The City shall not act unreasonably with regard to acceptance of the Project; however, nothing herein shall require the City to accept the Sanitary Sewer Project if it does not comply with the plans and specifications or applicable regulations, is not operationally sound, or is otherwise defective.

d) The Reimbursement Amount must be supported by cost documentation and allocation information acceptable to the City.

6. "As-Built" Documents. Upon acceptance by the City and payment of the Reimbursement Amount to the Developer, the Developer shall provide or cause to be provided to the City a full set of "as-built" plans in hard copy format, and a full set of "as built" plans in digital format.

7. Attorney's Fees and Costs. Should it become necessary for either party to institute litigation to enforce its rights, or the other party's obligations under this Agreement; the prevailing party shall be entitled to recover against the other party its reasonable and necessary attorney's fees and costs incurred therein.

8. Governing Law and Venue. Texas law shall control the interpretation of this Agreement, and any dispute arising out of this Agreement or the subject matters hereof. Venue of any litigation shall lie in a court of competent jurisdiction in McLennan County, Texas.

9. Miscellaneous Terms and Conditions.

9.1 Any inspections, reviews, or testing by the City are conducted purely for protection of its own interests, and shall not relieve or waive any obligations of the Developer hereunder.

9.2 This Agreement contains the full agreement and understanding of the parties and supersedes any oral agreements or representations. This Agreement may only be amended in writing, and such amendment must be approved by both parties.

9.3 Nothing herein grants the Developer a waiver or variance from any City ordinances or regulations.

9.4 The inspection fees payable by the Developer with regard to the Sanitary Sewer Project shall be based on the cost of the portion of the Sanitary Sewer Project actually necessary to serve the Development.

CITY
City of Robinson, Texas

DEVELOPER

By: _____
Mayor

By: _____

Its: _____

Date: _____

Date: _____

Attest:

City Secretary

HOLY
Contractors LLC
712 E. Panther Way - Hewitt Texas 76643
254-224-6759 office, 254-224-6773 fax

BID PROPOSAL FOR

**Robinson, Texas
Eskew Estates
PAVING, EARTHWORK, UTILITIES**

**Bret Merik
Architect / ENGINEER: Benchmark Design Group**

BID PROPOSAL

| | | |
|---|-----------|-------------------|
| TOTAL BASE BID PROPOSAL - EARTHWORK, BUILDING PAD AND PAVING | \$ | 293,809.00 |
| TOTAL BASE BID PROPOSAL - Storm Drainage | \$ | 52,797.60 |
| TOTAL BASE BID PROPOSAL - Sanitary Sewer | \$ | 414,490.82 |
| TOTAL BASE BID PROPOSAL - Water | \$ | 69,066.10 |
| | \$ | 830,163.52 |

By signing Below you agree to hire Holy Contractors, LLC for the work as shown in the bid summary

Bret Merik , Owner Developer

NOTE: PRICE IS GOOD FOR THIRTY (30) DAYS

Exclusions and Clarifications

Allowance for Concrete at subgrade for Lyndale \$15,000

and Tate Asphalt Replacement if Needed

HAZMAT REMOVAL OR DISPOSAL, ASBESTOS ABATEMENT

GAS OR ELECTRICAL SCOPES OF WORK.

EXCLUDES BONDING

BASED ON CIVIL DRAWINGS DATED 2/23/18

No Grass, Sod , or lot grading

Edward Jimenez, Holy Contractors LLC

Date: 3/26/2018





LYNDALE DR

TATE AVE TATE AVE

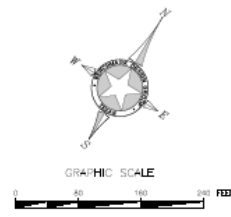
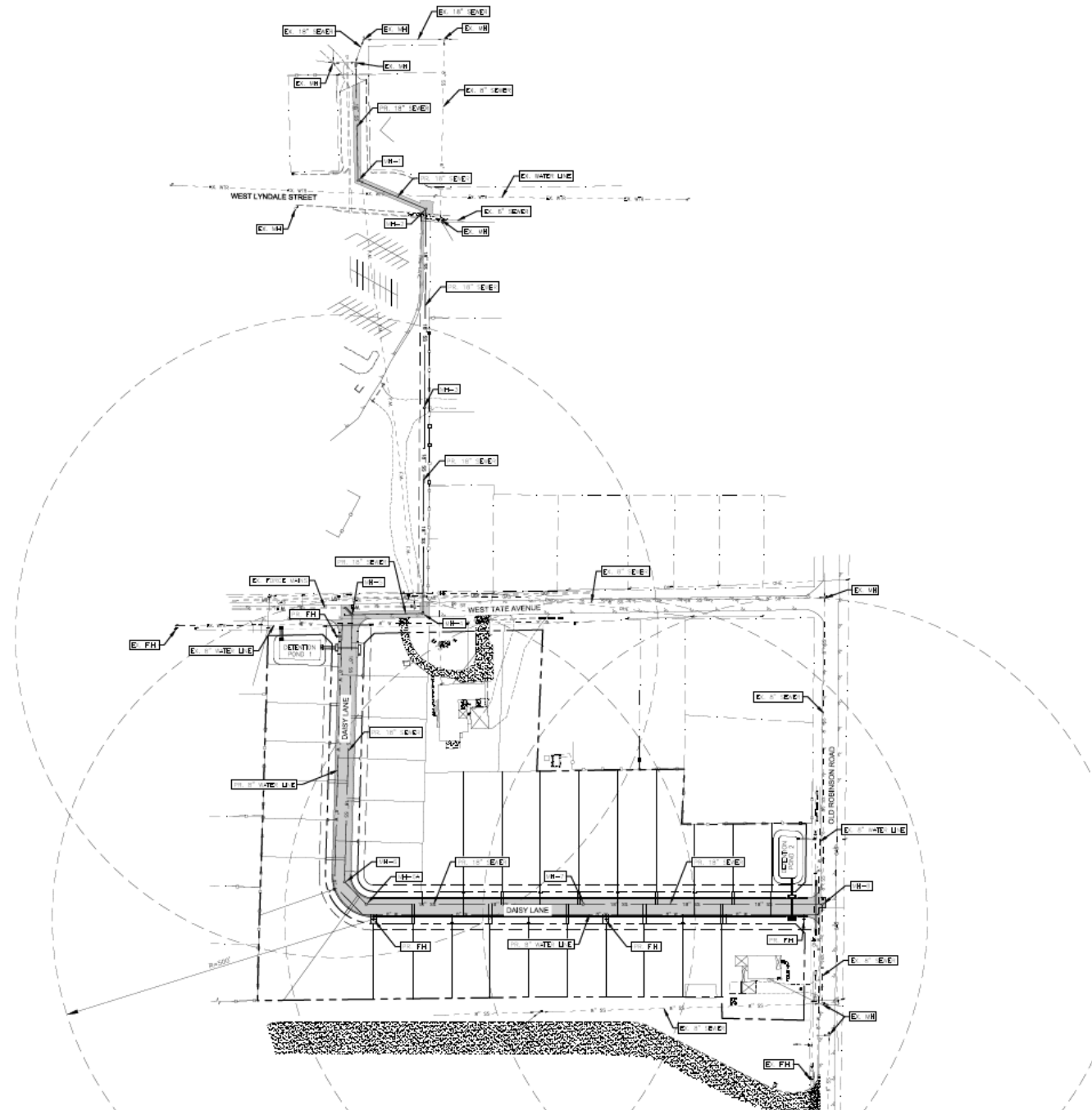
W TATE ST

W KARELS DR

W TATE ST

TONY DR

W FOSTER DR



BEFORE YOU DIG
Texas 811.com
 CALL 811 OR VISIT TEXAS811.COM
 FOR MORE INFORMATION

NOTICE TO CONTRACTORS

- This plan is subject to review and approval by all applicable local, state and federal agencies.
- Contractors shall verify the location and depth of all existing utilities before commencing any excavation work.
- The contractor shall be responsible for obtaining all necessary permits and approvals from all applicable agencies.
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Typical note: 1. All utility lines shown on this plan are based on the latest available records and field surveys. The contractor shall verify the location and depth of all existing utilities before commencing any excavation work.

| DATE | BY |
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BENCHMARK
DESIGN GROUP
 CIVIL / ENVIRONMENTAL / PLANNERS



ESKEW ESTATES
 ROBINSON, TEXAS

OVERALL UTILITY PLAN

BENCHMARK
 DESIGN GROUP

| | |
|-------------|---------------|
| DRAWN BY: | JGM |
| CHECKED BY: | ELS |
| DATE: | FEBRUARY 2016 |
| JOB NO: | 2016.008 |
| SHEET NO. | 10 |