



MURPHY CITY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING  
OCTOBER 4, 2011 AT 6:00 PM  
206 NORTH MURPHY ROAD  
MURPHY, TEXAS 75094

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on October 4, 2011 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Bret Baldwin  
Mayor

John Daugherty  
Mayor Pro Tem

Colleen Halbert  
Deputy Mayor Pro Tem

Dennis Richmond  
Councilmember

Scott Bradley  
Councilmember

Bernard Grant  
Councilmember

Dave Brandon  
Councilmember

James Fisher  
City Manager

## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE

## ROLL CALL & CERTIFICATION OF A QUORUM

## PROCLAMATIONS & PRESENTATIONS

- Proclamation designation October as Breast Cancer Awareness Month

## PUBLIC COMMENTS

## CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

- A. Approval of the Minutes from the September 20, 2011 Regular City Council Meeting.
- B. Consider and/or act upon approval of a resolution authorizing the City Manager to sign an Inter Local Agreement (ILA) with City of Plano for City of Murphy Fire Department employees to participate in Plano EMS Paramedic Training Programs.
- C. Consider and/ or act upon approval of a resolution authorizing the acceptance of the Safe Route to Schools grant awards and contracts.

## INDIVIDUAL CONSIDERATION

1. Hold a public hearing and consider and/or act upon approval of an ordinance amending an existing PD (Planned Development) District (No. 03-10-590) for Single Family Uses regarding accessory building requirements (75% masonry) located in The Gables at North Hill, Phases 1-3 subdivisions and The Ranch at North Hill, Phases 3-8 subdivisions. (Zoning File 2011-04)
2. Consider and/or act on the application of ALLEN AND LOUCKS VENTURE, L.P. requesting approval of a site plan, landscape plan and elevations for a restaurant on property zoned PD (Planned Development) District for Retail

Uses on property located on 121 East FM 544, east of North Murphy Road.  
(ZF2001-03)

3. Continue consideration and/or act upon an ordinance approving the application of ALLEN AND LOUCKS VENTURE, L.P. requesting approval of a SUP (Specific Use Permit) for a Drive-In Window for a restaurant on property zoned PD (Planned Development) District for Retail Uses on property located on 121 East FM 544, east of North Murphy Road. (ZF2001-03)
4. Consider and/or act upon reallocation of the 2008 park and trail bond funds.
5. Consider and/ or act upon authorizing the HOK to proceed with bidding Liberty Ridge Park construction project.
6. Consider and/ or act upon authorizing the HOK to proceed with construction plans for Timbers Nature Preserve Park and trail project.
7. Consider and/or act upon approval of a resolution designating Timbers Nature Preserve Park and The Preserve on Maxwell Creek Trails as designated wildlife habitats.
8. Consider and/ or act upon authorizing the City Manager to approve change orders, furniture, fixtures, security, and audiovisual expenses for the Murphy Community Center.
9. Consider and/or act upon approval of an ordinance amending the Murphy Code of Ordinances Chapter 30, Article II (Smoking) Section 21, Definitions; Section 23, Smoking prohibited in certain public areas; Section 27, where smoking is not prohibited, and adding a new section, Section 28, to provide for air circulation and ventilation.

#### CITY MANAGER/STAFF REPORTS

- October 18 – Chamber Luncheon/State of the City
- October 24 – November 4 –Early Voting

#### EXECUTIVE SESSION

The City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.
- §551.071 Consultation with City Attorney regarding pending or contemplated litigation regarding Patrick Greene claim.

- §551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

### RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.
- §551.071 Consultation with City Attorney regarding pending or contemplated litigation regarding Patrick Greene claim.
- §551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

### ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, TX 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on September 30, 2011 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

\_\_\_\_\_  
Aimee Nemer, TRMC, MMC  
City Secretary

In compliance with the American with Disabilities Act, the City of Murphy will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 972.468.4011 or [anemer@murphytx.org](mailto:anemer@murphytx.org)

# *Proclamation*

*City of Murphy, Texas*

## **Breast Cancer Awareness Month**

**WHEREAS**, the City of Murphy is honored to join with the American Cancer Society Relay For Life of Wylie/Sachse/Murphy on this occasion of recognizing Breast Cancer Awareness Month, which is a special month set aside to shed light on this disease and make us aware of the preventative steps to take against Breast Cancer; and

**WHEREAS**, citizens are encouraged to join together with breast cancer survivors, people who are struggling with this disease, caregivers, and the community as a whole, in recognizing this disease and attending a Relay Rally to learn more about breast cancer and what services are offered in your neighborhood in relation to breast cancer; and

**WHEREAS**, the American Cancer Society is the nationwide, community based, voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer, through research, education, advocacy, and service; and

**WHEREAS**, Relay For Life is a life changing event that brings together friends, neighbors, and family to celebrate the lives of those who have battled cancer, remember loved ones lost, and empower individuals and communities to fight back against a disease that takes too much.

**NOW, THEREFORE**, I, Bret Baldwin, Mayor of the City of Murphy, Texas, do hereby proclaim October 2011, as

## **Breast Cancer Awareness Month**

And urge all citizens to join with the American Cancer Society Relay for Life of Wylie/Sachse/Murphy in renewing every one's commitment to fighting Breast cancer during this month at the Relay Rally, Tuesday, October 11, 7 – 8 p.m. at Murphy City Hall of Murphy.

Proclaimed this 4<sup>th</sup> day of October, 2011.

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*Bret M. Baldwin, Mayor  
City of Murphy*

**DRAFT**

**MINUTES  
REGULAR CITY COUNCIL MEETING  
CITY OF MURPHY  
206 North Murphy Road  
Murphy, Texas**

**September 20, 2011  
6:00 P.M.**

**CALL TO ORDER**

Mayor Baldwin called the meeting to order at 6:01 p.m.

**INVOCATION & PLEDGE OF ALLEGIANCE**

Mayor Baldwin gave the invocation and led the Pledge of Allegiance.

**ROLL CALL & CERTIFICATION OF A QUORUM**

Secretary Nemer certified a quorum with the following:

Council Present

Mayor Baldwin  
Mayor Pro Tem John Daugherty  
Deputy Mayor Pro Tem Colleen Halbert  
Councilmember Dennis Richmond  
Councilmember Scott Bradley  
Councilmember Bernard Grant  
Councilmember Dave Brandon

**PRESENTATIONS**

• **Presentation by Ms. Donna Jenkins – History of Murphy**

Ms. Jenkins presented a brief history of Murphy and requested Council support in the formation of a Murphy Historical Society. She invited anyone interested to attend the first meeting on September 28<sup>th</sup> at 6 p.m.

**PUBLIC COMMENTS**

No public comments were submitted.

**CONSENT AGENDA**

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

- A. Approval of the Minutes from the September 6, 2011 Regular City Council Meeting.**
- B. Consider and/or act upon approval of a resolution designating investment officers of the City and approving the investment policies for the investment of municipal funds.**

## Council Action

Councilmember Halbert moved to approve the Consent Agenda as presented, seconded by Councilmember Daugherty. A vote was taken and passed, 7-0.

## INDIVIDUAL CONSIDERATION

- 1. Consider and/or act upon approval of an ordinance adopting the fiscal year 2011-2012 budget and appropriating funds to a sinking fund to pay interest and principal on the City's indebtedness, and appropriating funds to support the City of Murphy for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012.**

## Council Action

Councilmember Halbert moved to approve an ordinance adopting the fiscal year 2011-2012 budget and appropriating funds to a sinking fund to pay interest and principal on the City's indebtedness, and appropriating funds to support the City of Murphy for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012 as reflected in the budget. Councilmember Daugherty seconded the motion. Before a vote was taken, the following amendments were made.

### Amendment 1

Councilmember Daugherty moved to amend the motion to approve the budget by reducing the revenue derived by Total Property Taxes by an amount equal to \$111,450.00. Councilmember Halbert seconded the motion. A vote was taken and passed, 6-1 with Councilmember Halbert voting in opposition.

### Amendment 2

Councilmember Daugherty moved to amend the motion to approve the budget by increasing the transfer from the Reserve Fund from \$450,000.00 to \$537,000.00, and the total Personnel Services Expense line item by \$86,000.00 which shall be used to create a percentage payment pool for City employees, the distribution of such to be subject to the discretion of the City Manager and his department heads. Councilmember Halbert seconded the motion. After some discussion, Councilmember Daugherty stated that if Council is willing to consider a future discussion regarding a percentage payment or raise for employees, then he will withdraw his motion.

### Amendment 3

Councilmember Daugherty moved to amend the motion to approve the budget by reducing the 4B Capital Budget for the Christmas tree for City Hall by \$10,000.00. Councilmember Brandon seconded the motion. A vote was taken and passed, 6-1 with Councilmember Richmond voting in opposition.

### Amendment 4

Councilmember Brandon moved to amend the motion to approve the budget by cutting the Police Department Capital budget by \$25,000.00 for the carport. Councilmember Bradley seconded the motion. A vote was taken and failed, 2-5, with Councilmember Halbert and Brandon voting in favor; and Mayor Baldwin, Councilmember Richmond, Councilmember Daugherty, Councilmember Bradley, and Councilmember Grant voting in opposition.

## Amendment 5

Councilmember Brandon moved to amend the motion to approve the budget by cutting \$50,000.00 from the IT budget for the DNS Management, Enterprise Wireless, and Identity Management. Councilmember Bradley seconded the motion.

## Amendment 6

Before a vote was taken on the amended motion (Amendment 5), Councilmember Halbert moved to amend the amended motion to strike the Enterprise Wireless from the amended motion. Councilmember Daugherty seconded the motion. A vote was taken and passed, 4-3 with Councilmember Bradley, Councilmember Grant, and Councilmember Brandon, voting in opposition.

## Amendment 5 –Vote

A vote was taken and failed, 2-5, with Councilmember Halbert and Brandon voting in favor; and Mayor Baldwin, Councilmember Richmond, Councilmember Daugherty, Councilmember Bradley, and Councilmember Grant voting in opposition.

## Amendment 7

Councilmember Brandon moved to amend the motion to approve the budget by reducing the Capital budget for the Fire Department by \$70,000.00 for the vehicle for the fire captain. Councilmember Bradley seconded the motion. A vote was taken and failed, 1-6, with Councilmember Brandon voting in favor, and Mayor Baldwin, Councilmember Halbert, Councilmember Richmond, Councilmember Daugherty, Councilmember Bradley, and Councilmember Grant voting in opposition.

## Vote on Main Motion

A vote on the main motion to approve the budget, as amended by Amendment 1 and Amendment 3 was taken and passed, 6-1 with Councilmember Brandon voting in opposition.

## **2. Consider and/or act upon ratifying the property tax revenue increase reflected in the 2011-2012 fiscal year budget.**

### Staff Comments

Due to the amendments approved in the budget, City Manager Fisher read the following revised statement for the Council to ratify. “This budget will raise more total property taxes than last year’s budget by \$156,621 or 1.88%, and of that amount, \$156,194.72 is tax revenue to be raised from new property added to the tax roll this year.”

### Council Action

Councilmember Daugherty moved to ratify the property tax revenue increase reflected in the 2011-2012 fiscal year budget. Councilmember Richmond seconded the motion. A vote was taken and passed, 7-0.

## **3. Consider and/or act upon approval of an ordinance levying ad valorem taxes for use and support of the municipal government of the City of Murphy for the fiscal year beginning October 1, 2011 and ending September 30, 2012.**

## Council Action

Councilmember Daugherty moved that the property tax rate be increased by the adoption of a tax rate of \$0.5650, which is effectively a .40 percent increase in the tax rate, and to approve an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning October 1, 2011 and ending on September 30, 2012, and for each fiscal year thereafter until otherwise provided. Councilmember Halbert seconded the motion. A vote was taken and passed, 7-0.

- 4. Consider and/or act upon authorizing the City Manager to enter into an agreement with Emergicon, LLC for the provision of Emergency Medical Services (EMS) billing services; and, for the purchase of ESO Solutions for an electronic patient care reporting system.**

## Council Action

Councilmember Brandon moved to authorize the City Manager to enter into an agreement with Emergicon, LLC for the provision of Emergency Medical Services (EMS) billing services; and, for the purchase of ESO Solutions for an electronic patient care reporting system. Councilmember Daugherty seconded the motion. A vote was taken and passed, 7-0.

- 5. Consider and/or act upon approval of a resolution nominating one to five candidates to serve on the Collin County Central Appraisal District Board of Directors for a two year term beginning January 1, 2012.**

## Council Action

Councilmember Halbert moved to designate the City of Murphy's 27 votes to nominate Wayne Mayo to serve on the Collin County Central Appraisal District Board of Directors for a two year term beginning January 1, 2012. Councilmember Daugherty seconded the motion. A vote was taken and passed, 6-1, with Councilmember Grant voting in opposition.

## DISCUSSION ITEMS

- 6. Discussion regarding the use of electronic devices for City Council.**

## Council Discussion

Council discussed the benefits and challenges with a paperless environment, various types of devices, and the pros and cons of the City providing devices. Council requested staff to provide pricing options on various devices and associated policies on the distribution and use of the devices.

## CITY MANAGER/STAFF REPORTS

City Manager Fisher reported on the following:

- **September 24 –Maize Days**

## EXECUTIVE SESSION

**The City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:**

- §551.074 Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.
- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.
- §551.071 Consultation with City Attorney regarding pending or contemplated litigation regarding Patrick Greene claim.
- §551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

**Council Action**

Mayor Baldwin convened into Executive Session on items 551.074 and 551.072 at 8:16 p.m. The sessions on 551.071 were not held.

**RECONVENE INTO REGULAR SESSION**

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

- §551.074 Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.
- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.
- §551.071 Consultation with City Attorney regarding pending or contemplated litigation regarding Patrick Greene claim.
- §551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

**Council Action**

Mayor Baldwin reconvened into Regular Session at 8:31 p.m. There was no action as a result of the Executive Session.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 8:31 p.m.

**DRAFT**

**APPROVED BY:**

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**Bret M. Baldwin, Mayor**

**ATTEST:**

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**Aimee Nemer, City Secretary**

**Issue**

Consider and/or act upon approval of a resolution authorizing the city manager to sign an Inter Local Agreement (ILA) with City of Plano for City of Murphy Fire Department employees to participate in Plano EMS Paramedic Training Programs.

**Background**

The City of Murphy EMS program is interested in finding programs designed for system and personnel improvements. One program recently identified is allowing our paramedics to gain experience by riding with a seasoned paramedic in a busy EMS system. The City of Plano would also provide a trainer to ride with the Murphy paramedic to observe skills and make suggestions for improvement.

Murphy and Plano both share a medical director through an agreement with The Medical Center of Plano. Our treatment protocols are very similar and our continuing education programs are near mirror images of each other. There are some areas of difference; yet, overall, this is a very good fit for our paramedics who may benefit from such a program.

**Financial Considerations**

The City of Murphy will be responsible for a fee to the City of Plano in the amount of SIXTY EIGHT DOLLARS AND 22/100 (\$68.22) per day per student. These fees will come from the Murphy Fire Department training budget.

**Other Considerations**

This ILA may be terminated by either party with thirty days written notice to the other party without penalty. The Murphy employee will be evaluated as needed per the City of Murphy Fire Department standards and / or the Medical Oversight Physician's direction.

**Board/Staff Recommendation**

Motion to authorize the city manager to sign an Inter Local Agreement (ILA) with City of Plano for City of Murphy Fire Department employees to participate in Plano EMS Paramedic Training Programs.

**Attachments**

- 1) Proposed Resolution w/ Exhibit A – ILA with Plano

*Mark Lee, Fire Chief*  
**Submitted By**

*James Fisher, City Manager*  
**City Manager Approval**

**RESOLUTION NO. 00-R-000**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF PLANO FOR FIRE DEPARTMENT EMPLOYEES TO PARTICIPATE IN PLANO EMS PARAMEDIC TRAINING PROGRAM.**

**WHEREAS**, Plano and Murphy are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”); and

**WHEREAS**, the Act provides authority for entities such as Plano and Murphy to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, The Plano Fire Department offers an Emergency Medical Services (EMS) Paramedic Trainer/Intern Program (“Program”) and desires to offer the Program to employees of the City of Murphy Fire Department; and

**WHEREAS**, Murphy desires to offer its Fire Department employees the opportunity to attend the program taught by the Plano Fire Department.

**WHEREAS**, the Program will provide Murphy Fire Department employees with additional knowledge and skills to more effectively serve the citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AS FOLLOWS:**

**SECTION 1. AUTHORIZATION** The City Council authorizes the City Manager to sign the agreement attached hereto as Exhibit A.

**DULY RESOLVED** by the City Council of the City of Murphy, Texas, on this the 4<sup>th</sup> day of October, 2011.

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**Bret M. Baldwin, Mayor**  
**City of Murphy**

**ATTEST:**

**(City Seal)**

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**Aimee Nemer, City Secretary**  
**City of Murphy**

*Exhibit A*

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS  
AND THE CITY OF MURPHY, TEXAS FOR CITY OF MURPHY  
FIRE DEPARTMENT EMPLOYEES TO PARTICIPATE IN PLANO  
EMS PARAMEDIC TRAINING PROGRAM**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and the **CITY OF MURPHY, TEXAS**, a Home-Rule Municipal Corporation hereinafter referred to as "Murphy", as follows:

**W I T N E S S E T H:**

**WHEREAS**, Plano and Murphy are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and Murphy to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, The Plano Fire Department offers an Emergency Medical Services (EMS) Paramedic Trainer/Intern Program ("Program") and desires to offer the Program to employees of the City of Murphy Fire Department; and

**WHEREAS**, Murphy desires to offer its Fire Department employees the opportunity to attend the program taught by the Plano Fire Department.

**WHEREAS**, Murphy has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**WHEREAS**, the Program will provide Murphy Fire Department employees with additional knowledge and skills to more effectively serve the citizens.

**NOW, THEREFORE**, Plano and Murphy, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.**

**TERM**

This Agreement shall commence on August 31, 2011 and end on August 31, 2012. Murphy shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Plano. Murphy and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Program, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

## **II. THE PROGRAM**

The Plano Fire Department will provide the following:

1. Training on responding to EMS calls and delivery of emergency medical services
2. A training program as provided Standard Operating Procedure 142.0 attached hereto as Exhibit "A".
3. One trainer for each student for one-on-one oversight/training as provided under Standard Operating Procedure 142.0

Murphy shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Murphy shall provide Plano with required student-employee information for the purpose of registration and documentation. Murphy shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of the City of Murphy.

The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

## **III. CONSIDERATION / FEES**

Murphy shall pay Plano **SIXTY EIGHT DOLLARS AND 22/100 (\$68.22)** per student per training day. Payment shall be made within 30 days of receipt of invoice for services provided. Murphy will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Murphy having the revenues available for that contract term.

Plano recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Plano and Murphy herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Program, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

## **IV. TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Murphy shall pay all fees and costs, if any, incurred by Plano pursuant to this Agreement through the effective date of termination.

**V.**  
**RELEASE AND HOLD HARMLESS**

Each Party shall accept responsibility for, and shall hold the other Party harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling to or from the Program. Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence and Murphy, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Murphy and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

**VI.**  
**INSURANCE**

Murphy agrees to meet all insurance requirements as set forth in Exhibit " B", which is attached hereto and thereby made a part of this Agreement.

**VII.**  
**NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

**City of Murphy Representative**

Perry Elliott  
Administrative Captain  
City of Murphy Fire Department  
206 N Murphy Road  
Murphy, Texas 75094  
(972) 468-4300

**City of Plano Representative:**

Hugo Esparza  
Fire Chief  
City of Plano Fire Department  
1901 Avenue K  
Plano, Texas 75074  
(972) 941-7160

**VII.**  
**AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Murphy has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.**  
**SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**X.**  
**VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.**  
**INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.**  
**REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.**  
**SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by signing below.

**CITY OF MURPHY, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: James Fisher

Title: CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, CITY ATTORNEY

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **James Fisher, City Manager**, of **CITY OF MURPHY, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Bruce D. Glasscock**, City Manager, of **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

## Exhibit "A"

### CITY OF PLANO EMS PARAMEDIC TRAINER/INTERN PROGRAM

#### **I. Purpose**

The primary purpose of the Plano Fire Department EMS Paramedic Internship Program is to provide new paramedics entering the Department's EMS system an opportunity to work closely at a Station with an experienced paramedic trainer who can assist them in adapting to the manner, methods, and routines specific to our system, as well as making them aware of the required degree of proficiency necessary to function as a paramedic in this system. Areas in which they may receive training include functions such as appropriate patient assessment and care, proper written documentation, methods of patient follow up, manner of interaction with other health care professionals, knowledge of protocols, methods of communication, etc.

#### **II. Individuals Requiring a Paramedic Internship**

Any new paramedic wishing to function in the capacity of a Plano Fire Department paramedic must be authorized by both the Fire Chief and EMS Medical Director to enter the paramedic internship program and, thereupon, must successfully complete the program's requirements. Only the EMS Medical Director has the authority to waive an individual's requirement of participating in this paramedic internship program.

#### **III. Length of Paramedic Internship**

Each paramedic intern is to complete the first three (3) phases of the paramedic internship as outlined in the PFD Paramedic Internship Guidelines to a maximum of twenty (20) shifts. After that time, each intern will then be evaluated by the EMS Medical Director and/or his designee. If it is determined that the paramedic has not yet adequately integrated into the system then the internship may be extended at the discretion of the EMS Medical Director with the current or different paramedic trainer. The length of internship extension will be determined by the EMS Medical Director based upon the exact circumstances prompting an extension consideration to a maximum of ten (10) additional shifts. If it is determined that he/she still has not adequately assimilated the knowledge and skills necessary to perform at the required level of proficiency for this EMS system, then the paramedic intern will not be allowed to function in the capacity of paramedic providing care to the general public of the City of Plano.

#### **IV. Paramedic Trainer Selection Process**

Individuals applying to become a paramedic trainer must have very good communication skills, sound judgment, excellent clinical skills, above-average fund of knowledge, and the willingness and desire to educate new paramedics in those areas necessary to fully adapt them to the Department's EMS system. The necessary qualifications to serve as a paramedic trainer include the following:

- A. Pass a written Paramedic Trainer Qualifying Test with a minimum grade of 85%.
- B. Participate in an interview/assessment center which includes a Megacode.
- C. Have served a minimum of two (2) years as a paramedic in the Plano EMS system prior to applying as a paramedic trainer. This requirement may be waived by joint recommendation of the EMS Medical Director and EMS Battalion Chief.
- D. Receive a letter of recommendation to serve as paramedic trainer from the applicant's immediate supervisor and Shift Battalion Chief.

During the Paramedic Internship, the Paramedic Trainer may receive assignment pay when the following conditions apply:

- A. The Paramedic Trainer is actively performing intern training or evaluation
- B. Both the trainer and intern are riding the same unit (during Phase II or III)

### **C. While on their assigned shift**

The assignment pay will begin when the intern is assigned to a Paramedic Trainer and authorized to begin the Internship Study Guide (ISG).

## **V. Assessment of Paramedic Intern**

### **Evaluation By Paramedic Trainer**

The paramedic trainer will evaluate the performance of the intern and will fill out evaluation reports which will include; field critiques for each patient contact, shift objective evaluations, and daily performance evaluations. Once twenty (20) patient transports, including at least two (2) Priority 1 and four (4) Priority 2 patients have occurred, the paramedic trainer will fill out a mid-internship evaluation report. All reports completed by the paramedic trainer will then be used by the EMS Medical Director and his designees, in conjunction with any other sources of relevant information, to determine whether or not the intern is successfully becoming integrated into the Department's EMS system. Based upon the determination of the EMS Medical Director, corrective action may be prescribed in addition to the typical remainder of the paramedic internship. At the conclusion of meeting all indicated internship objectives, prior to the scheduling of the Megacode evaluation with the EMS Medical Director, the paramedic trainer will then fill out an end-of-internship/final evaluation report.

### **Evaluation by EMS Section**

The EMS Section will evaluate the performance of the intern. Information may be reported concerning the intern's ability to provide adequate patient care, communicate appropriately with other members of the health care team, provide accurate and appropriate documentation, make timely decisions, use good judgment, utilize knowledge obtained from the protocols, and demonstrate a professional attitude. This information may be obtained through testing, ride-out evaluations, continuing medical education sessions, on-scene evaluations, or other methods of instruction and evaluation. This information will be used by the EMS Medical Director, in conjunction with any other sources of relevant information, to determine whether or not the intern is successfully becoming integrated into the Department's EMS system. Also, at any time the training program is deemed non-productive, the EMS Medical Director and the EMS Battalion Chief should be notified immediately to address the issue of concern.

### **Evaluation by EMS Medical Director**

The EMS Medical Director will utilize the information provided by the paramedic trainer, the EMS Section, the EMS Support Specialist from Medical Center of Plano, the nurses and physicians at the emergency departments, as well as information directly obtained through his own contact with the intern in the field, classroom, and emergency department to determine whether or not the intern is successfully completing his/her paramedic internship and whether or not this individual is capable and ready to provide emergency care to the general public of Plano, Texas, without the presence of the paramedic trainer. The EMS Medical Director may determine that the intern has successfully completed his/her paramedic internship or that the intern is not capable of providing the expected and required level of medical care to the general public.

This recommendation, along with the basis for such recommendation, will then be forwarded to the Department's Fire Chief for his action.

As with any issue concerning the quality and nature of emergency medical care delivered to the general public, the EMS Medical Director may disallow any paramedic from functioning as such at any point in time, should the EMS Medical Director have reason to believe that the individual cannot or will not deliver the quality of medical care to the public that is both necessary and expected to maintain the well being of the patient.

## **VI. Medical Center of Plano EMS**

### **PFD Paramedic Internship Program**

#### **General Guidelines (FAQs)**

##### **A. WHAT IS THE PFD/MCP PARAMEDIC INTERNSHIP ALL ABOUT?**

The MCP/PFD paramedic internship has been designed to give you the opportunity to learn the workings of the PFD EMS system and further your EMS skills and knowledge. The paramedic internship is divided into four (4) phases:

1. Phase I: Paramedic Internship Study Guide, EKG/Protocol Familiarization, Initial Knowledge Exam and Assessment Center
2. Phase II: System Orientation, Engine Rotation
3. Phase III: Ambulance Rotation
4. Phase IV: Final Field Evaluation and Tests, Megacode.

##### **B. PHASE I: BEGINNING MY PARAMEDIC INTERNSHIP**

Newly hired paramedic/firefighters will be assigned to an internship when the Fire Chief and EMS Medical Director determine that there is a need for additional paramedics; however, this will not occur before the employee has completed his/her basic orientation checklist. Once the employee receives approval to begin his/her internship, he/she may download and begin working on the Internship Study Guide (ISG). The ISG is a three-part packet of questions designed to enhance your understanding of the protocols, various diseases, and common medications.

Complete the ISG using the Plano EMS Treatment Protocols and other medical reference materials located in the fire station library. You may also consult other sources away from the station such as the internet or your own personal reference materials, etc. You are not required to purchase any reference materials for this project.

An electronic copy of the ISG is in a folder labeled "Internship Study Guide" located in the "Stations" folder on the shared drive. The intern should save a copy of the electronic ISG and type the answers directly on this copy. The computer version also allows you to edit and correct your answers more easily. The ISG must be typed and also formatted to show each question followed by the answer.

When you complete your ISG, 1) have your Paramedic Trainer review the document and provide you with constructive feedback, 2) take your trainer's feedback and make any necessary edits to the document and, 3) send the ISG to the EMS Staff at MCP via E-mail attachment for their review and feedback. The MCP EMS Staff will carefully review the ISG and if any answers are incorrect, incomplete, or need clarification, they will return it to you for corrections and/or revisions.

Also in Phase I of your paramedic internship is the initial knowledge assessment. This consists of a basic protocol exam and EKG test. When you feel you are ready, contact the EMS Staff at MCP to schedule these exams. The passing score for each test is 75% or more. If you score 90% or more on a particular exam, you will not have to repeat that test again at the end of your paramedic internship. Completing the ISG and testing over the protocols/EKGs before starting the rotations will give you a knowledge base to work from and allow you to focus more on patient care. This also aids you in completing the required benchmarks of each rotation.

During Phase I, you may also receive instruction by a Safety Pad Specialist on the operation of the Safety Pad patient reporting system. If the Paramedic Trainer decides this will benefit your understanding of the patient documentation process, your training will consist of one (1) eight-hour day with the Specialist, during which you will be assigned to the medic unit to observe patient documentation using the Safety Pad system and then completing the Safety Pad Objectives Check List.

Once you have completed the Safety Pad objectives, successfully completed your ISG, and successfully passed the protocol and EKG tests, you may move on to Phase II of your paramedic internship, the Engine Rotation.

**BEFORE BEGINNING PHASE II, HOWEVER, YOU MUST PROVIDE EVIDENCE TO THE EMS BATTALION CHIEF THAT YOU ARE OFFICIALLY CERTIFIED BY THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES AS A PARAMEDIC.**

**C. PHASE II: THE ENGINE ROTATION**

The engine rotation is designed to orient you to the overall EMS system before moving on to the ambulance portion. Your patient assessment skills will be evaluated as you assume the role of a first-responding paramedic.

You will perform at least ten (10) complete patient assessments in the presence of your paramedic trainer. You will be evaluated on all of these assessments.

You will also complete certain benchmarks such as daily equipment checks, documentation, etc.

**D. PHASE III: THE AMBULANCE ROTATION**

The ambulance rotation will be your opportunity to put it all together and operate as a PFD paramedic under the supervision of your paramedic trainer.

The EMS Medical Director and EMS Staff will conduct an evaluation during the ambulance rotation to assess the progress of the internship. The purpose of the evaluation is to identify and correct any issues or problems which would prevent the paramedic intern from successfully completing the internship.

The ambulance portion of your paramedic internship requires at least 40 patient transports. These transports will include at least four (4) Priority 1 patients and ten (10) Priority 2 patients. There are also benchmarks to be completed such as unit checks, radio reports, scenarios, and completion of advanced life support skills evaluation by the paramedic trainer.

The MCP EMS Staff will complete a mid-term and final evaluation during the ambulance rotation. You and your trainer need to communicate with the MCP EMS Staff in a timely manner to schedule the midterm and final evaluation / ride-outs. This would be an excellent time for you to schedule a practice Megacode with the MCP EMS Staff in preparation for the Megacode with the EMS Medical Director.

**E. PHASE IV: FINAL EVALUATIONS**

Phase IV is the last portion of your paramedic internship and includes a final field evaluation, final written testing, and a Megacode.

When you have completed the required components of the ambulance rotation and both you and your paramedic trainer are comfortable in your abilities, you will be evaluated by a member of the MCP EMS Staff. It will require a minimum of five (5) calls, three (3) of which are transports.

Final written tests may or may not be required at this point. If you scored 90% or greater on a test during the initial phase of your paramedic internship, you are not required to take it again. If you scored below 90% you will need to contact the EMS office at MCP to schedule a time to retake these test(s).

**ALL REQUIRED TESTS AND EVALUATIONS MUST BE COMPLETED PRIOR TO YOUR MEGACODE.**

The Megacode is a hands-on interactive evaluation of your knowledge and skills. It starts with a scenario and includes a mannequin that you can shock and intubate. You will

have a “partner” during the Megacode that you can direct to perform certain tasks such as the IV, BVM, and/or CPR. The Medical Director, MCP/PFD EMS Staff, and your paramedic trainer will be present during the Megacode to evaluate your performance and can function as your “partner” if needed.

**F. WHAT IF I'M WORKING WHEN MY PARAMEDIC TRAINER IS OFF?**

If you are on an apparatus without your paramedic trainer, you must act in the capacity of EMT-Basic.

In addition, should your paramedic trainer become preoccupied with driver and/or officer responsibilities on a call and is unable to directly monitor you, you must operate at the EMT-Basic level during that time.

You may not sub or stand-in for another paramedic during your paramedic internship.

**G. DO YOU HAVE ANY SUGGESTIONS FOR COMPLETING MY PARAMEDIC INTERNSHIP?**

You and your paramedic trainer should establish a regular schedule of studying protocols, “Monitor” follow-ups, reference texts, and reviewing patient reports. During these study sessions, you should discuss and analyze the runs you have made together and determine what went well and what could be improved, focusing in particular on the applicable treatment protocol(s) and how well the case was documented on the patient report. Additionally, listen to and discuss radio reports given by other paramedics to help develop radio communication skills.

When and wherever possible, your paramedic trainer will allow you to perform the initial history and assessment of the patient, as well as determine which treatment protocols are appropriate for the patient's condition. It may be necessary for your paramedic trainer to repeat certain aspects of the physical exam (i.e., breath sounds) so that physical findings can be discussed when necessary.

Under ideal circumstances, you should assess, initiate treatment, and function as team leader - making most (if not all) of the treatment decisions. Your paramedic trainer will supervise you, intervening only when necessary so that no standard of care is ever compromised. It is better if admonitions, corrections, and constructive criticisms are made in private and not in front of the patient or the family. At times, it may be necessary and desirable for your paramedic trainer to teach by example. Remember that the emphasis of this paramedic internship is to further evaluate, educate, and improve your clinical assessments and decision-making skills.

**H. WHO ELSE MIGHT BE EVALUATING ME IN THE FIELD?**

EMS Support Specialist from MCP may schedule ride-outs at various times during your paramedic internship. These staff personnel are available as additional resources for information. Other paramedic trainers and seasoned paramedics in this system should also be used when questions arise.

**I. WILL I DO AN EVALUATION OF MY PARAMEDIC INTERNSHIP AND PARAMEDIC TRAINER?**

You will have two opportunities to formally evaluate your internship and paramedic trainer. The first evaluation will be due at the end of Phase I, serving as an opportunity to address any problems or concerns you may have. The second evaluation will be due at the end of the internship and will give you an opportunity to evaluate the over-all internship program.

**J. HOW WILL I KNOW IF I HAVE SUCCESSFULLY COMPLETED MY PARAMEDIC INTERNSHIP?**

At the end of the internship, all of the benchmarks will be evaluated and it will be determined if you are to be authorized as an EMT-Paramedic or remain an EMT-Basic. The EMS Medical Director will then make the final recommendation in writing to the Fire Chief.

**K. WHAT IS THE MAXIMUM LENGTH A PARAMEDIC INTERNSHIP WILL BE ALLOWED TO TAKE?**

You are expected to successfully complete the internship in twenty (20) working shifts or less. Because the internship is call-dependant, extenuating circumstances will be taken into account, but a maximum of thirty (30) working shifts is allowed.

Interns will be assigned to Stations 1, 2, 3, 5, or 6 to promote an active EMS experience.

**L. WHO SHOULD I CONTACT?**

**Marty Wade** - PFD EMS Battalion Chief  
Off: (972) 941-5375  
Cell: (214) 208-0411  
[martinw@plano.gov](mailto:martinw@plano.gov)

**Mark Gamber, DO, MPH**

EMS Medical Director  
Cell: (972) 345-7703  
[markg@plano.gov](mailto:markg@plano.gov)

**Wendy Lowe - MCP EMS Coordinator**

Medical Center of Plano  
3901 W. 15th Street  
Plano, TX 75075  
Off: (972) 519-1581  
[Wendy.Lowe@hcahealthcare.com](mailto:Wendy.Lowe@hcahealthcare.com)

**Lisa\_Smith – MCP EMS Educator**

Medical Center of Plano  
3901 W. 15<sup>th</sup> Street  
Plano, TX 75075  
Off: (972) 519-1581  
[Lisa.Smith1@hcahealthcare.com](mailto:Lisa.Smith1@hcahealthcare.com)

**Exhibit B**

**INSURANCE REQUIREMENTS**

1.0 General Provisions

- 1.1 Murphy shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, Plano shall not be deemed or construed to have assessed the risk that may or may not be applicable to Murphy. Murphy shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Murphy is not relieved of any liability or other obligation assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. 1.
- 1.2 The City of Murphy agrees that the insurance requirements specified in this section do not reduce the liability it has assumed in any indemnification/hold harmless section of this Agreement.
- 1.3 Insurance coverage required by this section shall be with an insurer possessing an A – VII. A. M. Best Rating.
- 1.4 Insurance coverage and limits required herein can be in any combination of insurance, self-insured retention, self funding, underlying policies, excess coverage or risk pooling.

2.0 Minimum Insurance Coverage & Limits

**2.1 Commercial General Liability.** Murphy shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement).

2.1.2 Murphy shall cause its insurer to affect a waiver of subrogation in favor of Plano.

2.1.3 Limits of Insurance

- 2.1.3.1 \$1,000,000 Per Occurrence
- 2.1.3.3 \$2,000,000 General Aggregate

2.2 **Workers' Compensation & Employer Liability.** Murphy shall maintain workers' compensation insurance in amounts required by appropriate state statute. The employers liability limit and, if necessary, commercial umbrella coverage shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.2.1 Murphy waives all rights against Plano, its City Council and its members, agents, officers, directors, volunteers and employees for recovery of damages under Murphy's workers' compensation and employers liability or commercial umbrella liability insurance. Murphy must cause a **waiver of subrogation** to be effected under its workers' compensation coverage using **Endorsement WC 00 03 13**.

2.3. Emergency Medical Services Professional Liability (EMT and Paramedics).

2.3.1 \$1,000,000 each professional incident

2.3.2 \$1,000,000 aggregate

### 3.0 Evidence of Insurance

3.1 Prior to commencement of activities contemplated by this **Agreement**, and thereafter upon renewal or replacement of coverage required by this section, Murphy shall furnish Plano a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. **Murphy shall furnish copies of all endorsement to insurance policies as required by each section herein to Plano.**

3.2 Failure of Plano to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of Plano to identify a deficiency from evidence that is provided shall not be construed as a waiver of Murphy's obligation to maintain such insurance.

3.3 Murphy shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of activities contemplated by this Agreement. The COI shall:

3.3.1 List each insurers' NAIC Number or FEIN

3.3.2 List **agreement project name**/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed

3.5.3 Specifically list reference to all endorsements required herein

3.5.4 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation to certificate

3.5.5 List City of Plano, Risk Management Division, 7501 - A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section

**Issue**

Consider and/ or act upon approval of a resolution authorizing the acceptance of the Safe Route to Schools grant awards and contracts.

**Background**

In November 2009, the City Council applied for two (2) Safe Routes to School (SRTS) grant projects. Safe Routes to School project grant funding was announced in July 2010 for 1) enhanced crosswalks and traffic calming at Murphy Middle School and North Murphy Road (100% federal funding of \$504,013/City share \$0) and for 2) miscellaneous sidewalk and crosswalk connections to Murphy Middle School and the three elementary schools (federal funding of \$527,883/City Share \$23,095). Texas Department of Transportation (TXDOT) has prepared the grant contracts for review and consideration. Once the contracts are executed by all parties, the City staff will work with the Collin County District TXDOT office to implement the projects, current projected funding is scheduled for summer 2012.

**Financial Considerations**

These SRTS projects are projected to be 100% funded from the Federal Highway Administration through the Texas Department of Transportation. In the grant application, a construction contingency was projected for the miscellaneous sidewalk and crosswalk project, stating that the City would fund at a maximum of \$23,095, if needed. City funding for these projects would be included in the 2008 Bond project funds.

**Staff Recommendation**

Staff recommends approval of resolution.

**Attachments**

- 1) Resolution and Contracts

Kim Lenoir, Director of Parks and Public Works  
**Submitted By**

James Fisher, City Manager  
**Approved by**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE TWO SAFE ROUTES TO SCHOOLS (SRTS) GRANT CONTRACTS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the City Council finds it in the best interest of the citizens of Murphy to construct bicycle and pedestrian modes of transportation; and

**WHEREAS**, the City Council agrees that it is in the best interest of the citizens of Murphy to accept the Safe Routes to School project grant funding for 1) enhanced crosswalks and traffic calming at Murphy Middle School and North Murphy Road (100% federal funding of \$504,013/City share \$0) and the for 2) miscellaneous sidewalk and crosswalk connections to Murphy Middle School and the three elementary schools (federal funding of \$527,883/City Share \$23,095); and

**WHEREAS**, the City Council applied for and received award of these projects; and

**WHEREAS**, the City Council designates the City Manager the authorized official. The authorized official is given the power to execute these two SRTS project contracts on behalf of the City of Murphy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

**SECTION 1.** That the City Council hereby accepts the Safe Routes to School Project grant awards and authorizes the City Manager to execute the Local Transportation Project Advance Funding Agreements (LPAFA), attached hereto as *Exhibit A and B*.

**DULY RESOLVED** by the City Council of the City of Murphy, Collin County, Texas, on this the 4th day of October, 2011.

**APPROVED:**

\_\_\_\_\_  
**Bret M. Baldwin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Aimee Nemer, City Secretary**

*Exhibit A*

CSJ # 0918-24-179  
District # 18-Dallas  
Code Chart 64 #29400

**Project:** Sidewalks and Crosswalks at Murphy Middle School, Hunt Elementary School, Boggess Elementary School, Tibbals Elementary School in Collin County  
**Federal Highway Administration**  
CFDA #20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
FOR A SAFE ROUTES TO SCHOOL PROJECT  
(OFF-SYSTEM)**

**This Local Project Advance Funding Agreement for a safe routes to school project (LPAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Murphy, acting by and through its duly authorized officials, hereinafter called the "Local Government"

**WITNESSETH**

**WHEREAS**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project which is briefly described as the construction of sidewalks and installation of crosswalks in the vicinity of Murphy Middle School, Hunt Elementary School, Boggess Elementary School, and Tibbals Elementary School in the City of Murphy hereinafter called the Project; and

**WHEREAS**, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

**WHEREAS**, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

**WHEREAS**, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

**WHEREAS**, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

**WHEREAS**, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

**WHEREAS**, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated \_\_\_\_\_, which is attached hereto and made a part hereof as Attachment A;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### **AGREEMENT**

1. The period of this LPAFA is as stated in the Master Agreement without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:
  - A. The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this agreement. If the potential termination of the agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
  - B. If the Local Government withdraws from the Project after the agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
  - C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
    - i. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
    - ii. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
    - iii. The Local Government withdraws from participation in the Project.
    - iv. The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.
    - v. The State determines that federal funding may be lost due to the Project not being implemented and completed.
3. Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. **Scope of Work.** The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the construction of sidewalks and installation of crosswalks in the vicinity of Murphy Middle School, Hunt Elementary School, Boggess Elementary School and Tibbals Elementary School in the City of Murphy.
5. **Right of Way and Real Property Acquisition** shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:
  - A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
  - B. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.
  - C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
  - D. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
  - E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.

- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.
6. The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.
7. Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State.
8. Certification. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.
9. Engineering services will be provided by the **Local Government**. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.
- A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the Roadway Design Manual, the Pavement Design Manual, the Hydraulic Design Manual, the Texas Manual on Uniform

Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS).

All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of AASHTO Policy on Geometric Design of the Highways and Streets, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). All bicycle path and bicycle lane designs must comply with the latest version of the AASHTO Guide for the Development of Bicycle Facilities, the Texas Manual on Uniform Traffic Control Devices, the Hydraulic Design Manual, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
  - C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.
10. **Construction.** Construction will be carried out as stated in the Master Agreement. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.
11. **Project Maintenance.** Upon completion of the Project the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this agreement.

12. Local Project Sources and Uses of Funds

A. Project Cost Estimate: A Project Cost Estimate and Payment Schedule is provided in Attachment C, showing the total estimated development cost of the Project.

This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- B. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amounts to be contributed to the Project by federal and local sources.
- C. If the project is not on the State Highway, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- D. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the project development cost. Federal funds will be reimbursed on a cost basis. Project cost incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- E. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas

- Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- G. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
  - H. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
  - I. The State will not pay interest on any funds provided by the Local Government.
  - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or any other locally proposed changes, including, but not limited to plats or replats, result in increased costs, then, any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing such right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to relocation, removal, or adjustment of eligible utilities.
  - L. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - M. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
  - N. Whenever American Recovery and Reinvestment Act of 2009 ARRA funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

CSJ # 0918-24-179  
District # 18-Dallas  
Code Chart 64 #29400

**Project:** Sidewalks and Crosswalks at Murphy Middle School, Hunt Elementary School, Boggess Elementary School, Tibbals Elementary School in Collin County  
**Federal Highway Administration**  
CFDA #20.205

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

- N. Whenever funds from the American Recovery and Reinvestment Act of 2009 (ARRA) are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as

required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- 13. **Lobbying Certification.** The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.
- 14. **Document and Information Exchange.** The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
- 15. **Incorporation.** The Master Agreement is incorporated into this agreement as if fully set forth herein.
- 16. **Insurance.** If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.
- 17. **Debarment Certification.** The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.
- 18. **Signatory Warranty.** The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

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**Project:** Sidewalks and Crosswalks at Murphy Middle School, Hunt Elementary School, Boggess Elementary School, Tibbals Elementary School in Collin County  
**Federal Highway Administration**  
CFDA #20.205

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE STATE OF TEXAS**

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

By: \_\_\_\_\_  
Carol T. Rawson, P.E., Director  
Traffic Operations Division

Date: \_\_\_\_\_

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**Project:** Sidewalks and Crosswalks at Murphy Middle School, Hunt Elementary School, Boggess Elementary School, Tibbals Elementary School in Collin County  
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**ATTACHMENT C**  
**PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

<b>Description</b>	<b>Total Estimate Cost</b>	<b>Federal Participation</b>	<b>Local Participation</b>
Preliminary Engineering (PS&E Development)	35,464	35,464	0
Environmental documents -TxDOT	0	0	0
Right of Way (ROW)	0	0	0
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	443,301	443,301	0
<b>SUBTOTAL</b>	<b>478,765</b>	<b>478,765</b>	<b>0</b>
Direct State Costs (including plan review, inspection and oversight) estimated (1%)	4,788	4,788	0
Construction Contingencies	44,330	21,235	23,095
<b>TOTAL</b>	<b>527,883</b>	<b>504,788</b>	<b>23,095</b>

**Total participation required from the Local Government = \$23,095**

*Exhibit B*

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
FOR A SAFE ROUTES TO SCHOOL PROJECT  
(OFF-SYSTEM)**

**This Local Project Advance Funding Agreement for a safe routes to school project (LPAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Murphy, acting by and through its duly authorized officials, hereinafter called the "Local Government"

**WITNESSETH**

**WHEREAS**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project which is briefly described as the redesign and construction of crosswalks and traffic calming devices and sidewalks in the vicinity of Murphy Middle School in the City of Murphy hereinafter called the Project; and

**WHEREAS**, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

**WHEREAS**, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

**WHEREAS**, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

**WHEREAS**, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

**WHEREAS**, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

**WHEREAS**, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated \_\_\_\_\_, which is attached hereto and made a part hereof as Attachment A;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### **AGREEMENT**

1. The period of this LPAFA is as stated in the Master Agreement without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:
  - A. The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this agreement. If the potential termination of the agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
  - B. If the Local Government withdraws from the Project after the agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
  - C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
    - i. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
    - ii. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
    - iii. The Local Government withdraws from participation in the Project.
    - iv. The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.
    - v. The State determines that federal funding may be lost due to the Project not being implemented and completed.
3. Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. **Scope of Work.** The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the **redesign and construction of crosswalks and traffic calming devices and sidewalks in the vicinity of Murphy Middle School in the City of Murphy.**
5. **Right of Way and Real Property Acquisition** shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:
  - A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
  - B. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.
  - C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
  - D. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
  - E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
  - F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of

the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.
6. The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.
  7. Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State.
  8. Certification. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.
  9. Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.
    - A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the Roadway Design Manual, the Pavement Design Manual, the Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS).

All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of AASHTO Policy on Geometric Design of the Highways and Streets, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). All bicycle path and bicycle lane designs must comply with the latest version of the AASHTO Guide for the Development of Bicycle Facilities, the Texas Manual on Uniform Traffic Control Devices, the Hydraulic Design Manual, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.
10. **Construction.** Construction will be carried out as stated in the Master Agreement. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.
11. **Project Maintenance.** Upon completion of the Project the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this agreement.
12. **Local Project Sources and Uses of Funds**
- A. **Project Cost Estimate:** A Project Cost Estimate and Payment Schedule is provided in Attachment C, showing the total estimated development cost of the Project.

This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- B. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amounts to be contributed to the Project by federal and local sources.
- C. If the project is not on the State Highway, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- D. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the project development cost. Federal funds will be reimbursed on a cost basis. Project cost incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- E. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.

- G. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- H. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- I. The State will not pay interest on any funds provided by the Local Government.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or any other locally proposed changes, including, but not limited to plats or replats, result in increased costs, then, any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing such right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to relocation, removal, or adjustment of eligible utilities.
- L. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- M. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- N. Whenever American Recovery and Reinvestment Act of 2009 ARRA funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and

- b.** interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a.** to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b.** to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

- N.** Whenever funds from the American Recovery and Reinvestment Act of 2009 (ARRA) are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
13. **Lobbying Certification.** The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.
14. **Document and Information Exchange.** The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
15. **Incorporation.** The Master Agreement is incorporated into this agreement as if fully set forth herein.
16. **Insurance.** If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.
17. **Debarment Certification.** The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.
18. **Signatory Warranty.** The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

CSJ # 0918-24-177  
District # 18-Dallas  
Code Chart 64 #29400  
**Project:** Enhanced Crosswalks, Traffic Calming at  
Murphy Middle School in Collin County  
Federal Highway Administration  
CFDA #20.205

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE STATE OF TEXAS**

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

By: \_\_\_\_\_  
Carol T. Rawson, P.E., Director  
Traffic Operations Division

Date: \_\_\_\_\_

CSJ # 0918-24-177

District # 18-Dallas

Code Chart 64 #29400

**Project:** Enhanced Crosswalks, Traffic Calming at  
Murphy Middle School in Collin County

Federal Highway Administration

CFDA #20.205

**ATTACHMENT C  
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

<b>Description</b>	<b>Total Estimate Cost</b>	<b>Federal Participation</b>	<b>Local Participation</b>
Preliminary Engineering (PS&E Development)	<b>32,496</b>	<b>32,496</b>	<b>0</b>
Environmental documents -TxDOT	<b>0</b>	<b>0</b>	<b>0</b>
Right of Way (ROW)	<b>0</b>	<b>0</b>	<b>0</b>
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	<b>406,200</b>	<b>406,200</b>	<b>0</b>
<b>SUBTOTAL</b>	<b>438,696</b>	<b>438,696</b>	<b>0</b>
Direct State Costs (including plan review, inspection and oversight) estimated (1%)	<b>4,387</b>	<b>4,387</b>	<b>0</b>
Construction Contingencies	<b>60,930</b>	<b>60,930</b>	<b>0</b>
<b>TOTAL</b>	<b>504,013</b>	<b>504,013</b>	<b>0</b>

**Total participation required from the Local Government = \$0**

**Issue**

Hold a public hearing and consider and/or act upon approval of an ordinance amending an existing PD (Planned Development) District (No. 03-10-590) for Single Family Uses regarding accessory building requirements (75% masonry) located in The Gables at North Hill, Phases 1-3 subdivisions and The Ranch at North Hill, Phases 3-8 subdivisions. (Zoning File 2011-04)

**Background**

On October 20, 2003 the City Council adopted Ordinance No. 03-10-590 creating a Planned Development District for Single Family Uses with conditions, also known as The Ranch and Gables PD. This PD governs Phases 3-8 of The Ranch at North Hill and all phases of The Gables at North Hill subdivisions. Section V(C) states all single-family homes exterior shall have a minimum of 75% masonry (brick and stone) construction. It also states that this masonry (brick and stone) requirement shall include accessory buildings and/or detached garages. Concerns have been raised by residents of The Ranch and Gables subdivisions about this requirement. At the September 6, 2011 City Council meeting, Council directed staff to initiate public hearings to consider eliminating the requirement for 75% masonry accessory buildings and/or detached garages in the subdivisions governed by The Ranch and Gables PD.

On September 26, 2011, the Planning & Zoning Commission held a public hearing. Five individuals spoke in favor of the amendment. There was no opposition at the public hearing. The Planning & Zoning Commission voted to approve the amendment by a vote of 7-0.

**Considerations**

If this requirement were to be deleted from the existing PD (Planned Development) District (No. 03-10-590) for Single Family Uses, homeowners wishing to construct accessory buildings and/or detached garages in The Gables at North Hill, Phases 1-3 subdivisions and The Ranch at North Hill, Phases 3-8 subdivisions would still be subject to the standard City regulations related to such construction. The City standard for accessory building masonry requirements is no less than 75% and is defined in Sec. 28-132. Minimum exterior construction standards. However, an accessory building in a single family district that has equal to or less than 120 square feet of floor area are exempt from this requirement.

Homeowner responses, both for and against this amendment, have been included for review. As of Monday, September 26, 2011, 27 responses were in favor, 5 responses were opposed, 1 undecided.

**Staff Recommendation**

Staff recommends amending the Planned Development District. The accessory building masonry requirement in the Planned Development District is not consistent with citywide standards.

This amendment can be made by deleting a sentence in Section V (C). The section currently reads 1. All single-family homes exterior shall be of fire-resistant construction and shall have a minimum of 75% masonry (brick and stone) construction for the entire house, except for windows and doors. This masonry (brick and stone) requirement shall include accessory buildings and/or detached garages. It is recommended to delete the sentence: This masonry (brick and stone) requirement shall include accessory buildings and/or detached garages.

**Attachments**

- 1) Ordinance
- 2) Exhibit A – Legal Description
- 3) Exhibit B – Amended Planned Development Conditions
- 4) Location Map
- 5) Ordinance No. 03-10-590
- 6) Resident responses

Kristen Roberts, Dir. of Economic/Community Dev.  
**Submitted By**

James Fisher, City Manager  
**City Manager Approval**

**ORDINANCE \_\_-\_\_-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE AND MAP, CHAPTER 86 OF THE CITY OF MURPHY CODE OF ORDINANCES BY AMENDING AN EXISTING PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY USES ON A 286.5 ACRE TRACT OF LAND SITUATED IN THE C.A. MCMILLAN SURVEY, ABSTRACT NO. 588, LOCATED IN THE CITY OF MURPHY, COLLIN COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES, APPROVING PLANNED DEVELOPMENT STANDARDS HERETO AS EXHIBIT "B"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Murphy and the City Council of the City of Murphy, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Murphy is of the opinion and finds that said changes should be granted and that the Comprehensive Zoning Ordinance should be amended;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AS FOLLOWS:**

**Section 1.** That the Comprehensive Zoning Ordinance and Map of the City of Murphy, Texas, be, and the same are hereby, amended so as to amend a Planned Development District for Single Family Uses for the property described as a 286.5 acre tract of land situated in the C.A. McMillan Survey, Abstract No. 588, in the City of Murphy, Collin County, Texas, and more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes.

**Section 2.** That the development standards for this Planned Development District are attached hereto as Exhibit "B", and the same are hereby approved for said Planned Development District as required by Section 86-603, of the City of Murphy, Texas Code of Ordinances.

**Section 3.** That Chapter 86 of the City of Murphy Code of Ordinances, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**Section 4.** If any word, section, article, phrase, paragraph, sentence, clause or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of the Comprehensive Zoning Ordinance, Chapter 86 of the City of Murphy Code of Ordinances, and the remaining portions shall remain in full force and effect.

**Section 5.** Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the City of Murphy, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**Section 6.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED, APPROVED AND ADOPTED** this the 4th day of October 2011.

---

Bret M. Baldwin, Mayor  
City of Murphy

ATTEST:

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Aimee Nemer, City Secretary  
City of Murphy

## EXHIBIT "A"

### PROPERTY DESCRIPTION

STATE OF TEXAS  
COUNTY OF COLLIN

BEING a tract of land situated in the C.A. McMillan Survey, Abstract No. 558, Collin County, Texas and being all of a tract of land as described in a deed to LUMBERMEN'S INVESTMENT CORPORATION as recorded in Volume 5012, Page 2550 Deed Records of Collin County, Texas (DRCCT) and all of a tract of land as described in a deed to LUMBERMEN'S INVESTMENT CORPORATION as recorded in Volume 4868, Page 5731 (DRCCT) and all of a tract of land as described in a deed to D.R. HORTON-TEXAS LTD. As recorded in Volume 4799, Page 2252 (DRCCT) and all of a tract of land as described in a deed to D.R. HORTON-TEXAS LTD. As recorded in Volume 4658, Page 1236 (DRCCT) and all of a tract of land as described in a deed to D.R. HORTON-TEXAS LTD. being Lot 1 thru 7, Block A, Lot 1 thru 7, Block B, Lot 1 thru 14, Block C, Lot 1 thru 4, Block D as recorded in Cabinet N, Page 761 Plat Records of Collin County (PRCCT) and being more particularly described as follows:

COMMENCING at a ½ inch iron rod set for the intersection of the centerline of McCreary Road and the centerline of McMillen Road, said iron rod being the most southeasterly corner of a tract of land as described in a deed to S.A.A.M. TRUST as recorded in Volume 4536, Page 2324(DRCCT);

THENCE along the centerline of McCreary Road as follows:

North 01°46'33" East a distance of 1090.14 feet to a 5/8 inch iron rod found for corner;

North 00°53'55" East a distance of 144.35 feet to a ½ inch iron rod set for the POINT OF BEGINNING;

THENCE departing the centerline of said McCreary Road North 89°06'05" West a distance of 471.62 feet to a point for corner;

THENCE South 00°54'47" East a distance of 386.40 feet to a point for corner in the centerline of BETSY LANE (a 110 foot right-of-way), said point being the beginning of a non-tangent curve to the right having a radius of 1500.00 feet, a chord bearing North 71°06'05" West and a chord distance of 304.96 feet;

THENCE along said non-tangent curve to the right thru a central angle of 11°40'08" for an arc length of 305.49 feet to a point for the beginning of a curve to the left having a radius of 1500.00 feet, a chord bearing North 77°35'34" West and a chord distance of 640.41 feet;

THENCE along said curve to the left thru a central angle of 24°39'06" for an arc length of 645.38 feet to a point for corner;

THENCE North 89°55'07" West a distance of 735.45 feet to a point for the beginning of a curve to the left having a radius of 1500.00 feet, a chord bearing South 81°12'35" West and a chord distance of 462.67 feet;

THENCE along said curve to the left thru a central angle of 17°44'36" for an arc length of 464.52 feet to a point for the beginning of a curve to the right having a radius of 1500.00 feet, a chord bearing South 73°31'20" West and a chord distance of 61.99 feet;

THENCE along said curve to the right thru a central angle of 2°22'05" for an arc length of 62.00 feet to a point for corner;

THENCE South 1°23'36" East a distance of 105.88 feet to a point for corner;

THENCE South 89°44'32" West a distance of 2119.05 feet to a point for corner;

Departing said BETSY LANE as follows:

North 9°14'33" West a distance of 230.88 feet to a point for corner;  
North 84°53'17" West a distance of 313.23 feet to a point for corner;  
South 87°40'55" West a distance of 105.12 feet to a point for corner;  
South 81°05'37" West a distance of 92.02 feet to a point for corner;  
North 1°14'33" East a distance of 804.11 feet to a point for corner;  
North 78°31'34" East a distance of 215.75 feet to a point for corner;  
North 45°33'40" East a distance of 152.59 feet to a point for corner;  
North 4°56'55" East a distance of 270.75 feet to a point for corner;  
North 87°36'41" West a distance of 29.97 feet to a point for corner;  
North 35°47'08" East a distance of 129.99 feet to a point for corner;  
North 17°30'41" East a distance of 35.18 feet to a point for corner;  
North 0°32'56" East a distance of 98.76 feet to a point for corner;  
North 29°24'50" West a distance of 45.19 feet to a point for corner;  
South 89°57'37" East a distance of 187.20 feet to a point for corner;  
North 0°22'06" West a distance of 463.24 feet to a point for corner;  
North 1°23'04" West a distance of 435.89 feet to point for corner, said corner being in the centerline of McWHIRTER ROAD (a 60 foot right-of-way);

THENCE South 89°25'06" East a distance of 4759.83 feet to a point for corner;

THENCE South 0°58'23" West a distance of 1291.10 feet to a point for corner;

THENCE South 0°53'55" West a distance of 953.62 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 286.486 acres or 12,479,331 square feet of land more or less. The bearings contained herein are based upon the boundary line agreement as recorded in Volume 1673, Page 260 (DRCCT).

## EXHIBIT B

### ZONING FILE NO. 2011-04

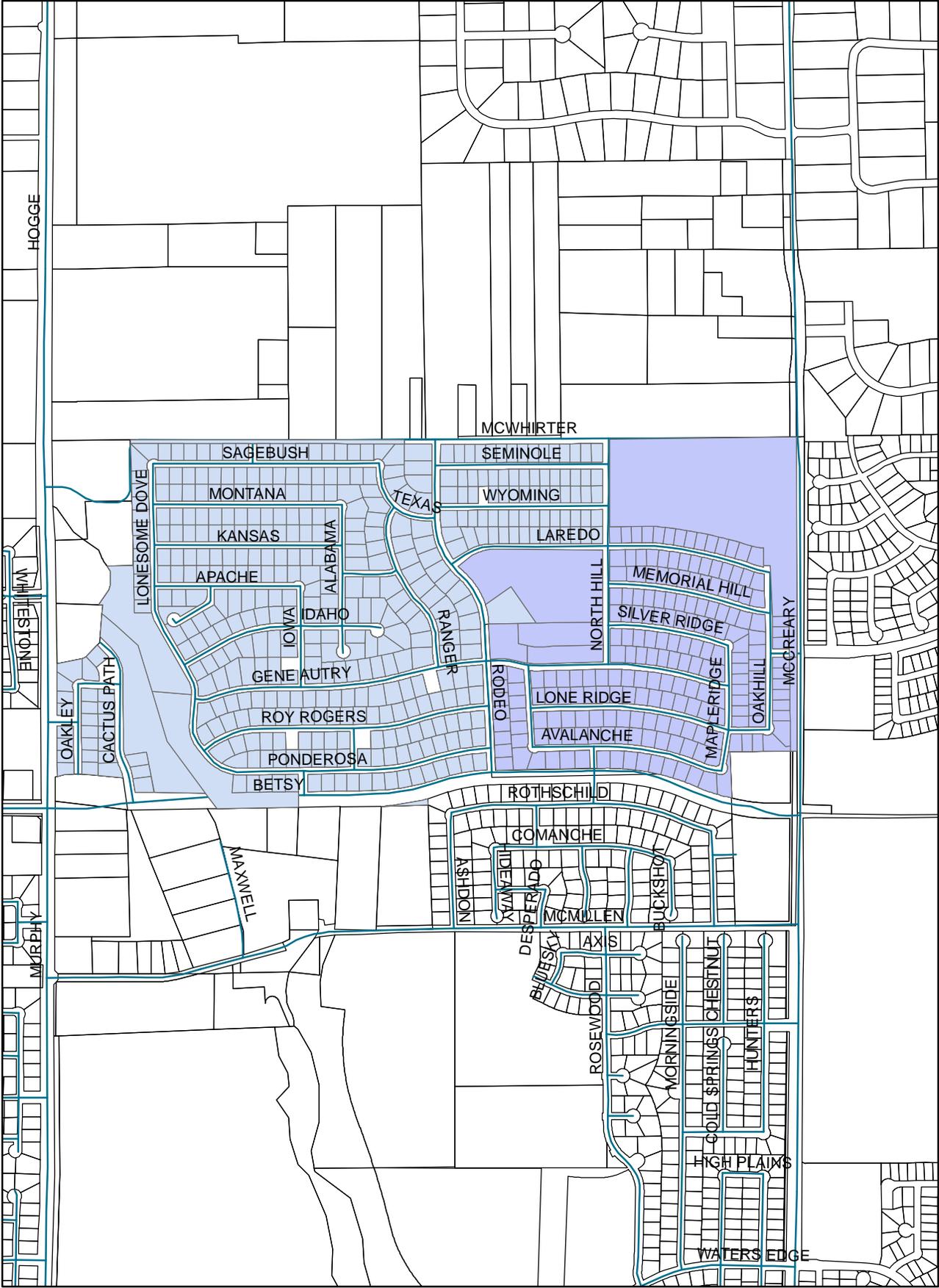
#### Betsy Lane

#### Between North Murphy Road and McCreary Road

### PLANNED DEVELOPMENT CONDITIONS

- I. **Statement of Intent:** The intent of this Planned Development District is to provide high quality residential development that is beneficial and complementary to the City of Murphy.
- II. **Statement of Purpose:** The purpose of this Planned Development District is to amend specific conditions as part of Ordinance No. 03-10-590 and be consistent with existing residential development.
- III. **Statement of Effect:** This Planned Development shall not affect any regulation found in the City of Murphy Code of Ordinances, Ordinance No. 06-12-708, as amended, except as specifically provided herein.
- IV. **General Regulations:** All regulations of PD (Planned Development) District No. 03-10-590 shall apply, except as otherwise specified in this ordinance.
- V. **Specific Regulations as noted in V. Development Regulations, C. Minimum exterior construction standards, no. 1 shall now read:**
  - V. Development Regulations:
    - C. Minimum exterior construction standards:
      1. All single family homes exterior shall be of fire-resistant construction, and shall have a minimum of 75% masonry (brick and stone) construction for the entire house, except for windows and doors.

# ZONING FILE 2011-04



**ORDINANCE 03-10-590**

**AN ORDINANCE OF THE CITY OF MURPHY, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE, ORDINANCE NO. 12 BY CHANGING THE ZONING CLASSIFICATION ON APPROXIMATELY 286.5 ACRES OUT OF THE C.A. MCMILLAN SURVEY, ABSTRACT NO. 588, TRACTS 33, 49, 46, 34, AND 50, LOCATED IN THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES, FROM ITS PRESENT SINGLE FAMILY 1, SINGLE FAMILY 2, AND PLANNED DEVELOPMENT-RESIDENTIAL DISTRICT TO A PLANNED DEVELOPMENT SINGLE FAMILY RESIDENTIAL; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Zoning Commission of the City of Murphy, Texas, and the Governing Body of the City of Murphy, in compliance with state law with reference to the Zoning Ordinance Regulations and Zoning Map, have given requisite notices by publication and otherwise and, after holding due hearings and affording a full and fair hearing to all the property owners generally and to the persons situated in the affected area and in the vicinity thereof; and

**WHEREAS**, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Murphy; and

**WHEREAS**, the Governing Body of the City of Murphy, after determining that all legal requirements of notice and hearing have been met, is of the opinion that the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals and general welfare of the City and, accordingly, finds that it is in the public interest to amend the zoning ordinance and the changes should be made as set forth herein.

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

**Section 1.** That all of the above premises are hereby found to be true and correct legislative findings of the City and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

**Section 2.** The Zoning Ordinance of the City of Murphy is hereby amended, insofar as the property described, by amending the Zoning Map and Plat of the City of Murphy to change the zoning classification of approximately 286.5 acres of land (as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference) which is presently zoned Single Family 1, Single Family 2, and Planned Development, to be zoned Planned Development – Single Family Residential District.

**Section 3.** A copy of the Planned Development requirements, the Gables and Ranch Planned Development, is attached hereto marked Exhibit “B” and incorporated herein by reference for all purposes.

**Section 4.** The Land Plan for the affected property is attached hereto marked Exhibit “C” and incorporated herein by reference for all purposes.

**Section 5.** The City Secretary is hereby directed to correct the Zoning Map of the City of Murphy to reflect the changes in zoning herein.

**Section 6.** In all other respects, the said property shall be subject to all applicable regulations contained in the Zoning Ordinance of the City of Murphy.

**Section 7. Penalty Clause.** Any person, firm or corporation violating any of the provisions of this Ordinance shall be subject to the same penalties provided for in §10.99 of the Code of Ordinances of the City of Murphy.

**Section 8. Severability Clause.** If any section, part of a section or provision of any section of this Ordinance shall be held to be void, ineffective, or unconstitutional by a court of competent jurisdiction, the holding of such section, part of a section, or provision of any section to be void, ineffective or unconstitutional for any cause whatsoever shall in no way affect the validity of the remaining sections and provisions of the Ordinance which shall remain in full force and effect.

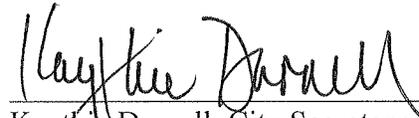
**Section 9. Effective Date.** This Ordinance shall become effective and be in full force and effect from and after the date of the passage in accordance with the provisions of State law.

**DULY PASSED AND APPROVED** BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS on this the 20th day of October 2003.

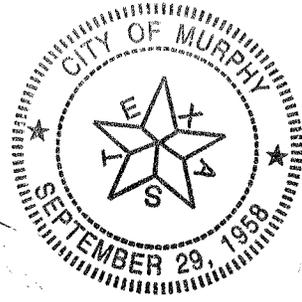


David Trudeau, Mayor  
City of Murphy

ATTEST:



Kaythe Darnell, City Secretary  
City of Murphy



APPROVED AS TO FORM AND LEGALITY:



Robert Brown, City Attorney

## EXHIBIT "A"

### PROPERTY DESCRIPTION

STATE OF TEXAS  
COUNTY OF COLLIN

BEING a tract of land situated in the C.A. McMillan Survey, Abstract No. 558, Collin County, Texas and being all of a tract of land as described in a deed to LUMBERMEN'S INVESTMENT CORPORATION as recorded in Volume 5012, Page 2550 Deed Records of Collin County, Texas (DRCCT) and all of a tract of land as described in a deed to LUMBERMEN'S INVESTMENT CORPORATION as recorded in Volume 4868, Page 5731 (DRCCT) and all of a tract of land as described in a deed to D.R. HORTON-TEXAS LTD. As recorded in Volume 4799, Page 2252 (DRCCT) and all of a tract of land as described in a deed to D.R. HORTON-TEXAS LTD. As recorded in Volume 4658, Page 1236 (DRCCT) and all of a tract of land as described in a deed to D.R. HORTON-TEXAS LTD. being Lot 1 thru 7, Block A, Lot 1 thru 7, Block B, Lot 1 thru 14, Block C, Lot 1 thru 4, Block D as recorded in Cabinet N, Page 761 Plat Records of Collin County (PRCCT) and being more particularly described as follows:

COMMENCING at a ½ inch iron rod set for the intersection of the centerline of McCreary Road and the centerline of McMillen Road, said iron rod being the most southeasterly corner of a tract of land as described in a deed to S.A.A.M. TRUST as recorded in Volume 4536, Page 2324(DRCCT);

THENCE along the centerline of McCreary Road as follows:

North 01°46'33" East a distance of 1090.14 feet to a 5/8 inch iron rod found for corner;

North 00°53'55" East a distance of 144.35 feet to a ½ inch iron rod set for the POINT OF BEGINNING;

THENCE departing the centerline of said McCreary Road North 89°06'05" West a distance of 471.62 feet to a point for corner;

THENCE South 00°54'47" East a distance of 386.40 feet to a point for corner in the centerline of BETSY LANE (a 110 foot right-of-way), said point being the beginning of a non-tangent curve to the right having a radius of 1500.00 feet, a chord bearing North 71°06'05" West and a chord distance of 304.96 feet;

THENCE along said non-tangent curve to the right thru a central angle of 11°40'08" for an arc length of 305.49 feet to a point for the beginning of a curve to the left having a radius of 1500.00 feet, a chord bearing North 77°35'34" West and a chord distance of 640.41 feet;

THENCE along said curve to the left thru a central angle of 24°39'06" for an arc length of 645.38 feet to a point for corner;

THENCE North 89°55'07" West a distance of 735.45 feet to a point for the beginning of a curve to the left having a radius of 1500.00 feet, a chord bearing South 81°12'35" West and a chord distance of 462.67 feet;

THENCE along said curve to the left thru a central angle of 17°44'36" for an arc length of 464.52 feet to a point for the beginning of a curve to the right having a radius of 1500.00 feet, a chord bearing South 73°31'20" West and a chord distance of 61.99 feet;

THENCE along said curve to the right thru a central angle of 2°22'05" for an arc length of 62.00 feet to a point for corner;

THENCE South 1°23'36" East a distance of 105.88 feet to a point for corner;

THENCE South 89°44'32" West a distance of 2119.05 feet to a point for corner;

Departing said BETSY LANE as follows:

North 9°14'33" West a distance of 230.88 feet to a point for corner;  
North 84°53'17" West a distance of 313.23 feet to a point for corner;  
South 87°40'55" West a distance of 105.12 feet to a point for corner;  
South 81°05'37" West a distance of 92.02 feet to a point for corner;  
North 1°14'33" East a distance of 804.11 feet to a point for corner;  
North 78°31'34" East a distance of 215.75 feet to a point for corner;  
North 45°33'40" East a distance of 152.59 feet to a point for corner;  
North 4°56'55" East a distance of 270.75 feet to a point for corner;  
North 87°36'41" West a distance of 29.97 feet to a point for corner;  
North 35°47'08" East a distance of 129.99 feet to a point for corner;  
North 17°30'41" East a distance of 35.18 feet to a point for corner;  
North 0°32'56" East a distance of 98.76 feet to a point for corner;  
North 29°24'50" West a distance of 45.19 feet to a point for corner;  
South 89°57'37" East a distance of 187.20 feet to a point for corner;  
North 0°22'06" West a distance of 463.24 feet to a point for corner;  
North 1°23'04" West a distance of 435.89 feet to point for corner, said corner being in the centerline of McWHIRTER ROAD (a 60 foot right-of-way);

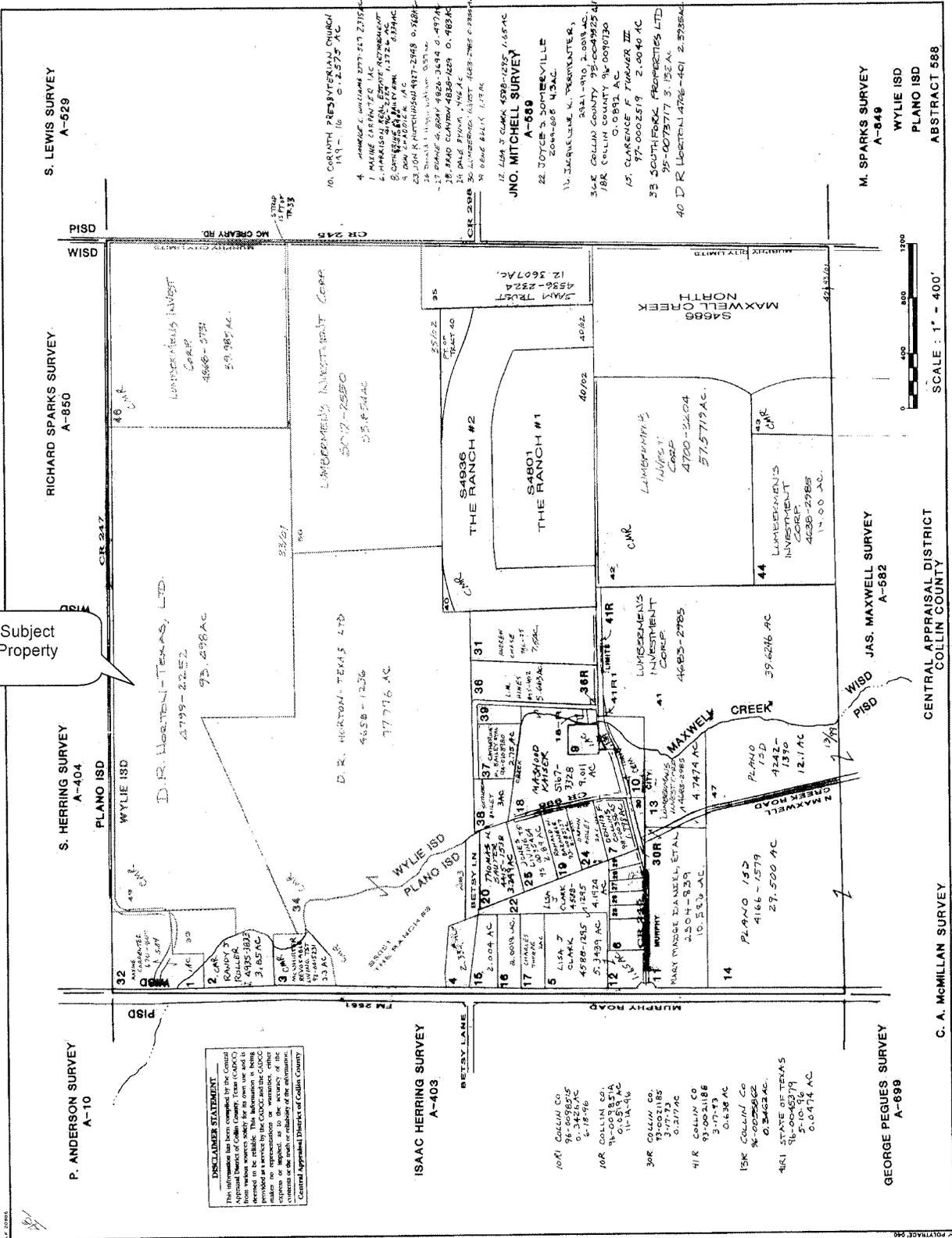
THENCE South 89°25'06" East a distance of 4759.83 feet to a point for corner;

THENCE South 0°58'23" West a distance of 1291.10 feet to a point for corner;

THENCE South 0°53'55" West a distance of 953.62 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 286.486 acres or 12,479,331 square feet of land more or less. The bearings contained herein are based upon the boundary line agreement as recorded in Volume 1673, Page 260 (DRCCT).

Subject Property



**DISCLAIMER STATEMENT**  
 This information has been compiled by the Central Appraisal District for the purpose of providing a public record of the information. It is not intended to be used for any other purpose and is not to be relied upon for any legal or financial purpose. The information is provided as a service to the public and is not to be used as a basis for any legal or financial decision. The Central Appraisal District of Collin County

- 1041 COLLIN CO 96-008215 0.3425 AC 6-18-96
- 104 COLLIN CO 96-008215 0.3425 AC 6-18-96
- 104 COLLIN CO 96-008215 0.3425 AC 6-18-96
- 308 COLLIN CO 93-002186 0.377 AC 3-17-93
- 418 COLLIN CO 93-002186 0.638 AC 3-17-93
- 138 COLLIN CO 96-008215 0.3425 AC 6-18-96
- 481 STATE OF TEXAS 96-004579 5-10-96 0.6474 AC

SCALE: 1" = 400'

CENTRAL APPRAISAL DISTRICT  
 COLLIN COUNTY

C. A. McMILLAN SURVEY

GEORGE PEGUES SURVEY  
 A-699

M. SPARKS SURVEY  
 A-649

JAS. MAXWELL SURVEY  
 A-582

S. HERRING SURVEY  
 A-404

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

WYLIE ISD  
 PLANO ISD

MAXWELL NORTH CREEK  
 S4686

WYLIE ISD  
 PLANO ISD

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

JNO. MITCHELL SURVEY  
 A-689

THE RANCH #1  
 S4801

WYLIE ISD  
 PLANO ISD

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

S. LEWIS SURVEY  
 A-629

THE RANCH #2  
 S4936

WYLIE ISD  
 PLANO ISD

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

RICHARD SPARKS SURVEY  
 A-850

THE RANCH #1  
 S4801

WYLIE ISD  
 PLANO ISD

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

WYLIE ISD  
 PLANO ISD

THE RANCH #1  
 S4801

WYLIE ISD  
 PLANO ISD

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

WYLIE ISD  
 PLANO ISD

THE RANCH #1  
 S4801

WYLIE ISD  
 PLANO ISD

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

WYLIE ISD  
 PLANO ISD

THE RANCH #1  
 S4801

WYLIE ISD  
 PLANO ISD

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

WYLIE ISD  
 PLANO ISD

THE RANCH #1  
 S4801

WYLIE ISD  
 PLANO ISD

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

WYLIE ISD  
 PLANO ISD

THE RANCH #1  
 S4801

WYLIE ISD  
 PLANO ISD

ISAAC HERRING SURVEY  
 A-403

P. ANDERSON SURVEY  
 A-10

## EXHIBIT "B"

### PLANNED DEVELOPMENT REQUIREMENTS

Gables and Ranch  
Murphy, Texas

- I. **Statement of Purpose:** The purpose of this Planned Development District is to establish a concept plan and specific conditions for the development of the properties known as the Gables and Ranch subdivisions. The intent of this planned development is to provide a quality residential subdivision with a variety of lot and dwelling sizes, and additional project amenities.
- II. **Statement of Effect:** This Planned Development District shall not affect any regulation found in the Comprehensive Zoning Ordinance, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Single-Family Residential Districts shall apply as set forth in Section 157.062 of the Murphy Zoning Code, as amended, except as otherwise specified herein.
- IV. **Development Plans:** Development shall be in accord with the concept plan and exhibits as attached. However, in the event of conflict between the concept plan and the written conditions, the written conditions shall control. The concept plan shall also serve as the land use plan.
- V. **Development Regulations:**
  - A. **Minimum Lot Criteria:** The lot designation shall be as indicated on the concept plan and the following minimums shall apply:
    1. **SF-9**
      - a. Minimum lot size: 9,000 square feet
      - b. Minimum lot width: 75 feet (at front yard setback build line)
      - c. Minimum lot depth: 120 feet
      - d. Except lots on cul-de-sac's and eyebrows may vary in width and depth as indicated on the concept plan contained herein, but in no event shall be less than 9,000 square feet in size.
      - e. Minimum front yard setback: 25 feet
      - f. Minimum side yard setback adjacent to a street: 15 feet
      - g. Minimum side yard setback not adjacent to a street: 7 feet
      - h. Minimum rear yard setback: 15 feet
    2. **SF-11**
      - a. Minimum lot size: 11,000 square feet

- b. Minimum lot width: 90 feet (at front yard setback build line)
- c. Minimum lot depth: 120 feet
- d. Except lots on cul-de-sac's and eyebrows may vary in width and depth as indicated on the concept plan contained herein, but in no event shall be less than 11,000 square feet in size.
- e. Minimum front yard setback: 25 feet
- f. Minimum side yard setback adjacent to a street: 15 feet
- g. Minimum side yard setback not adjacent to a street: 7 feet
- h. Minimum rear yard setback: 15 feet

B. **Minimum dwelling unit area:** The minimum dwelling unit area shall be 1,800 square feet of living area only, not to include eaves, porches, garages and breezeways.

C. **Minimum exterior construction standards:** The standards and criteria contained within this subsection are deemed minimum standards and shall apply to all building construction occurring within the Gables and Ranch PD.

Single-Family:

1. All single-family homes exterior shall be of fire-resistant construction, and shall have a minimum of 75% masonry (brick and stone) construction for the entire house, except for windows and doors. This masonry (brick and stone) requirement shall include accessory buildings and/or detached garages.
2. Any exterior façade of a new single-family home (regardless of location) that faces a public street shall be predominantly masonry (brick or stone), and no single façade shall be comprised of less than 75% masonry (brick or stone), construction. In addition, 10% of the single-family structures, up to a maximum of 69 single-family homes, shall include 20% stone and 80% brick on the front exterior facade. Areas of a home's façade that are devoted to windows, doors, covered porches or stoops, or chimneys, shall not be counted as "wall surface" when calculating the masonry (brick or stone) requirement provided that covered porches and stoops are at least four feet (4') deep and eight feet (8') wide (i.e., at least 64 square feet in area).
3. Concrete, concrete block, stucco, exterior plaster, trowel and textured

mortar washed surfaces or metal exterior construction shall not be permitted on any single-family residential structure, including accessory buildings and/or detached garages.

4. Roof materials for a single-family structure, including accessory buildings and detached garages shall be comprised of architectural/dimensional composition shingle (25-year minimum), flat pan standing seam metal roofing (only with a factory baked-on muted color finish; no bright colors or natural-colored metal roofing allowed), or terra cotta or slate tile in muted colors. Minimum predominant roof pitch shall be at least 6:12, and except for “Santa Fe” (with a flat roof and highly articulated parapet that conceals the roof and any roof-mounted equipment), “Texas ranch house” (with low pitched roofs, large eaves/overhangs, rambling design), or other uniquely styled home (which may be granted a special exception to the roof pitch requirement by the Zoning Board of Adjustments).

**D. Minimum Landscaping Standards**

1. For any premises located in Ranch and Gables PD the premises shall have one (1) shade tree located within 15 feet of the front lot line for each fifty (50) feet of lot width or portion thereof, measured along the front lot line. Trees may be clustered or spaced linearly and need not be placed evenly at 50-foot intervals.
2. The required trees and landscaping shall be installed prior to issuance of a Certificate of Occupancy for the premises, and shall be maintained in a living and growing condition by the owner of the premises. All plant material shall be replaced with plant material as required in Section d.3.
3. The required trees shall be a minimum of three-inch (3”) caliper measured forty-eight inches (48”) above the ground. If the tree is located on a slope, measurement shall be from the highest side of the slope. The trees shall be selected from the current Texas A&M University Collin County Extension Agent’s list of recommended tree list.

**E. Minimum height required:**

Required trees: seven feet (7’-0”) in height.

**F. Park Fees:**

Payment of park fees will only be required on the number of lots that are over and above the existing concept plans for the Ranch and the Gables.

1. The payment of the park fees will be at the time of final platting with respect to the first lots platted by Lumbermen's Investment Corporation ("LIC") or D. R. Horton, Incorporated ("DRHI"), as applicable, and will commence with the initial phase of development.

2. These park fees shall be utilized for park improvements within the approximately 12.09-acre park as shown on the concept plan within this planned development.

3. If LIC and/or DRHI provide improvements to the City Public Park area, those costs will be credited toward satisfaction of the required park fees.

G. **Private Recreational Facility:** A private recreational facility will be constructed by LIC on the 1.14-acre tract as shown on the concept plan. Prior to the development of the private recreational facility, a detail plan and elevations shall be approved through the public hearing process. The Homeowners' Association will maintain this facility. This facility will provide parking per the City of Murphy Code. In addition to these spaces, an additional 10 to 15 spaces will be constructed by LIC as part of the above referenced park improvements. A common access easement will be provided by the City of Murphy for the benefit of LIC, its successors and assigns including the Homeowners' Association, its members and their guests, through the current city water tank site to the private recreational site.

H. **Screening:** The screening shall be as reflected on the concept plan and as listed below, except as allowed by the Planning and Zoning and City Council. Permanent signage shall be permitted at all major entry points. All screening shall be maintained by the Homeowners' Association except for the 6-foot high board-on-board wooden fence with a top rail along McWhirter Road, which shall be maintained by each owner on whose lot the fence is located. Lots abutting dedicated park land shall have fencing consisting of an 8-foot high board-on-board wooden fence with a top rail, which shall have no access points (openings) to the park and shall be maintained by each owner on whose lot the fence is located.

1. **McWhirter Road** –

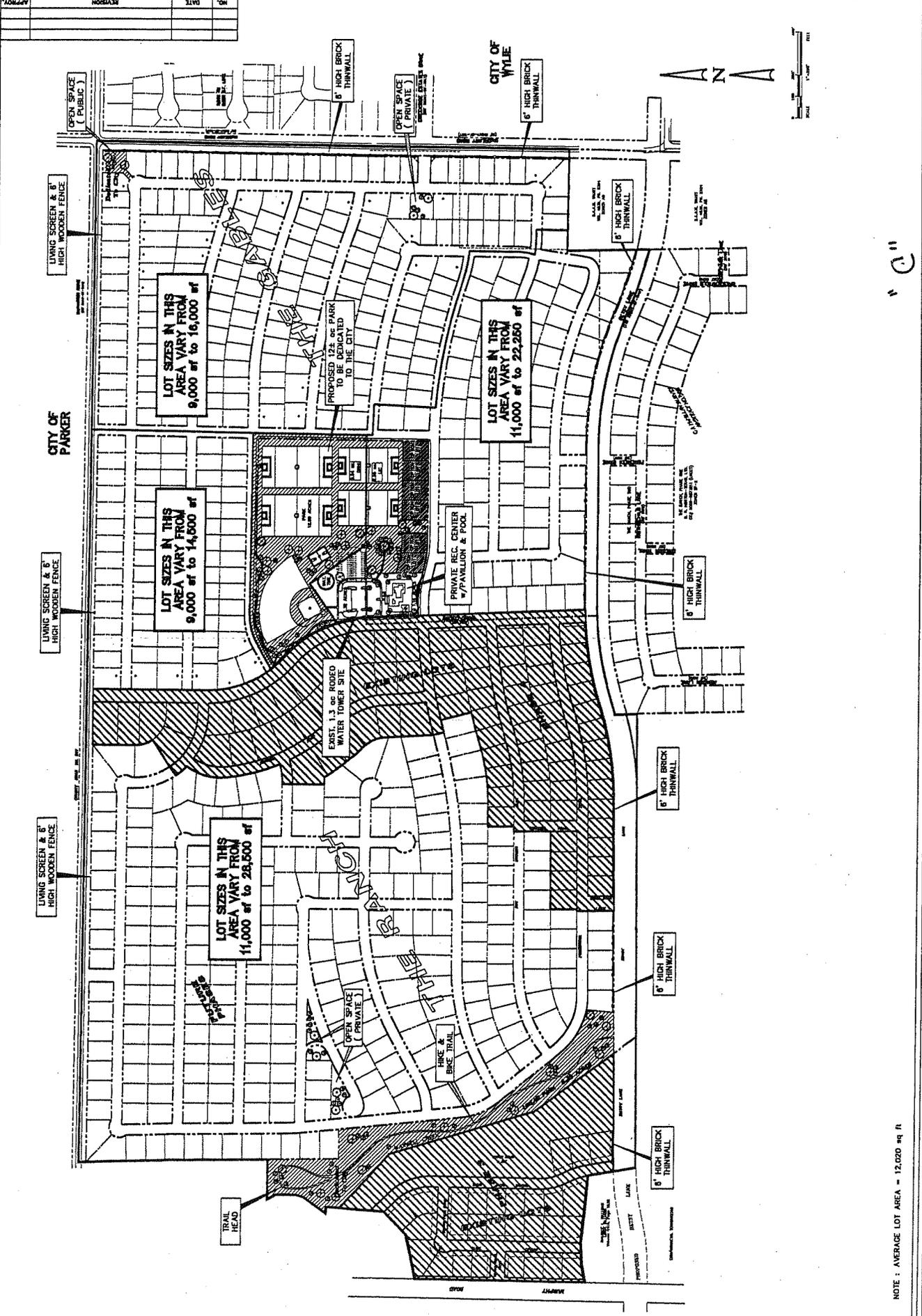
- i. A living screen shall be constructed as shown on the concept plan. The lots backing to McWhirter shall be deed restricted to require a 6-foot high board-on-board wooden fence with a top rail.

2. McCreary Road –
    - i. A 6-foot high brick thinwall will be constructed.
  3. Betsy Lane –
    - i. A 6-foot high brick thinwall will be constructed.
  4. Lots abutting dedicated park land-
    - i. The lots abutting dedicated parkland shall be deed restricted to require an 8-foot high board-on-board wooden fence with top rail.
- I. **Open Spaces:** Open spaces will be provided as shown on the concept plan and maintained by the party indicated.
- J. **Sidewalks/Trails:** In lieu of the city standard sidewalk normally required along McWhirter Road, and along McCreary Road north of Creekside Drive, a minimum 6-foot wide hike and bike trail will be constructed within the Maxwell Creek linear park from McMillen Drive to Betsy Lane then to the northern trailhead as shown on the Ranch and Gables concept plan. The City of Murphy shall provide right-of-way from McMillen Drive to Betsy Lane.
- K. **Dedications:** The areas will be dedicated as open space and/or Public Park as shown on the concept plan.
- L. **Homeowners' Association:** A Homeowners' Association duly incorporated in the State of Texas shall be incorporated and each lot/homeowner shall be a mandatory member. This association shall be established so as to ensure the proper maintenance of all common areas, either public or private, as desired, to be maintained by the association. The bylaws of this association shall establish a system of payment of dues, a system of enforcement of its rules and regulations; a clear and distinct definition of the responsibility of each member, and such other provisions as are reasonably deemed appropriate to secure a sound and stable association. The Bylaws shall be submitted to the Director of Planning for review and approval prior to construction.
- M. **Option to Purchase:** LIC shall grant to the City of Murphy an option (the "Option") to purchase the six (6) lots (the "Option Lots") as designated on the concept plan for an amount equal to the actual costs of acquisition and development fairly and reasonably allocable to the Option Lots as normally and customarily done by LIC in the ordinary course of its business. The Option must be exercised by the City of Murphy and the acquisition of the Option Lots actually closed and consummated on or

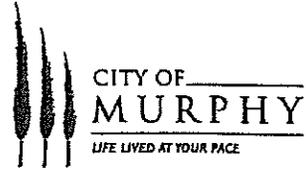
before two (2) years after the establishment of this Planned Development District or such Option shall automatically expire and be of no further force or effect. The form and substance of the written agreement granting the Option must be approved by the City Council and executed by LIC and the City of Murphy contemporaneously with the establishment of this Planned Development District.

**EXHIBIT "C"**

Drawing Dated "Received September 19, 2003  
Concept Plan  
Gables and Ranch



NOTE: AVERAGE LOT AREA = 12,020 sq. ft.



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

Being all of The Gables at North Hill and The Ranch at North Hill, Phases 3.8, located in the C.A. McMillian Survey, Abstract No. 588, City of Murphy, Collin County, Texas.

I am **IN FAVOR** of the requested amendment as explained on the attached cover sheet for ZF2011-04.

I am **OPPOSED** to the requested amendment as explained on the attached cover sheet for ZF2011-04.

A public hearing will be held by the Planning and Zoning Commission on Monday, **September 26, 2011** at 6:30 p.m. in the City Council Chambers and a public hearing will be held by the **City Council** on Tuesday, **October 4, 2011** at 6:00 p.m. in the City Council Chambers at 206 N. Murphy Road, Murphy, Texas. Please provide your written comments below regarding the requested variance. If additional space is required, you may continue writing on a separate sheet, one-sided for printing purposes.

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\_\_\_\_\_  
\_\_\_\_\_

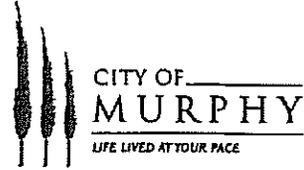
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Megan Harris  
Name (Please Print)

Megan Harris  
Signature

328 Sagebrush Trl  
Address  
Murphy

9/18/11  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

William Shaver III  
Name (Please Print)

William Shaver III  
Signature

336 Apache Trl  
Address

9/18/11  
Date



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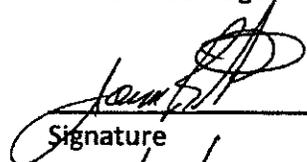
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PLEASE REMOVE THE MASONRY REQUIREMENT FOR  
ACCESSORY BUILDINGS. ORDINARY SHEDS SHOULD BE ALLOWED  
FOR RESIDENTS TO PUT "STUFF," SO WE CAN USE GARAGES FOR CARS.

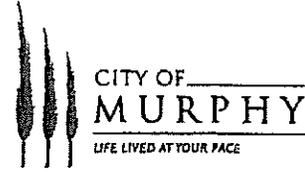
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

JAMES RIZZUTO  
Name (Please Print)

349 IDAHO CME  
Address

  
Signature

9/16/11  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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I am **OPPOSED** to the requested amendment as explained on the attached cover sheet for ZF2011-04.

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By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Catherine McCrea  
Name (Please Print)

Catherine McCrea  
Signature

11070 Cactus Path Dr.  
Address

9/15/11  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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\_\_\_\_\_  
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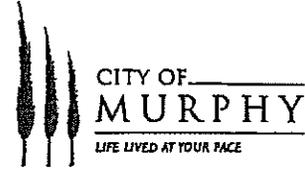
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Chris (Marty) Sutterfield  
Name (Please Print)

[Signature]  
Signature

348 Kansas Trl  
Address

9/20/2011  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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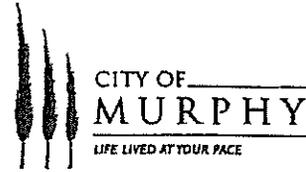
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

WILLIAM I ENAUER  
Name (Please Print)

  
Signature

433 ROBERTSON TRAIL  
Address

SEPT 16, 2011  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

Being all of The Gables at North Hill and The Ranch at North Hill, Phases 3.8, located in the C.A. McMillian Survey, Abstract No. 588, City of Murphy, Collin County, Texas.

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I am **OPPOSED** to the requested amendment as explained on the attached cover sheet for ZF2011-04.

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ALL ACCESSORY BUILDINGS SHOULD BE INSPECTED AND THOSE IN VIOLATION REMOVED. MANY ARE EYESORES AND LOWER THE PROPERTY VALUES IN THE NEIGHBORHOOD.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

WILLIAM SALMONSEN  
Name (Please Print)

William Salmonsen  
Signature

406 NEVADA TRAIL  
Address MURPHY 75094

9/16/11  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

Being all of The Gables at North Hill and The Ranch at North Hill, Phases 3.8, located in the C.A. McMillian Survey, Abstract No. 588, City of Murphy, Collin County, Texas.

I am **IN FAVOR** of the requested amendment as explained on the attached cover sheet for ZF2011-04.

I am **OPPOSED** to the requested amendment as explained on the attached cover sheet for ZF2011-04.

A public hearing will be held by the Planning and Zoning Commission on Monday, **September 26, 2011** at 6:30 p.m. in the City Council Chambers and a public hearing will be held by the **City Council** on Tuesday, **October 4, 2011** at 6:00 p.m. in the City Council Chambers at 206 N. Murphy Road, Murphy, Texas. Please provide your written comments below regarding the requested variance. If additional space is required, you may continue writing on a separate sheet, one-sided for printing purposes.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

FRANK TOMSU  
Name (Please Print)

Frank Tomsu  
Signature

401 IDAHO CT.  
Address

9/19/2011  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

Being all of The Gables at North Hill and The Ranch at North Hill, Phases 3.8, located in the C.A. McMillian Survey, Abstract No. 588, City of Murphy, Collin County, Texas.

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By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Susan Owen  
Name (Please Print)

Susan Owen  
Signature

1308 Ranger Rd  
Address  
Murphy 75094

9/20/11  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

Being all of The Gables at North Hill and The Ranch at North Hill, Phases 3.8, located in the C.A. McMillian Survey, Abstract No. 588, City of Murphy, Collin County, Texas.

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By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Roy G. Owen  
Name (Please Print)

[Signature]  
Signature

312 Sagebrush Trail  
Address

9-15-2011  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

Being all of The Gables at North Hill and The Ranch at North Hill, Phases 3.8, located in the C.A. McMillian Survey, Abstract No. 588, City of Murphy, Collin County, Texas.

X I am **IN FAVOR** of the requested amendment as explained on the attached cover sheet for ZF2011-04.

       I am **OPPOSED** to the requested amendment as explained on the attached cover sheet for ZF2011-04.

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IN FAVOR OF AMENDMENT - ALL THINGS WILL HELP  
PROPERTY VALUES IN THE FUTURE !!!

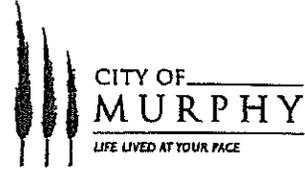
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

SHAWN JENSON  
Name (Please Print)

[Signature]  
Signature

416 POT ROY ROYAL LAKE  
Address

09-16-11  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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I AM NOT OPPOSED TO THE REQUESTED AMENDMENT  
BUT MY CONCERN IS WHAT THEY WILL BE ALLOWED  
TO PUT UP INSTEAD. WE CERTAINLY DON'T WANT A  
NEIGHBORHOOD OF JUNK BUILDINGS. I'M AFRAID SOME MAY

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

ARLENE HENSLEY  
Name (Please Print)

Arlene S. Hensley  
Signature

HAVE  
ALREADY  
DONE SE

327 APACHE TRAIL  
Address

9/19/11  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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A public hearing will be held by the Planning and Zoning Commission on Monday, **September 26, 2011** at 6:30 p.m. in the City Council Chambers and a public hearing will be held by the **City Council** on Tuesday, **October 4, 2011** at 6:00 p.m. in the City Council Chambers at 206 N. Murphy Road, Murphy, Texas. Please provide your written comments below regarding the requested variance. If additional space is required, you may continue writing on a separate sheet, one-sided for printing purposes.

*All masonry requirements for accessory buildings should be consistent throughout the City of Murphy.*

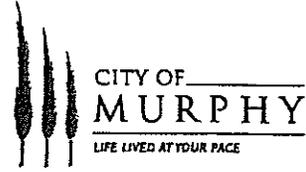
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Edward J. Grohol  
Name (Please Print)

328 Corral Court  
Address

Edward J. Grohol  
Signature

9/15/11  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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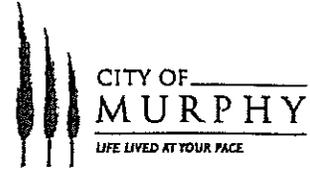
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

DAVID COOPER  
Name (Please Print)

*David Cooper*  
Signature

305 POWDEROSA TRAIL  
Address

15 SEP 2011  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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I am **OPPOSED** to the requested amendment as explained on the attached cover sheet for ZF2011-04.

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YES THE ZONING SHOULD CHANGED  
TO A LESS FORMAL DESIGN.  
TO REFLECT OTHER PARTS OF MURPHY

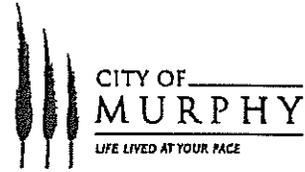
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

GARY W. STEPHENS  
Name (Please Print)

Gary Stephens  
Signature

320 IDAHO LANE  
Address

09-17-11  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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*Nowhere in here do you explain what the existing requirements are, so how are we supposed to know if we are in favor or opposed to the amendment? Could you*

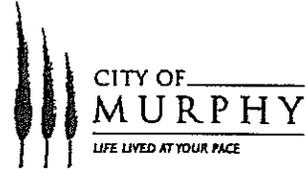
By signing this letter, I declare I am the owner or authorized agent of the property at the <sup>PLEASE</sup> address written below.

\_\_\_\_\_  
Name (Please Print)

*explain yourselves properly before mailing these out?*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date



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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

William Savitate  
Name (Please Print)

[Signature]  
Signature

629 Green Autumn Lane  
Address

18 Sept 2011  
Date



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           I am **IN FAVOR** of the requested amendment as explained on the attached cover sheet for ZF2011-04.

No I am **OPPOSED** to the requested amendment as explained on the attached cover sheet for ZF2011-04.

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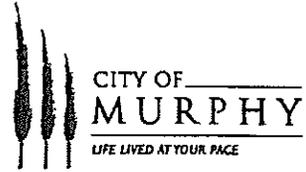
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Juan Padilla  
Name (Please Print)

Juan Padilla  
Signature

315 SAGE BRUSH TR.  
Address MURPHY TX. 75094

Sept. 16, 2011  
Date



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

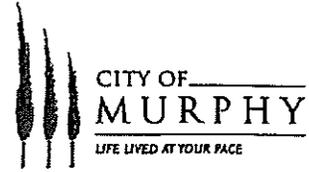
DAVID JABLINSKI  
Name (Please Print)

  
Signature

312 APACHE TRL  
Address

9/17/2011  
Date

*J. Schen*



This form is regarding ZF2011-04. This is a request to consider the application of the City of Murphy requesting to amend an existing PD (planned Development) District (No. 03-09-585) for Single Family Uses regarding masonry requirements for accessory buildings.

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*I do not want the existing 75% Masonry requirements for accessory buildings.*

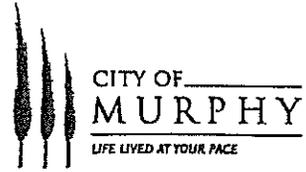
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Judy Schen  
Name (Please Print)

Judy Schen  
Signature *Larry Schen*

517 Laredo Dr.  
Address Murphy, Tx 75094

9-21-2011  
Date



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I am **OPPOSED** to the requested amendment as explained on the attached cover sheet for ZF2011-04.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

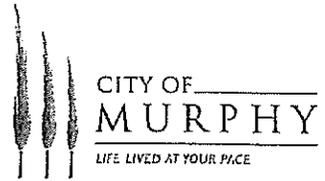
Cynthia Burch  
Name (Please Print)

Cynthia E Burch  
Signature

320 Apache Trail  
Address

9/19/2011  
Date

Signed 9/27/11



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I am **IN FAVOR** of the requested amendment as explained on the attached cover sheet for ZF2011-04.

\* IT IS NOT EXPLAINED.

I am **OPPOSED** to the requested amendment as explained on the attached cover sheet for ZF2011-04.

PLUS - it should be on this same document/sheet as my vote.

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I am in Favor of removing the masonry restriction from the PD for the Ranch and Gables sub-divisions. I again stress the vagueness of this mailing and am AGAIN making you aware of it.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Michael Teamann  
Name (Please Print)

Michael Teamann  
Signature

406 Sagebrush Trl.  
Address

9-22-11  
Date

#214-673-5177

## Lori Payan

---

**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 3:43 PM  
**To:** Lori Payan  
**Subject:** FW: Planning and Zoning Meeting

Please add to response pile

---

**From:** [Phil.Korte@cor.gov](mailto:Phil.Korte@cor.gov) [<mailto:Phil.Korte@cor.gov>]  
**Sent:** Monday, September 26, 2011 3:13 PM  
**To:** Kristen Roberts  
**Subject:** Planning and Zoning Meeting

Kristen,

This is in regards to the P & Z meeting tonight about the Gables and Ranch requirements for accessory buildings. I am a resident of phase 1 of the Ranch so the city ordinance does not effect myself personally but I am a member of the Ranch HOA which does. In the HOA rules it also states the 75% masonry requirement due to the ordinance. I would be in favor or changing the ruling to allow accessory buildings as stated in Ordinance 28-131 (d) (3). I live at 502 Pecos Path Dr. Please voice my opinion to the board tonight

Phil Korte  
Traffic Signal Supervisor  
City of Richardson, Texas  
[Phil.Korte@cor.gov](mailto:Phil.Korte@cor.gov)  
Office-972-744-4465  
Cell-972-978-6523

## Lori Payan

---

**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 3:43 PM  
**To:** Lori Payan  
**Subject:** FW: Planned Zoning

another

---

**From:** James Fisher  
**Sent:** Monday, September 26, 2011 3:41 PM  
**To:** Kristen Roberts  
**Subject:** FW: Planned Zoning

---

**From:** [NeoStang@aol.com](mailto:NeoStang@aol.com) [<mailto:NeoStang@aol.com>]  
**Sent:** Monday, September 26, 2011 3:35 PM  
**To:** Council  
**Subject:** Planned Zoning

"Council, I live in The Ranch in Murphy, TX and I am aware of the fact that the Planned Development zoning in The Ranch and Gables neighborhoods is not consistent with the rest of the zoning for the City of Murphy. Specifically the masonry requirements to build accessory buildings are unlike any other area in the City. I request that you consider changing this zoning to align more equally with the rest of the residential zoning in the City of Murphy. Thank you."

Dale & Barbara Frahm  
405 Idaho Ct  
Murphy, TX 75094

## Lori Payan

---

**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 10:08 AM  
**To:** Lori Payan  
**Subject:** FW: The Ranch Masonry Requirement for Sheds and Accessory Buildings

Need copy for this evening to include for P&Z with the pile of the ones that came in after packet complete.

---

**From:** James Fisher  
**Sent:** Monday, September 26, 2011 9:38 AM  
**To:** Kristen Roberts  
**Subject:** Fwd: The Ranch Masonry Requirement for Sheds and Accessory Buildings

**From:** Michèle G. M. Weibel <[mgmweibel@tx.rr.com](mailto:mgmweibel@tx.rr.com)>  
**Date:** September 23, 2011 5:43:24 PM CDT  
**To:** "Council" <[Council@murphytx.org](mailto:Council@murphytx.org)>  
**Subject:** FW: The Ranch Masonry Requirement for Sheds and Accessory Buildings  
**Reply-To:** <[mgmweibel@tx.rr.com](mailto:mgmweibel@tx.rr.com)>

We are reiterating our support that the masonry requirements be removed.

*Michèle and Matthew Weibel*

<http://main.nationalmssociety.org/goto/MGMWeibel>

---

**From:** Michèle G. M. Weibel [<mailto:mgmweibel@tx.rr.com>]  
**Sent:** Thursday, September 01, 2011 6:57 AM  
**To:** 'council@murphytx.org'  
**Subject:** The Ranch Masonry Requirement for Sheds and Accessory Buildings

We would like to add our support to those requesting that the Council consider removing the masonry requirement for sheds and accessory buildings from the Planned Development document governing The Ranch and Gables HOAs. Since no other subdivisions have similar requirements, I'd like the council to not only consider rescinding the masonry requirements, but the entire Planned Development document.

We understand that it will be discussed during the September 6 meeting and will be there to lend our support to those with the similar requests.

Thank you.

Matthew and Michèle Weibel

505 Laredo Drive



<http://main.nationalmssociety.org/goto/MGMWeibel>

**Lori Payan**

---

**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 10:08 AM  
**To:** Lori Payan  
**Subject:** FW: Request to remove the masonry requirement for accessory buildings from The Ranch/Gables PD

Response folder for tonight

---

**From:** James Fisher  
**Sent:** Monday, September 26, 2011 9:34 AM  
**To:** Kristen Roberts  
**Subject:** Fwd: Request to remove the masonry requirement for accessory buildings from The Ranch/Gables PD

**From:** "Redden, Staci D" <[sredden@kpmg.com](mailto:sredden@kpmg.com)>  
**Date:** September 24, 2011 9:39:43 AM CDT  
**To:** <[council@murphytx.org](mailto:council@murphytx.org)>  
**Subject: Request to remove the masonry requirement for accessory buildings from The Ranch/Gables PD**

Council, I live in The Ranch in Murphy, TX and I am aware of the fact that the Planned Development zoning in The Ranch and Gables neighborhoods is not consistent with the rest of the zoning for the City of Murphy. Specifically the masonry requirements to build accessory buildings are unlike any other area in the City. I request that you consider changing this zoning to align more equally with the rest of the residential zoning in the City of Murphy.

Regards,  
Staci Redden 1222 Iowa Rd, Murphy, TX 75094

Thank you

Staci Redden | Senior Associate, HR Reporting | KPMG LLP | Dallas: 214-840-4761 |

\*\*\*\*\*

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## Lori Payan

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**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 10:08 AM  
**To:** Lori Payan  
**Subject:** FW: Masonry requirement for accessory buildings

Response folder

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**From:** James Fisher  
**Sent:** Monday, September 26, 2011 9:34 AM  
**To:** Kristen Roberts  
**Subject:** Fwd: Masonry requirement for accessory buildings

**From:** Gordon Pierce <[gipierce@yahoo.com](mailto:gipierce@yahoo.com)>  
**Date:** September 24, 2011 12:40:48 PM CDT  
**To:** "[council@murphytx.org](mailto:council@murphytx.org)" <[council@murphytx.org](mailto:council@murphytx.org)>  
**Subject:** **Masonry requirement for accessory buildings**  
**Reply-To:** Gordon Pierce <[gipierce@yahoo.com](mailto:gipierce@yahoo.com)>

Council, We live in The Ranch in Murphy, TX. We are aware of the fact that the Planned Development zoning in The Ranch and Gables neighborhoods is not consistent with the rest of the zoning for the City of Murphy. Specifically the masonry requirements to build accessory buildings are unlike any other area in Murphy. We request that you consider changing this zoning to align more equally with the rest of the residential zoning in the City of Murphy. Thank you. James Gordon Pierce and Ina Pierce, 407 Sagebrush Trail, Murphy, TX 75094.

## Lori Payan

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**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 10:09 AM  
**To:** Lori Payan  
**Subject:** FW: masonry requirement for sheds at The Ranch  
**Attachments:** shed requirements.doc; ATT3573866.htm

Response for tonight

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**From:** James Fisher  
**Sent:** Monday, September 26, 2011 9:33 AM  
**To:** Kristen Roberts  
**Subject:** Fwd: masonry requirement for sheds at The Ranch

**From:** Wayne Gerhardt <[waynegerhardt@yahoo.com](mailto:waynegerhardt@yahoo.com)>  
**Date:** September 24, 2011 2:26:46 PM CDT  
**To:** "council@murphytx.org" <[council@murphytx.org](mailto:council@murphytx.org)>  
**Subject:** masonry requirement for sheds at The Ranch  
**Reply-To:** Wayne Gerhardt <[waynegerhardt@yahoo.com](mailto:waynegerhardt@yahoo.com)>

Dear Murphy City Council Member,

I live in The Ranch in Murphy, TX and I am aware of the fact that the Planned Development zoning in the Ranch and Gables neighborhoods is not consistent with the rest of the zoning for the City of Murphy. Specifically the masonry requirements to build accessory buildings are unlike any other area in the City. I request that you consider changing this zoning to align more equally with the rest of the residential zoning in the City of Murphy.

I am sending a copy of an e-mail dated 9/21/2004 from David Booth of the DR Horton Homes company. This is the second time I have sent a copy of this e-mail. In that e-mail, David Booth clearly says that accessory structures less than 120 sq ft should be exempt from masonry requirements in the City of Mj Murphy. He also says this exemption of similar to the City of Murphy's exemptions for such structures in their zoning ordinance.

In 2004 when this came up, David Booth said that the City of Murphy was misinterpreting DR Horton's intent in requiring masonry on the little sheds that are less than 120 square feet. Their masonry requirement rules were to apply if someone was planning to build another garage or some other large structure but not the little back-yard sheds.

This has been going on since 2004. Don't you think it is time to correct this misinterpretation of a DR Horton document?

Sincerely,

Wayne Gerhardt  
428 Ponderosa Trail  
Murphy, TX 75094  
972-442-4999

## Lori Payan

---

**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 10:09 AM  
**To:** Lori Payan  
**Subject:** FW: Zoning change Ranch and Gables in favor of reduced masonry requirements for accessory buildings

response

---

**From:** James Fisher  
**Sent:** Monday, September 26, 2011 9:33 AM  
**To:** Kristen Roberts  
**Subject:** Fwd: Zoning change Ranch and Gables in favor of reduced masonry requirements for accessory buildings

**From:** Phil Coffman <[phil\\_coffman@hotmail.com](mailto:phil_coffman@hotmail.com)>  
**Date:** September 24, 2011 8:43:51 PM CDT  
**To:** <[council@murphytx.org](mailto:council@murphytx.org)>  
**Cc:** Phil Coffman <[phil\\_coffman@hotmail.com](mailto:phil_coffman@hotmail.com)>  
**Subject:** Zoning change Ranch and Gables in favor of reduced masonry requirements for accessory buildings

Dear Council,

I am in favor of the change for the Ranch/Gables as stated below. However, I will not be able to attend the council meeting on Monday.

I live in The Ranch in Murphy, TX and I am aware of the fact that the Planned Development zoning in The Ranch and Gables neighborhoods is not consistent with the rest of the zoning for the City of Murphy. Specifically the masonry requirements to build accessory buildings are unlike any other area in the City. I request that you consider changing this zoning to align more equally with the rest of the residential zoning in the City of Murphy.

A reply is not necessary, but please add me to the list of those in favor of reduced masonry requirements for accessory buildings.

Thanks and regards,

Phil Coffman  
The Ranch  
409 Idaho Ct.

## Lori Payan

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**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 10:11 AM  
**To:** Lori Payan  
**Subject:** FW: Zoning File 2011-04 - (Masonry restriction in The Ranch & Gables)

For response folder

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**From:** James Fisher  
**Sent:** Monday, September 26, 2011 9:32 AM  
**To:** Kristen Roberts  
**Subject:** Fwd: Zoning File 2011-04 - (Masonry restriction in The Ranch & Gables)

**From:** Mayor Bret Baldwin <[bbaldwin@MurphyTx.org](mailto:bbaldwin@MurphyTx.org)>  
**Date:** September 25, 2011 3:09:11 PM CDT  
**To:** Danny <[dtjones817@verizon.net](mailto:dtjones817@verizon.net)>  
**Cc:** MICHAEL TEAMANN <[camaro\\_67\\_454@hotmail.com](mailto:camaro_67_454@hotmail.com)>, [council@murphytx.org](mailto:council@murphytx.org), Michèle G. M. Weibel <[mgmweibel@tx.rr.com](mailto:mgmweibel@tx.rr.com)>, [gregghoward@verizon.net](mailto:gregghoward@verizon.net), HOA <[board@theranchownersassoc.com](mailto:board@theranchownersassoc.com)>, Larry Fontaine <[larrygfontaine@msn.com](mailto:larrygfontaine@msn.com)>, Ray Shahan <[ray\\_shahan@hotmail.com](mailto:ray_shahan@hotmail.com)>, Paul <[ptruhe@gmail.com](mailto:ptruhe@gmail.com)>, John Wideman <[john@widemanfamily.com](mailto:john@widemanfamily.com)>  
**Subject: Re: Zoning File 2011-04 - (Masonry restriction in The Ranch & Gables)**

Mr. Jones,

Sorry to hear you were appalled by the conduct of Council at the meeting you attended. The Texas Open Meetings Act dictates that all business must be conducted in open session unless it falls into a few categories that have been approved to discuss in private (i.e., job performance, land negotiations, and legal consultation with our city attorney). Apart from a few exceptions, the business of the people is to be performed in public. This is intended to eliminate deals being struck in private.

As far as the issue regarding masonry and sheds in the Ranch/Gables PD, the city council does not "want" to hold extra meetings on the subject, state law requires those meetings to be held. We are following the process created by the state legislature to protect and amend property rights. I think everyone on Council agrees that the requirements should be fair throughout the city, but we are also committed to making sure the proper procedures are followed.

It may be a seemingly insignificant and simple change to the PD, but it still needs to follow proper procedure. What is insignificant to some, may not be to others. If you and your neighbors have a problem with aspects of the Open Meetings Act or the process set forth to amend zoning laws, I would suggest contacting your state representatives to have them changed.

In the meantime, Council will continue to give numerous hours away from our own families to address issues like yours and keep this community moving forward within the guidelines we are given. I am sorry that the process is not to your liking, but I ask for your patience as we move through the process anyway.

Respectfully,  
Mayor Baldwin

On Fri, Sep 23, 2011 at 6:59 AM, Danny <[dtjones817@verizon.net](mailto:dtjones817@verizon.net)> wrote:

All,

I was personally set aback by the overall conduct of the City of Murphy Council meeting held on 6 September 2011, and especially the conduct of the city council. I believe that more than 80 percent of what was said should have been taken behind closed doors, Council members who argue back and forth in front of the very people who put them there is just appalling. My neighbors and I set in the back of the council meeting for 4 hours waiting on our turn to have the council make a simple change in the Ranch/Gables PD, yet after all that waiting no one on the council would step to the plate and make a decision.

Now, with that being said, The council ( the city) wants to hold not one but two more meeting to discuss this issue before a decision is made. This is a waste of valuable time spent on a simple change, and one that will benefit the entire community. If you think about this issue from a "Texas Perspective" all we want to do is have a place to organize our tools and keep our property beautiful, and the requirement to have it made of 75 percent brick is just "untexaslike"

I can assure you that I will not attend another council meeting and I will make my voice heard via email, letter, and at the ballot box.

Danny Jones

Murphy Tax Payer !!

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**From:** MICHAEL TEAMANN [[mailto:camaro\\_67\\_454@hotmail.com](mailto:camaro_67_454@hotmail.com)]

**Sent:** Thursday, September 22, 2011 9:50 AM

**To:** [council@murphytx.org](mailto:council@murphytx.org)

**Cc:** Michèle G. M. Weibel; [gregghoward@verizon.net](mailto:gregghoward@verizon.net); HOA; [dtjones817@verizon.net](mailto:dtjones817@verizon.net); Larry Fontaine; Ray Shahan; Paul; John Wideman; [camaro\\_67\\_454@hotmail.com](mailto:camaro_67_454@hotmail.com)

**Subject:** Zoning File 2011-04 - (Masonry restriction in The Ranch & Gables)

Council,

I've been thinking... How do I convince myself and my neighbors to attend the P&Z meeting on September 26th? After the last meeting, waiting four plus hours to discuss the agenda item we were attending for and to walk away with empty hands, it makes it hard to convince anyone to attend, even myself. I know my wife is not in favor of me being gone again. It was said in that meeting (over a different topic) ,'No one showed up to the meeting to speak their opinion so I assumed everyone was fine with it the way it was', (wording may not be exact). I don't want that to be the case with removing the masonry restrictions.

My question is this: Does the board view email and letter responses (even though many residents may not know how to respond to the letter sent out by the city) to hold as much weight as an individual showing up to the meeting?

I understand there is a process that 'needs' to be followed, but the simplicity of this issue being drug out is bewildering.

Thank You,  
Michael Teamann  
406 Sagebrush Trl.  
214-673-5177

--

Mayor Bret Baldwin  
City of Murphy, TX  
214-669-1355  
[bbaldwin@murphytx.org](mailto:bbaldwin@murphytx.org)  
[City of Murphy Website](#)

## Lori Payan

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**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 10:11 AM  
**To:** Lori Payan  
**Subject:** FW: Requirements for Storage Bldgs in The Ranch

For response folder

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**From:** James Fisher  
**Sent:** Monday, September 26, 2011 9:23 AM  
**To:** Kristen Roberts  
**Subject:** Fwd: Requirements for Storage Bldgs in The Ranch

From the mobile desk of:  
James Fisher, City Manager  
City of Murphy, Texas

Begin forwarded message:

**From:** Kathy Burns <[knburns@verizon.net](mailto:knburns@verizon.net)>  
**Date:** September 26, 2011 7:17:06 AM CDT  
**To:** "council@murphytx.org" <[council@murphytx.org](mailto:council@murphytx.org)>  
**Subject:** Requirements for Storage Bldgs in The Ranch

Council, I live in The Ranch in Murphy, TX and I am aware of the fact that the Planned Development zoning in parts of The Ranch subdivision are not consistent with the rest of the zoning for the City of Murphy. Specifically the masonry requirements to build accessory buildings are unlike any other area in the City. I request that you consider changing this zoning to align more equally with the rest of the residential zoning in the City of Murphy.

Thank you.

Cliff and Kathy Burns  
310 Ponderosa Trail  
Murphy, TX 75094

Sent from my iPhone

## Lori Payan

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**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 10:35 AM  
**To:** Lori Payan  
**Subject:** FW: PD (Planned Development) District (No. 03-09-585)

Response folder please

---

**From:** William Salmonsens [<mailto:wsalmonsens@hotmail.com>]  
**Sent:** Saturday, September 24, 2011 12:10 PM  
**To:** Kristen Roberts  
**Subject:** PD (Planned Development) District (No. 03-09-585)

Kristen Roberts,

I live in The Ranch in Murphy, TX and am aware that the Planned Development zoning in the part of the neighborhood I live in is not consistent with the rest of the zoning for the City of Murphy.

I AM IN FAVOR OF ENFORCING THE EXISTING PD!

Since this requirement has been largely ignored by both the City of Murphy and nearly everyone who has erected an accessory building, many without the required city permit or HOA approval, I request the Council and city staff enforce this zoning requirement retroactively and remove the sorry rag-tag assortment of accessory buildings that are in violation of multiple zoning and HOA requirements. I suggest the city staff at least inspect all accessory buildings in The Ranch to be sure the buildings are safe, sound, in good repair, and that at least the roof shingle color and exterior paint are in compliance with the existing PD requirements. These actions would go a long way toward improving and beautifying the neighborhood.

Thank you.

William Salmonsens  
406 Nevada Trail  
Murphy, TX 75094  
972-4420-865

## Lori Payan

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**From:** Kristen Roberts  
**Sent:** Monday, September 26, 2011 5:00 PM  
**To:** Lori Payan  
**Subject:** FW: Planning and Zoning board

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**From:** James Fisher  
**Sent:** Monday, September 26, 2011 4:58 PM  
**To:** Kristen Roberts  
**Subject:** FW: Planning and Zoning board

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**From:** Roger Roach [<mailto:ibroach@verizon.net>]  
**Sent:** Monday, September 26, 2011 4:20 PM  
**To:** Council  
**Subject:** Planning and Zoning board

Council memebers, I live at 320 Sagebrush Trail(The Ranch) and my name is Roger Roach. I am aware of the fact that the planned development zoning in the Ranch and Gables neighborhoods is not consistent with the rest of the zoning for the city of Murphy. Specifically the masonry requirements to build accessory buildings are unlike any other area in the city. I request that you consider changing this zoning to align more equally with the rest of the residential zoning in the city of Murphy.

Thank you for your time,

Roger Roach  
320 Sagebrush Trail  
Murphy, TX 75094  
214-770-3582

**Issue**

Consider and/or act on the application of ALLEN AND LOUCKS VENTURE, L.P. requesting approval of a site plan, landscape plan and elevations for a restaurant on property zoned PD (Planned Development) District for Retail Uses on property located on 121 East FM 544, east of North Murphy Road. (ZF2001-03)

**Background**

On November 4, 2006, the City Council adopted Ordinance No. 06-11-707 creating a Planned Development District for Retail Uses with conditions. The Planned Development District was subsequently amended on October 20, 2008 (Ordinance No. 08-10-766) to allow restaurants with drive-thru windows by the approval of a SUP (Specific Use Permit) only. The current Planned Development District allows a restaurant with a drive-thru window only with the approval of a SUP (Specific Use Permit). On August 22, 2011, the Planning & Zoning Commission approved the applicant's request for a Special Use Permit (SUP) for a drive through. At the September 6, 2011, City Council meeting, City Council did not take action on the SUP agenda item. They requested it be brought back to the October 4, 2011 City Council meeting in addition to the Site Plan agenda item. City Council also requested that representation from Einstein's be present at the October 4, 2011 meeting as well as a traffic/engineering analysis done to confirm traffic flow options. City Council also asked the applicant to consider another retail option fronting the courtyard other than a hair cutting establishment.

Since that meeting, staff has received a letter from Einstein's noting their requirement of a drive through at this location.

The proposed site plan would allow for the development of the subject property with a restaurant to be known as Einstein's Bagels. Parking lot and other site landscaping are shown to be in compliance with landscaping requirements. The exterior elevations of the proposed restaurant will be a combination of brick and stone, in compliance with exterior construction materials requirements.

**Considerations**

On August 22, 2011, the Planning & Zoning Commission held a public hearing to consider the application requesting approval of an SUP for a Drive-In window for Einstein's Bros in Murphy Marketplace. There were no comments at the public hearing. Planning & Zoning Commission unanimously approved the SUP request.

On September 6, 2011, the City Council held a public hearing and discussed the application requesting approval of a SUP for a drive-thru window. They asked that this item come back with the site plan and also requested a representative from Einstein's be present at the October 4, 2011 meeting. City Council also requested a traffic analysis be completed for the site.

On September 26, 2011, the Planning & Zoning Commission approved the site plan, landscape plan and elevations by a vote of 7-0.

**Staff Recommendation**

Staff recommends City Council consider both the SUP item and the site plan together for discussion purposes. The reason for this is to address all concerns regarding the proposed drive-thru and traffic management. If issues are resolved, they can be addressed as conditions of the SUP. Action should be taken as appropriate on each item individually.

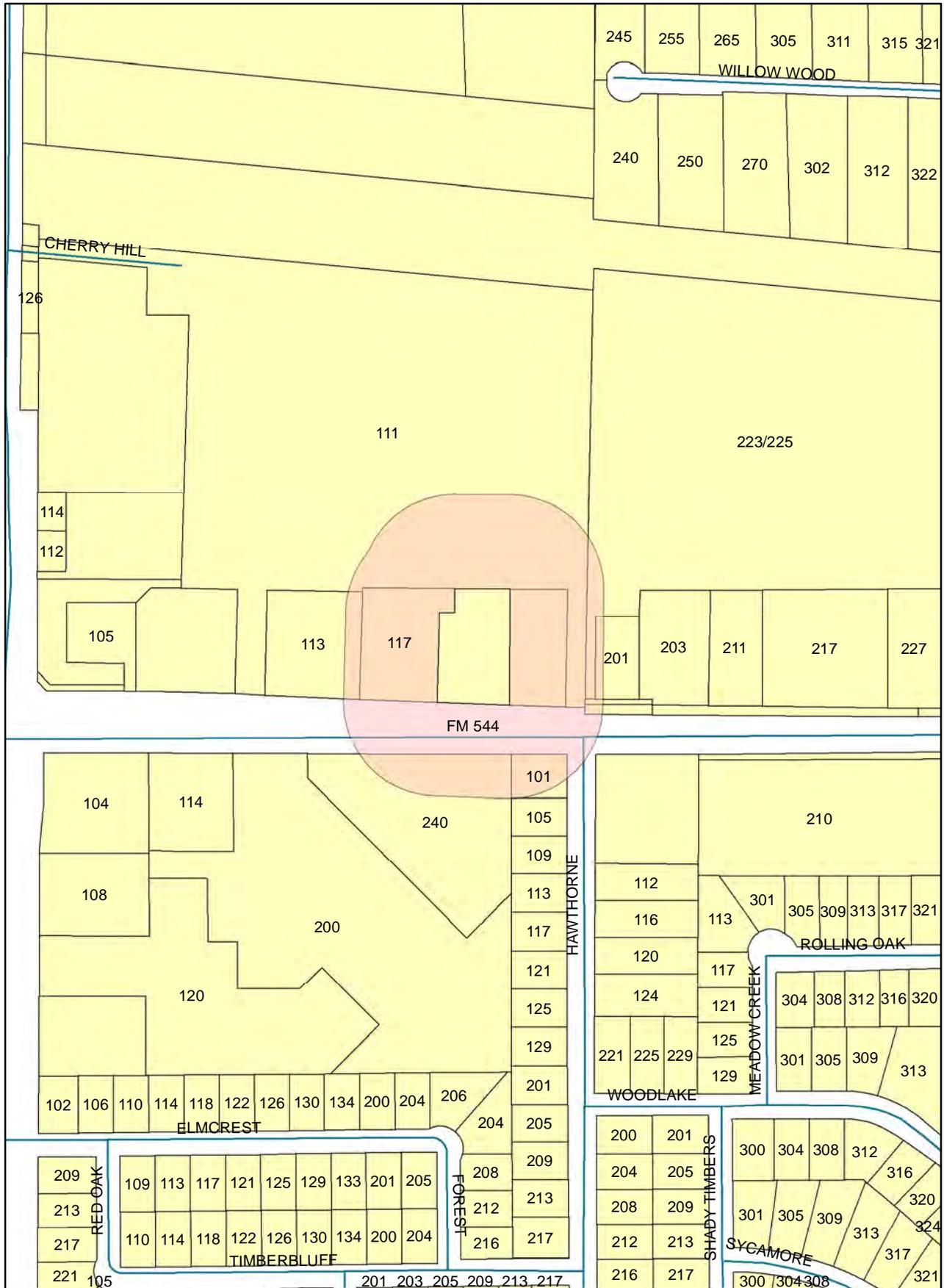
**Attachments**

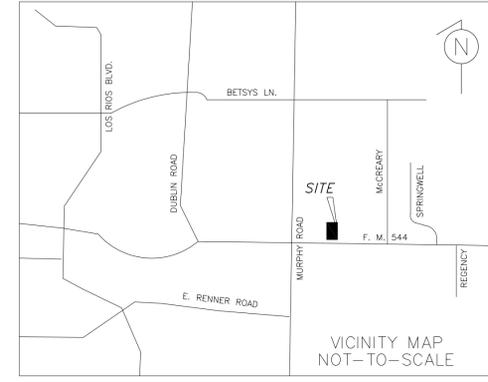
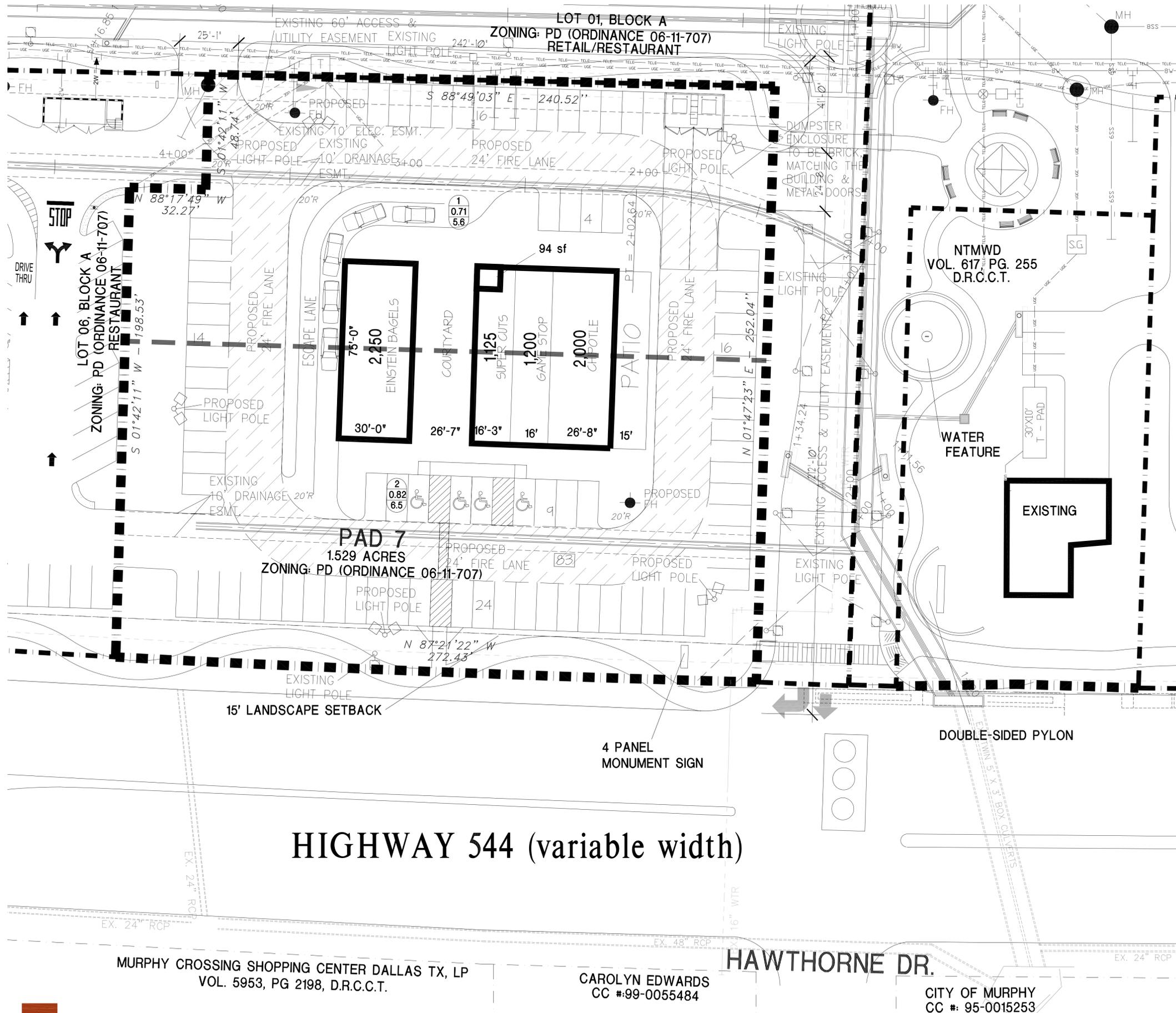
- 1) Location Map
- 2) Site Plan
- 3) Landscape Plan
- 4) Elevation Plan
- 5) Letter from Einstein's
- 6) Traffic Circulation Assessment as submitted by Langford Property Company

Kristen Roberts, Econ & Comm Development  
**Submitted By**

James Fisher, City Manager  
**City Manager Approval**

# BOA File 2011-01





 PROPOSED LIGHT POLE  
 PROPOSED FIRE HYDRANTS  
 Area  
 Acres  
 cfs  
 (100 yr)

**DRAINAGE TABULATIONS:**

AREA #	A	C	I25 (in/hr)	I100 (in/hr)	Q25 (cfs)	Q100 (cfs)	COMMENT
1	0.71	0.9	7.93	8.74	5.1	5.6	To onsite underground
2	0.82	0.9	7.93	8.74	5.9	6.5	To TXDOT ROW
<b>TOTAL</b>	<b>1.53</b>				<b>10.9</b>	<b>12.0</b>	

**MURPHY MARKETPLACE WEST (CMR)**  
 BLK A, LOT 7 & 8, 1.529 ACRES  
 ZONED: PD (ORDINANCE NO. 06-11-707)  
 PARKING PROV.: 83 SP (12.62/1000)

**OWNER / DEVELOPER**  
 LANGFORD PROPERTY COMPANY  
 5924 TWIN COVES  
 DALLAS, TX 75248  
 972.788.2232

**ARCHITECT**  
 O'BRIEN & ASSOCIATES, INC  
 5310 HARVEST HILL RD, SUITE 136  
 DALLAS, TX 75230  
 972.788.1010

**ENGINEER**  
 ADAMS ENGINEERING  
 910 S. KIMBALL  
 SOUTHLAKE, TX 76092  
 817.328.3200

**LANDSCAPE ARCHITECT**  
 SMR LANDSCAPE ARCHITECTS, INC  
 1708 NORTH GRIFFIN STREET  
 DALLAS, TX 75202  
 214.871.0083

**HIGHWAY 544 (variable width)**

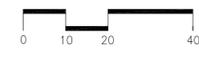
MURPHY CROSSING SHOPPING CENTER DALLAS TX, LP  
 VOL. 5953, PG 2198, D.R.C.C.T.

CAROLYN EDWARDS  
 CC #:99-0055484

CITY OF MURPHY  
 CC #: 95-0015253

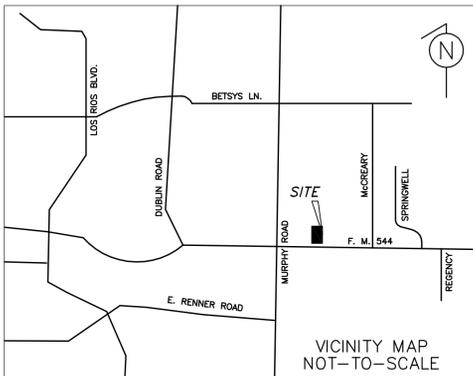
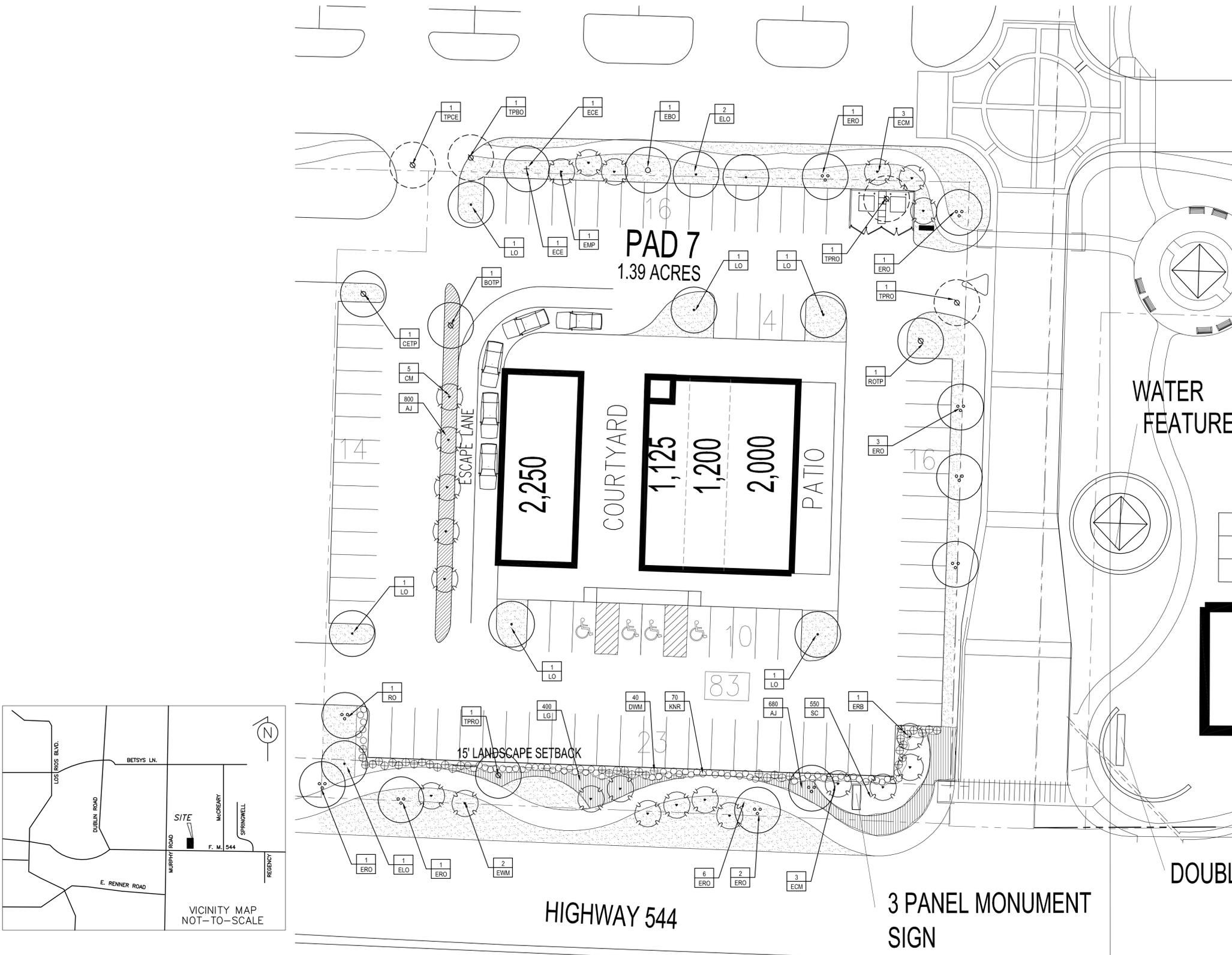
**MURPHY MARKETPLACE**  
 MURPHY, TEXAS  
**LANGFORD PROPERTY COMPANY**

**O'BRIEN & ASSOCIATES, INC.**  
 ARCHITECTURE ■ INTERIORS ■ PLANNING  
 5910 HARVEST HILL ROAD ■ SUITE 136 ■ DALLAS, TEXAS 75230 ■ (972) 788-1010 ■ FAX (972) 788-4828



SCALE: 1"=20'-0" ■ JOB#: 26001 ■ ISSUE DATE: 09/27/11  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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**LANDSCAPE NOTES**

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

**MAINTENANCE NOTES**

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

**HYDROMULCH NOTES**

- All lawn areas to be Hydromulch Bermudagrass, unless noted otherwise on drawings.
- Contractor shall scarify, rip, loosen all areas to be hydromulched to a minimum depth of 4" prior to topsoil and hydromulch installation.
- Bermudagrass seed shall be extra hulled and treated lawn type and shall be delivered to the site in its original unopened container, and shall meet Texas State Law requirements.
- Fiber: Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in its original unopened container. "Conweb" or equal.
- Fiber Tack: Shall be delivered to the site in its original unopened container, and shall be "Tacko-Tack one", as manufactured by Growers, Inc., or equal.
- Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1000) square foot.
- Use a 4"x8" batter board against all beds areas.
- If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass, at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
- All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
- Contractor shall maintain all lawn areas until final acceptance. This shall include but not be limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply as necessary.

**GENERAL LAWN NOTES**

- Fine grade areas to achieve final contours indicated on civil plans.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation.
- Contractor shall provide (2") two inches of imported topsoil on all areas to receive lawn.

**SOLID SOD NOTES**

- Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
- Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
- Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
- Water sod thoroughly as sod operation progresses.
- Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
- If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

**LANDSCAPE TABULATIONS**

**FRONT BUFFER LANDSCAPE**  
Requirements: 15' trees along street frontage (1) tree 3" cal. and (4) ornamentals, 2" cal. or 7" ht. per 50 ft. of street frontage

EAST F.M. 544 - (P&T1)  
Required: (5) trees, 3" cal. (20) ornamentals trees, 2" cal. or 7" ht. Provided: (6) trees, 4" cal. (15) ex. ornamental trees by developer (5) ornamentals trees, 6" ht. elsewhere on lot

**FRONT BUFFER SCREENING**  
Requirements: 3' ht. evergreen hedge, berm or wall  
Provided: (110) shrubs, 24" ht.

**INTERIOR PARKING LOT LANDSCAPE** (83 spaces, 34,834 s.f.)  
Requirement: (1) tree, 3" cal. or (3) ornamentals per 12 spaces, 5% of parking lot area should be landscape  
Required: (7) trees, 3" cal. or (21) ornamentals trees, 2" cal. or 7" ht. 1,732 s.f. (5%) Provided: (7) trees, 3" cal. 1,021 s.f. (9%)

**TOTAL TREES REQUIRED:**  
(12) large trees (20) ornamentals

**TOTAL TREE PROVIDED:**  
(23) large trees (23) ornamentals

**PLANT LEGEND**

SYMBOL	PLANT TYPE
AJ	Asian Jasmine
CM	Crape Myrtle 'Red'
DWM	Dwarf Wax Myrtle 'Don's Dwarf'
KNR	Double Knockout Rose
LG	Liriope Gigantea
LO	Live Oak
RO	Red Oak 'Shumard'
SC	Seasonal Color
BOTP	Bur Oak Transplant
CETP	Cedar Elm Transplant
ROTP	Red Oak Transplant
EBO	Existing Bur Oak
ECE	Existing Cedar Elm
ECM	Existing Crape Myrtle
ELO	Existing Live Oak
EMP	Existing Mexican Plum
ERB	Existing Redbud
ERO	Existing Red Oak
EVM	Existing Wax Myrtle
TPBO	Transplant Bur Oak
TPCE	Transplant Cedar Elm
TPRO	Transplant Red Oak

**PLANT LIST**

TREES	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	5	CMR	Crape Myrtle 'Red'	Lagerstroemia indica 'Red'	8' ht.	container grown, 3-5 cane, no cross caning
	6	LO	Live Oak	Quercus virginiana	3" cal.	container grown, 13' ht. min. 5' spread min.
	1	RO	Red Oak 'Shumard'	Quercus shumardii	3" cal.	container grown, 13' ht. min. 5' spread min.
SHRUBS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	40	DWM	Dwarf Wax Myrtle	Myrica pusilla 'Don's Dwarf'	36" ht.	container, full plant, 36" o.c.
	70	KNR	Double Knockout Rose	Rosa sp. 'Double Knockout'	5 gal.	container, full plant
GROUNDCOVERS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	1480	AJ	Asian Jasmine	Trachelospermum asiaticum	4" pots	container, (3) 12" runners min. 12" o.c.
	400	LG	Giant Liriope	Liriope gigantea	4" pots	container, full top of container, 12" o.c. refer to notes.
	550		Common Bermudagrass	Cynodon dactylon	4" pots	

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.



**O'BRIEN & ASSOCIATES, INC.**  
ARCHITECTURE ■ INTERIORS ■ PLANNING  
5310 HARVEST HILL ROAD SUITE 136 DALLAS, TEXAS 75230 (972) 788-1010 FAX (972) 788-4828

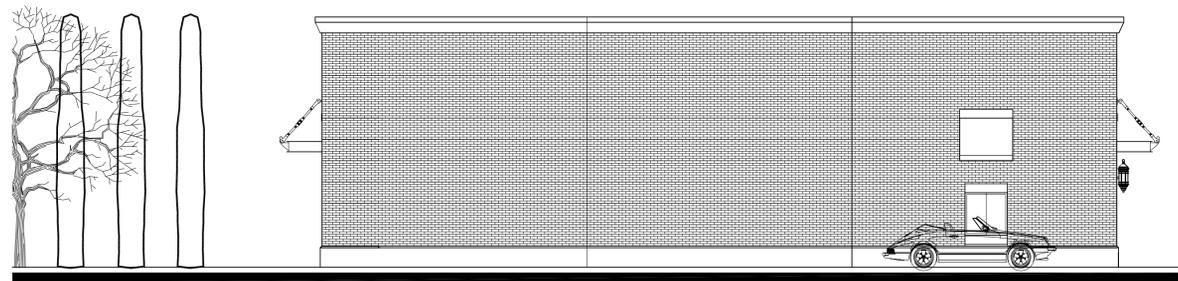
MURPHY MARKETPLACE LOT 7  
MURPHY, TEXAS

**smr**  
landscape architects, inc.  
1702 N. Griffin Street  
Dallas, Texas 75202  
Tel 214.871.0083  
Fax 214.871.0545  
Email smr@smr-ls.com

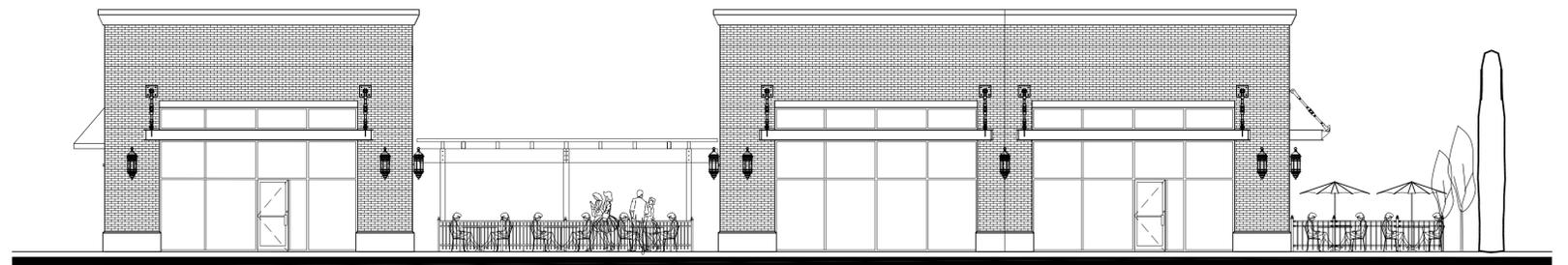
**01 LANDSCAPE PLAN**  
SCALE: 1"=20'-0"  
0 10 20 40

**LSP-01**  
SCALE: 1"=20'-0" ■ JOB#: 26001 ■ ISSUE DATE: 07/22/11  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

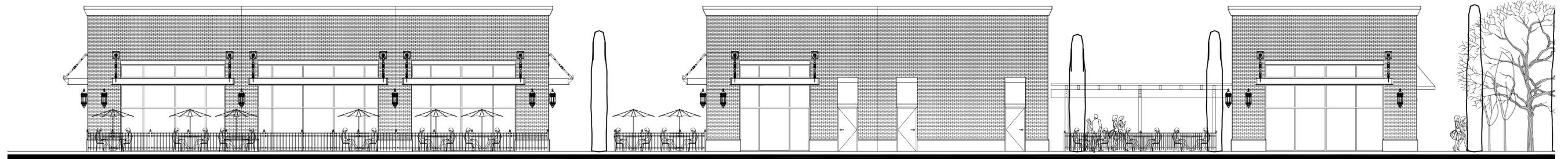
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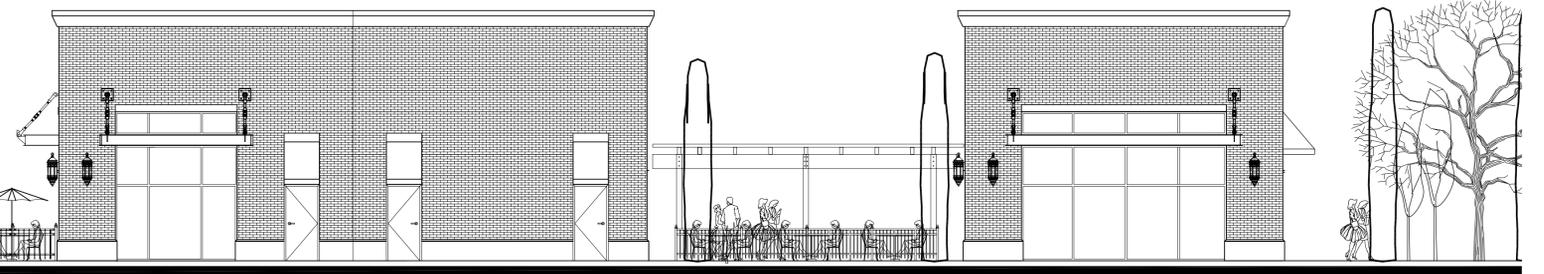
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



**O'BRIEN & ASSOCIATES, INC.**  
 ARCHITECTURE ■ INTERIORS ■ PLANNING  
 5310 HARVEST HILL ROAD ■ SUITE 136 ■ DALLAS, TEXAS 75230 ■ (972) 788-1010 ■ FAX (972) 788-4828

**MURPHY MARKETPLACE**  
 MURPHY, TEXAS  
**LANGFORD PROPERTY COMPANY**

**LOT 7**

SCALE: 1/16"=1'-0" ■ JOB#: 26001 ■ ISSUE DATE: 07/22/11  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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 FOR ANY PURPOSE, WITHOUT PRIOR WRITTEN CONSENT FROM O'BRIEN & ASSOCIATES, INC.



Larry Lysek  
Einstein Development Department  
555 Zang Street, Suite 300  
Lakewood, CO 80228  
Office: 303-945-9834

City of Murphy

Dear Community of Murphy,

We are looking forward to bringing Einstein Bros Bagels to your community. We are anxious to proceed with the development of our newest location as quickly as possible. Please note that a condition of our approval for expansion into the Murphy market was the requirement of a drive-thru. As a company, we have incorporated the drive-thru as an essential element of our development criteria. We appreciate your consideration related to this matter and anxiously await your approval.

Sincerely,

A handwritten signature in cursive script that reads "Larry Lysek".

Larry Lysek  
Director of Development  
Einstein Noah Restaurant Group  
303-945-9834

---

# A TRAFFIC CIRCULATION ASSESSMENT FOR A PROPOSED COMMERCIAL DEVELOPMENT IN MURPHY, TEXAS

---

Prepared for:

**Langford Property Company**

5924 Twin Coves  
Dallas, TX 75248

Prepared by:



Texas Registered Engineering Firm F-3199  
*Engineers Planners*  
400 South Houston Street  
Suite 330 Union Station  
Dallas, Texas 75202  
Phone: 214-748-6740  
Fax: 214-748-7037



September 22, 2011

DeShazo #11151

## TECHNICAL MEMORANDUM

**To:** Mr. Eric Langford  
Langford Property Company

**From:** DeShazo Group, Inc.

**Date:** September 22, 2011

**Re:** **Traffic Circulation Assessment for a Proposed Commercial Development in Murphy, Texas (DeShazo #11055)**

---

### Introduction

The services of DeShazo Group, Inc. (DeShazo) were retained by Langford Property Company to conduct a Traffic Circulation Assessment for a proposed Commercial development (Project) located in Murphy, Texas. DeShazo is an engineering consulting firm providing licensed engineers skilled in the field of traffic & transportation engineering.

The project is located in the Murphy Marketplace shopping center in the northeast quadrant of the intersection of FM 544 and FM 2551 (see **Exhibit 1**). The proposed commercial development will include the addition of four new commercial uses (two of which will be restaurants) on a currently vacant out-parcel.

This report will summarize the findings of the Traffic Circulation and Access Assessment in a request for site plan approval. This report will be provided the City of Murphy staff (Staff) for technical review to fulfill the associated requirements of the local approval process.

### Existing Conditions

#### *Site Layout*

The existing shopping center is well planned from a standpoint of minimizing the impact of site traffic on the adjacent roadways. The access to all of the businesses is provided directly from the interior drive aisles and is well away from any direct access to FM 544. All potential conflicts are confined to the shopping center itself with little or no effect on the FM 544 traffic.

#### *Site Queuing*

In order to gain a better understanding of how the existing businesses operate and, therefore, how the proposed development will interact with them, the traffic operations of the Chik-Fil-A and the bank were observed. Our experience with Chik-Fil-A restaurants has taught us that, even though Chik-Fil-A does have a breakfast operation, the lunch period is typically the busiest time of day and that Friday is often the peak day

of the week. Therefore, the site observations were made on a Friday between 11:00 am and 1:00 pm. The Chik-Fil-A is the highest traffic generator adjacent to the vacant parcel and exhibited an early lunch peak hour of 11:15-12:15. During this time, the highest accumulation of vehicles queued in the drive-thru aisle was approximately 10 vehicles, but the queue never blocked the drive aisle in front of the store or impacted site ingress and egress. In addition, although some drivers (4 or 5 vehicles) did choose to park in the adjacent bank parking lot out of convenience, empty parking spaces were available in the Chik-Fil-A lot at all times. A secondary, and somewhat smaller, peak was observed at approximately 12:20-12:30 pm.

In summary, even though the site was consistently busy during these observations, the traffic flowed well and the drive-thru did not impede parking or access to and from the restaurant.

## **Future Conditions**

### ***Proposed Development***

The proposed expansion includes the addition of four new tenants (see **Exhibit 2**):

- an Einstein Bros Bagels restaurant w/ drive-thru
- a Chipotle restaurant w/o a drive-thru
- a Supercuts and
- an undetermined use.

Only Einstein Bros will provide a drive-thru window.

### ***Potential Conflicts***

The Einstein Bagel site is directly adjacent to the existing Chik-Fil-A and bank sites and will experience the greatest potential conflict with the existing operations. However, this particular restaurant will exhibit greater breakfast traffic due to its menu options and will have a much smaller lunch peak than the Chik-Fil-A (the reverse of the Chik-Fil-A characteristics). There will be some mid-day overlap between the existing and proposed uses, but no negative impact is expected.

However, in order to minimize any possible conflict between the two drive-thru windows during the morning or lunch peak periods, to separate the traffic flows from the existing and proposed development and to better serve the proposed Einstein Bros. drive thru window, we recommend that the proposed right-in-right-out driveway on the entry drive be converted to a full access driveway to allow left turns in and out of the pad site (see **Exhibit 3**). This will allow Einstein Bros., as well as Chipotle customers, to enter without conflicting with Chik-Fil-A entering/exiting traffic and would eliminate the need for motorists to circle the entire building to access to the Einstein Bros drive-thru. Because this driveway is approximately 200' from the FM 544 intersection (which is sufficient to accommodate any potential queuing expected at the driveway) and because the adjacent interior roadway intersection is a 4-way STOP (which will meter the traffic through the driveway intersection), we do not expect any problems caused by vehicles waiting to turn into the Einstein Bros. site and blocking the inbound shopping center traffic.

## **Conclusions/Recommendations**

The purpose of the Traffic Circulation and Access Assessment is to determine the safety, mobility and operational Circulations that the proposed development and its associated access connections will have on the adjoining roadway system. The following conclusions resulted from the analysis:

- 1) The Einstein Bros drive-thru will exhibit greater breakfast traffic due to its menu options and will have a much smaller lunch peak than the Chik-Fil-A. There will be some mid-day overlap between the existing and proposed uses, but no significant conflict between the two service windows is

expected. The remainder of the proposed uses will supply adequate parking to serve their patrons, thus no parking shortage is expected.

- 2) We recommend that the proposed right-in-right-out access point on the shopping center entry drive be converted to a full access driveway (to allow left turns in and out of the site). This will allow Einstein Bros as well as Chipotle customers to enter without conflicting with Chik-Fil-A entering/exiting traffic and it would also provide significantly better access to the Einstein Bros drive-thru.

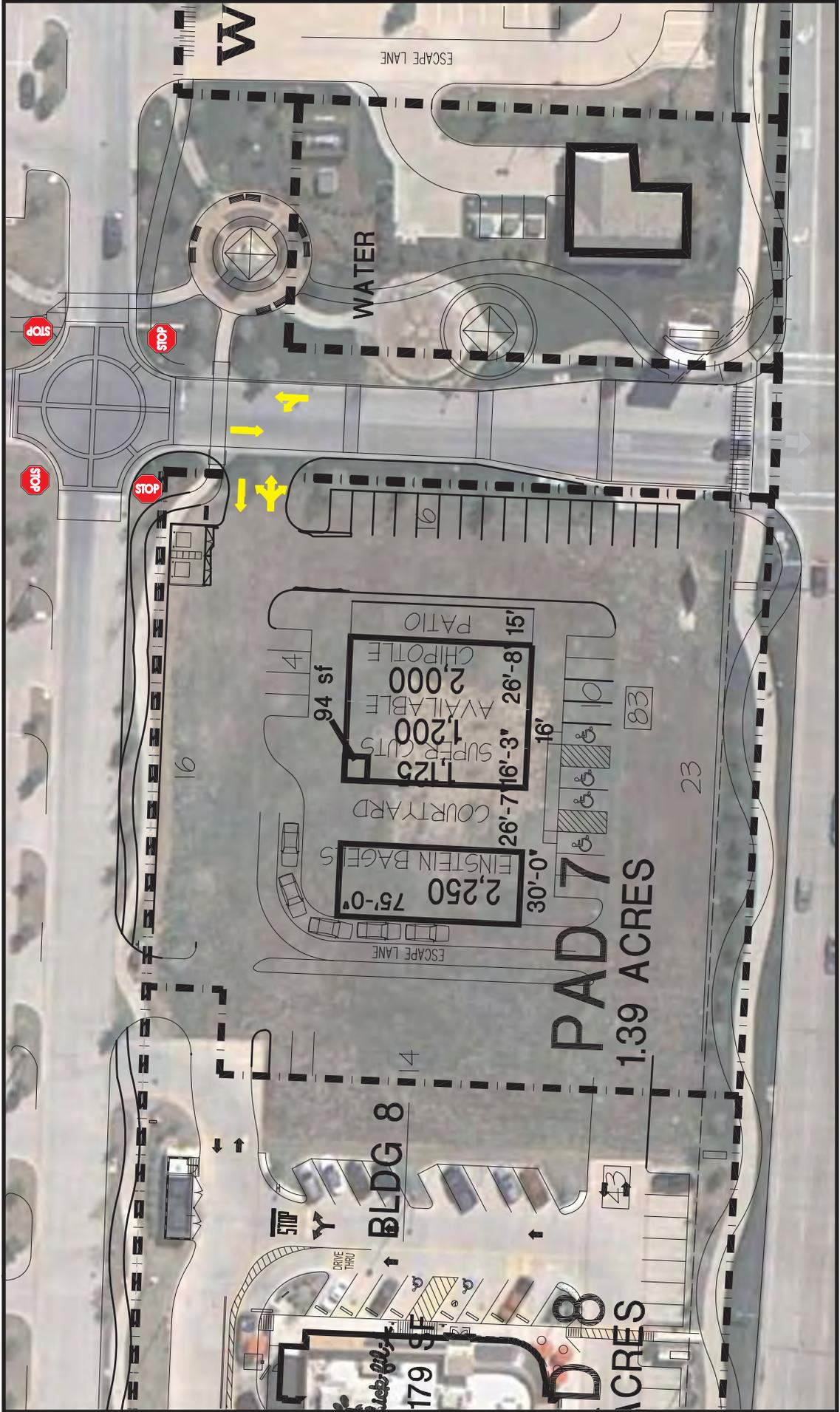
*END OF MEMO*



**EXHIBIT 1**  
Project Location







**EXHIBIT 3**  
**Recommended Driveway Modification**

**Issue**

Continue consideration and/or act upon an ordinance approving the application of ALLEN AND LOUCKS VENTURE, L.P. requesting approval of a SUP (Specific Use Permit) for a Drive-In Window for a restaurant on property zoned PD (Planned Development) District for Retail Uses on property located on 121 East FM 544, east of North Murphy Road. (ZF2001-03)

**Background**

On November 4, 2006, the City Council adopted Ordinance No. 06-11-707 creating a Planned Development District for Retail Uses with conditions. The Planned Development District was subsequently amended on October 20, 2008 (Ordinance No. 08-10-766) to allow restaurants with drive-thru windows by the approval of a SUP (Specific Use Permit) only. The applicant is proposing to develop an Einstein Bagels restaurant on the subject property. The current Planned Development District allows a restaurant with a drive-thru window only with the approval of a SUP (Specific Use Permit). Therefore, the applicant is requesting approval of a SUP (Specific Use Permit) to allow a restaurant with a drive-thru window.

Prior to this submittal, staff requested the applicant enhance the site development to include a courtyard/patio between the proposed retail spaces. The proposed courtyard is shown on the draft site plan which will be going to Planning & Zoning in September and City Council in October.

**Considerations**

On August 22, 2011, the Planning & Zoning Commission held a public hearing to consider the application requesting approval of an SUP for a Drive-In window for Einstein's Bros in Murphy Marketplace. There were no comments at the public hearing. Planning & Zoning Commission unanimously approved the SUP request.

On September 6, 2011, the City Council held a public hearing and discussed the application requesting approval of a SUP for a drive-thru window. They asked that this item come back with the site plan and also requested a representative from Einstein's be present at the October 4, 2011 meeting. City Council also requested a traffic analysis be completed for the site.

**Staff Recommendation**

Staff recommends City Council consider both the SUP item and the site plan together for discussion purposes. The reason for this is to address all concerns regarding the proposed drive-thru and traffic management. If issues are resolved, they can be addressed as conditions of the SUP. Action as appropriate on each item individually.

**Attachments**

- 1) Proposed Ordinance w Exhibit A (Location Map) and Exhibit B (SUP Conditions)
- 2) Location Map
- 3) Letter from Einstein's
- 4) Traffic Circulation Assessment as submitted by Langford Property Company

**ORDINANCE \_\_-\_\_-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE AND MAP, CHAPTER 86 OF THE CITY OF MURPHY CODE OF ORDINANCES BY APPROVING A SPECIFIC USE PERMIT FOR A RESTAURANT (DRIVE-IN) ON PROPERTY ZONED PLANNED DEVELOPMENT DISTRICT FOR RETAIL USES ON APPROXIMATELY 1.39 ACRES OUT OF THE JAMES MAXWELL SURVEY, ABSTRACT NO. 582, LOCATED IN THE CITY OF MURPHY, COLLIN COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES, APPROVING SPECIFIC USE PERMIT STANDARDS HERETO AS EXHIBIT "B"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Murphy and the City Council of the City of Murphy, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Murphy is of the opinion and finds that said changes should be granted and that the Comprehensive Zoning Ordinance should be amended;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AS FOLLOWS:**

**Section 1.** That the Comprehensive Zoning Ordinance and Map of the City of Murphy, Texas, be, and the same are hereby, amended so as to approve a Specific Use Permit for a Restaurant (Drive-In), applicable only to Einstein Bros, on property zoned PD (Planned Development) District for Retail Uses for the property described as 1.39 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy, Collin County, Texas, and more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes.

**Section 2.** That the development standards for this Specific Use Permit are attached hereto as Exhibit "B", and the same are hereby approved for said Specific Use Permit as required by Section 86-635(b), of the City of Murphy, Texas Code of Ordinances.

**Section 3.** That Chapter 86 of the City of Murphy Code of Ordinances, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**Section 4.** If any word, section, article, phrase, paragraph, sentence, clause or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of the Comprehensive Zoning Ordinance, Chapter 86 of the City of Murphy Code of Ordinances, and the remaining portions shall remain in full force and effect.

**Section 5.** Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the City of Murphy, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**Section 6.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED, APPROVED AND ADOPTED** this the 4<sup>th</sup> day of October 2011.

---

Bret M. Baldwin, Mayor  
City of Murphy

ATTEST:

---

Aimee Nemer, City Secretary  
City of Murphy

EXHIBIT A

Legal Description

STATE OF TEXAS  
COUNTY OF COLLIN

BEING all that tract of land in the City of Murphy, Collin County, Texas out of the James W. Maxwell Survey, A-582, and being all of that called 22.762 acres described in a deed to MSW Murphy Road, LLC, a Texas Limited Liability Company, recorded in Volume 4391, Page 3105 of the Deed Records of Collin County, Texas and being Lots 1, 2 and 44, Block A of the Murphy Town Center Addition, an Addition to the City of Murphy, Texas as recorded in Volume P, Page 44 of the Plat Records of Collin County, Texas and being all of that called 25.419 acres described in a deed to TYF Partnership, recorded in County Clerks Number 2000-0105494 of said Deed Records and being further described as follows

BEGINNING at a 1/2 inch steel rod found in the South R.O.W. line of Dallas Area Rapid Transit Authority R.O.W. as recorded in Volume 3424, Page 126 of said Deed Records, said point being the northeast corner of this tract and the northwest corner of the TYF Partnership Tract as recorded in County Clerk's file # 2000-0105494 of said Deed Records;

THENCE North 01 degrees 47 minutes 20 seconds East (Bearing basis), 50.06 feet along the east line of said TYF tract, to a 1/2" steel rod set for corner in the south line of said Dallas Area Rapid Transit Authority right-of-way;

THENCE South 83 degrees 58 minutes 36 seconds East, 1275.41 feet along said south line to a 1/2" steel set for corner at the northwest corner of that called 13.8031 acre tract described in a deed to Chia Yu Chen as recorded in Volume 2777, Page 672 of said Deed Records;

THENCE South 00 degrees 50 minutes 24 seconds East, 817.20 feet along the east line of said 13.8031 acre tract to a 1/2" steel set for corner on the north line of FM 544, a variable width right-of-way;

THENCE North 89 degrees 44 minutes 58 seconds West, 534.15 feet along said north line, to a TxDOT aluminum disk found for corner;

THENCE North 89 degrees 42 minutes 57 seconds West, 623.01 feet continuing along said north line, to a TxDOT aluminum disk found for corner at the beginning of a non-tangent curve to the left;

THENCE northwesterly, 4.66 feet, along said curve to the left having a radius of 9488.99 feet and a central angle of 0 degrees 01 minutes 41 seconds (chord bears North 88 degrees 36 minutes 57 seconds West, 4.66 feet) to a 1/2 inch steel rod set in said north line and at the southeast corner of that certain tract described in a deed to the North Texas Municipal Water District, (NTMWD) recorded in Volume 617, Page 255 of said Deed Records;

THENCE North 00 degrees 20 minutes 17 seconds East, 200.03 feet along the east line of said NTMWD tract, to a 1/2" steel rod set at the northeast corner of said NTMWD tract;

THENCE North 89 degrees 44 minutes 46 seconds West, 142.98 feet, along the north line of said NTMWD tract

THENCE South 01 degrees 47 minutes 20 seconds West, 198.62 feet along the West line of said TYF tract to a 5/8 inch steel rod found for corner and being on the North R.O.W. line of F.M. Highway 544 (variable width R.O.W.), said corner also being the beginning of a non-tangent curve to the right;

THENCE Northwesterly, 443.54 feet along said curve to the right having a radius of 9,489.00 feet, and a central angle of 02 degrees 40 minutes 42 seconds, (chord bears North 87 degrees 28 minutes 16 seconds West, 443.54 feet) to a TxDOT aluminum cap found for corner;

THENCE South 03 degrees 52 minutes 40 seconds West, 1.56 feet, continuing along said north R.O.W. line, to a 1/2 inch steel rod set for corner;

THENCE North 86 degrees 09 minutes 43 seconds West, 34.46 feet continuing along said north R.O.W. line, to a 1/2 inch steel rod found for corner at the southwest corner of Lot 3, Block A of said Murphy Town Center Addition and the Bank of America tract as recorded in Volume 5462, Page 2608 of said Deed Records;

THENCE North 01 degrees 47 minutes 20 seconds East, 233.32 feet along the west line of said Lot 3, to a 1/2 inch steel rod found for corner;

THENCE North 88 degrees 12 minutes 40 seconds West, 204.67 feet along the north line of said Lot 3, to a 1/2 inch steel rod found for corner;

THENCE South 01 degrees 47 minutes 20 seconds West, 226.00 feet along the west line of said Lot 3, to an "X" cut set for corner on said north R.O.W. line;

THENCE North 86 degrees 09 minutes 43 seconds West, 197.74 feet along said North R.O.W. line to a 1/2 inch steel rod found for a corner, said corner also being the beginning of a tangent curve to the right;

THENCE Northwesterly, 64.57 feet along said curve to the right having a radius of 9,614.00 feet and a central angle of 00 degrees 23 minutes 05 seconds (chord bears North 88 degrees 15 minutes 24 seconds West, 64.57), continuing along said north R.O.W. line, to a 5/8 inch steel rod found for corner;

THENCE North 83 degrees 07 minutes 19 seconds West, 16.55 feet, continuing along said north R.O.W. line to a 1/2 inch steel rod found at the southeast corner of the GTE tract as recorded in Volume 1441, Page 866 of said Deed Records;

THENCE North 02 degrees 14 minutes 54 seconds East, 189.22 feet along the east line of said GTE Tract, to a 1 inch steel rod found for corner;

THENCE North 89 degrees 12 minutes 07 seconds West, 147.88 feet, along the north line of said GTE Tract, to a 1/2 inch steel rod found for corner;

THENCE South 02 degrees 14 minutes 54 seconds West, 129.75 feet, along a west line of said GTE Tract to a 1/2 inch steel rod found for corner;

THENCE South 89 degrees 12 minutes 07 seconds East, 128.00 feet along the south line of said GTE Tract, to a 1/2 inch steel rod found for corner;

THENCE South 02 degrees 14 minutes 54 seconds West, 57.33 feet along a west line of said GTE Tract, to a 1/2 inch steel rod found for corner on said north R.O.W. line;

THENCE North 83 degrees 07 minutes 19 seconds West, 63.90 feet along said north R.O.W. line, to a ½ inch steel rod found for corner, said corner also being the beginning of a non-tangent curve to the right;

THENCE Northwesterly, 102.66 feet along said curve to the right having a radius of 9,624.00 feet and a central angle of 00 degrees 36 minutes 40 seconds (chord bears North 89 degrees 58 minutes 40 seconds West, 102.66 feet), continuing along said north R.O.W. line to a 1/2 inch steel rod found for corner;

THENCE North 44 degrees 30 minutes 05 seconds West, 28.16 feet to a ½ inch steel rod found for a corner, said corner also being the beginning of a non-tangent curve to the right and on the East R.O.W. line of Murphy Road (F.M. Highway 2551, a variable width R.O.W.);

THENCE Northeasterly, 235.97 feet along said curve to the right having a radius of 8315.00 feet and a central angle of 01 degrees 37 minutes 34 seconds (chord bears North 01 degrees 34 minutes 49 seconds East, 235.97 feet), along said east R.O.W. line to a ½ inch steel rod found at the southwest corner of the Ralph Dean Vail Tract as recorded in C.C. no. 92-0041249 of said Deed Records;

THENCE South 89 degrees 36 minutes 31 seconds East, 61.08 feet along the south line of said Vail Tract, to a 4 inch steel pipe found for corner;

THENCE North 02 degrees 24 minutes 40 seconds East, 157.42 feet along the east line of said Vail Tract to a 5/8 inch steel rod found for corner;

THENCE North 89 degrees 18 minutes 38 seconds West, 60.45 feet along the north line of said Vail Tract, to a ½ inch steel rod found for corner on said east R.O.W. line;

THENCE North 03 degrees 15 minutes 51 seconds East, 181.83 feet along said east R.O.W. line to a ½ inch steel rod found for corner;

THENCE North 02 degrees 30 minutes 13 seconds East, 157.23 feet continuing along said east R.O.W. line to a ½ inch steel rod found for corner;

THENCE South 84 degrees 58 minutes 05 seconds East, 57.13 feet to a ½ inch steel rod found for corner;

THENCE North 02 degrees 55 minutes 00 seconds East, 150.09 feet to a ½ inch steel rod found for corner;

THENCE North 84 degrees 00 minutes 00 seconds West, 58.94 feet to a ½ inch steel rod found for corner;

THENCE North 02 degrees 17 minutes 00 seconds East, 50.13 feet to a ½ inch steel rod set for corner;

THENCE South 84 degrees 00 minutes 00 seconds East, 1,160.59 feet along said South R.O.W. of the Dallas Area Rapid Transit Authority, to the POINT OF BEGINNING and containing 48.182 acres of land, more or less.

**EXHIBIT B**

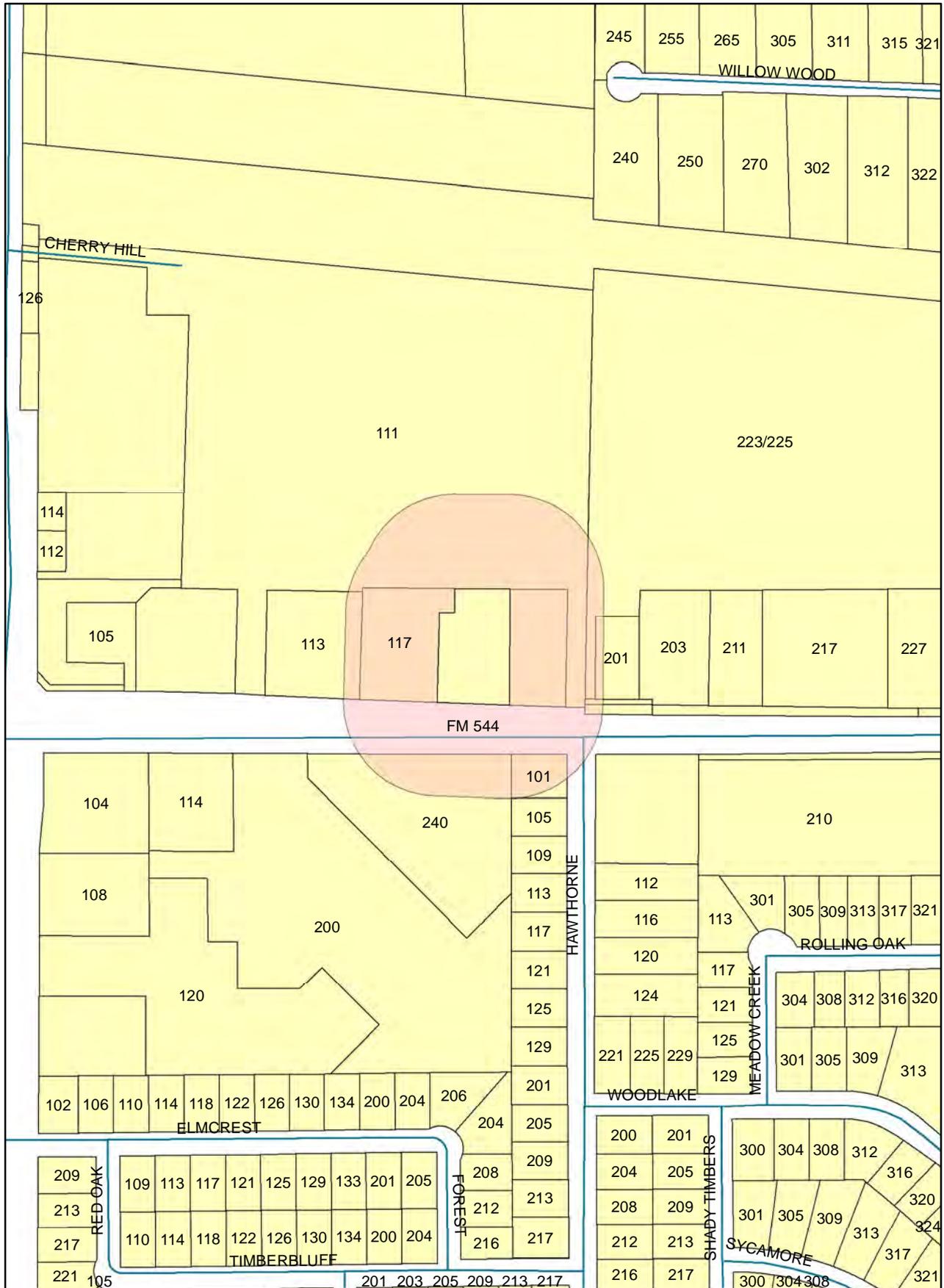
**ZONING FILE NO. 2011-03**

**East FM 544, east of North Murphy Road (FM 2551)**

**SPECIFIC USE PERMIT FOR A RESTAURANT (DRIVE-IN)**

- I. Statement of Purpose:** The purpose of this Specific Use Permit is to allow a Restaurant (Drive-In) compatible with the surrounding area.
- II. Statement of Effect:** This Specific Use Permit shall not affect any regulation found in the City of Murphy Code of Ordinances, Ordinance No. 06-12-708, as amended, except as specifically provided herein.
- III. General Regulations:** All regulations of PD (Planned Development) District No. 08-10-766 shall apply, except as otherwise specified in this ordinance.
- IV. Development Plans:**
  - A. Applicability: This Specific Use Permit shall only apply to **Einstein Bros.**

# BOA File 2011-01





Larry Lysek  
Einstein Development Department  
555 Zang Street, Suite 300  
Lakewood, CO 80228  
Office: 303-945-9834

City of Murphy

Dear Community of Murphy,

We are looking forward to bringing Einstein Bros Bagels to your community. We are anxious to proceed with the development of our newest location as quickly as possible. Please note that a condition of our approval for expansion into the Murphy market was the requirement of a drive-thru. As a company, we have incorporated the drive-thru as an essential element of our development criteria. We appreciate your consideration related to this matter and anxiously await your approval.

Sincerely,

A handwritten signature in cursive script that reads "Larry Lysek".

Larry Lysek  
Director of Development  
Einstein Noah Restaurant Group  
303-945-9834

---

# A TRAFFIC CIRCULATION ASSESSMENT FOR A PROPOSED COMMERCIAL DEVELOPMENT IN MURPHY, TEXAS

---

Prepared for:

**Langford Property Company**

5924 Twin Coves  
Dallas, TX 75248

Prepared by:



Texas Registered Engineering Firm F-3199  
*Engineers Planners*  
400 South Houston Street  
Suite 330 Union Station  
Dallas, Texas 75202  
Phone: 214-748-6740  
Fax: 214-748-7037



September 22, 2011

DeShazo #11151

## TECHNICAL MEMORANDUM

**To:** Mr. Eric Langford  
Langford Property Company

**From:** DeShazo Group, Inc.

**Date:** September 22, 2011

**Re:** **Traffic Circulation Assessment for a Proposed Commercial Development in Murphy, Texas (DeShazo #11055)**

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### Introduction

The services of DeShazo Group, Inc. (DeShazo) were retained by Langford Property Company to conduct a Traffic Circulation Assessment for a proposed Commercial development (Project) located in Murphy, Texas. DeShazo is an engineering consulting firm providing licensed engineers skilled in the field of traffic & transportation engineering.

The project is located in the Murphy Marketplace shopping center in the northeast quadrant of the intersection of FM 544 and FM 2551 (see **Exhibit 1**). The proposed commercial development will include the addition of four new commercial uses (two of which will be restaurants) on a currently vacant out-parcel.

This report will summarize the findings of the Traffic Circulation and Access Assessment in a request for site plan approval. This report will be provided the City of Murphy staff (Staff) for technical review to fulfill the associated requirements of the local approval process.

### Existing Conditions

#### *Site Layout*

The existing shopping center is well planned from a standpoint of minimizing the impact of site traffic on the adjacent roadways. The access to all of the businesses is provided directly from the interior drive aisles and is well away from any direct access to FM 544. All potential conflicts are confined to the shopping center itself with little or no effect on the FM 544 traffic.

#### *Site Queuing*

In order to gain a better understanding of how the existing businesses operate and, therefore, how the proposed development will interact with them, the traffic operations of the Chik-Fil-A and the bank were observed. Our experience with Chik-Fil-A restaurants has taught us that, even though Chik-Fil-A does have a breakfast operation, the lunch period is typically the busiest time of day and that Friday is often the peak day

of the week. Therefore, the site observations were made on a Friday between 11:00 am and 1:00 pm. The Chik-Fil-A is the highest traffic generator adjacent to the vacant parcel and exhibited an early lunch peak hour of 11:15-12:15. During this time, the highest accumulation of vehicles queued in the drive-thru aisle was approximately 10 vehicles, but the queue never blocked the drive aisle in front of the store or impacted site ingress and egress. In addition, although some drivers (4 or 5 vehicles) did choose to park in the adjacent bank parking lot out of convenience, empty parking spaces were available in the Chik-Fil-A lot at all times. A secondary, and somewhat smaller, peak was observed at approximately 12:20-12:30 pm.

In summary, even though the site was consistently busy during these observations, the traffic flowed well and the drive-thru did not impede parking or access to and from the restaurant.

## **Future Conditions**

### ***Proposed Development***

The proposed expansion includes the addition of four new tenants (see **Exhibit 2**):

- an Einstein Bros Bagels restaurant w/ drive-thru
- a Chipotle restaurant w/o a drive-thru
- a Supercuts and
- an undetermined use.

Only Einstein Bros will provide a drive-thru window.

### ***Potential Conflicts***

The Einstein Bagel site is directly adjacent to the existing Chik-Fil-A and bank sites and will experience the greatest potential conflict with the existing operations. However, this particular restaurant will exhibit greater breakfast traffic due to its menu options and will have a much smaller lunch peak than the Chik-Fil-A (the reverse of the Chik-Fil-A characteristics). There will be some mid-day overlap between the existing and proposed uses, but no negative impact is expected.

However, in order to minimize any possible conflict between the two drive-thru windows during the morning or lunch peak periods, to separate the traffic flows from the existing and proposed development and to better serve the proposed Einstein Bros. drive thru window, we recommend that the proposed right-in-right-out driveway on the entry drive be converted to a full access driveway to allow left turns in and out of the pad site (see **Exhibit 3**). This will allow Einstein Bros., as well as Chipotle customers, to enter without conflicting with Chik-Fil-A entering/exiting traffic and would eliminate the need for motorists to circle the entire building to access to the Einstein Bros drive-thru. Because this driveway is approximately 200' from the FM 544 intersection (which is sufficient to accommodate any potential queuing expected at the driveway) and because the adjacent interior roadway intersection is a 4-way STOP (which will meter the traffic through the driveway intersection), we do not expect any problems caused by vehicles waiting to turn into the Einstein Bros. site and blocking the inbound shopping center traffic.

## **Conclusions/Recommendations**

The purpose of the Traffic Circulation and Access Assessment is to determine the safety, mobility and operational Circulations that the proposed development and its associated access connections will have on the adjoining roadway system. The following conclusions resulted from the analysis:

- 1) The Einstein Bros drive-thru will exhibit greater breakfast traffic due to its menu options and will have a much smaller lunch peak than the Chik-Fil-A. There will be some mid-day overlap between the existing and proposed uses, but no significant conflict between the two service windows is

expected. The remainder of the proposed uses will supply adequate parking to serve their patrons, thus no parking shortage is expected.

- 2) We recommend that the proposed right-in-right-out access point on the shopping center entry drive be converted to a full access driveway (to allow left turns in and out of the site). This will allow Einstein Bros as well as Chipotle customers to enter without conflicting with Chik-Fil-A entering/exiting traffic and it would also provide significantly better access to the Einstein Bros drive-thru.

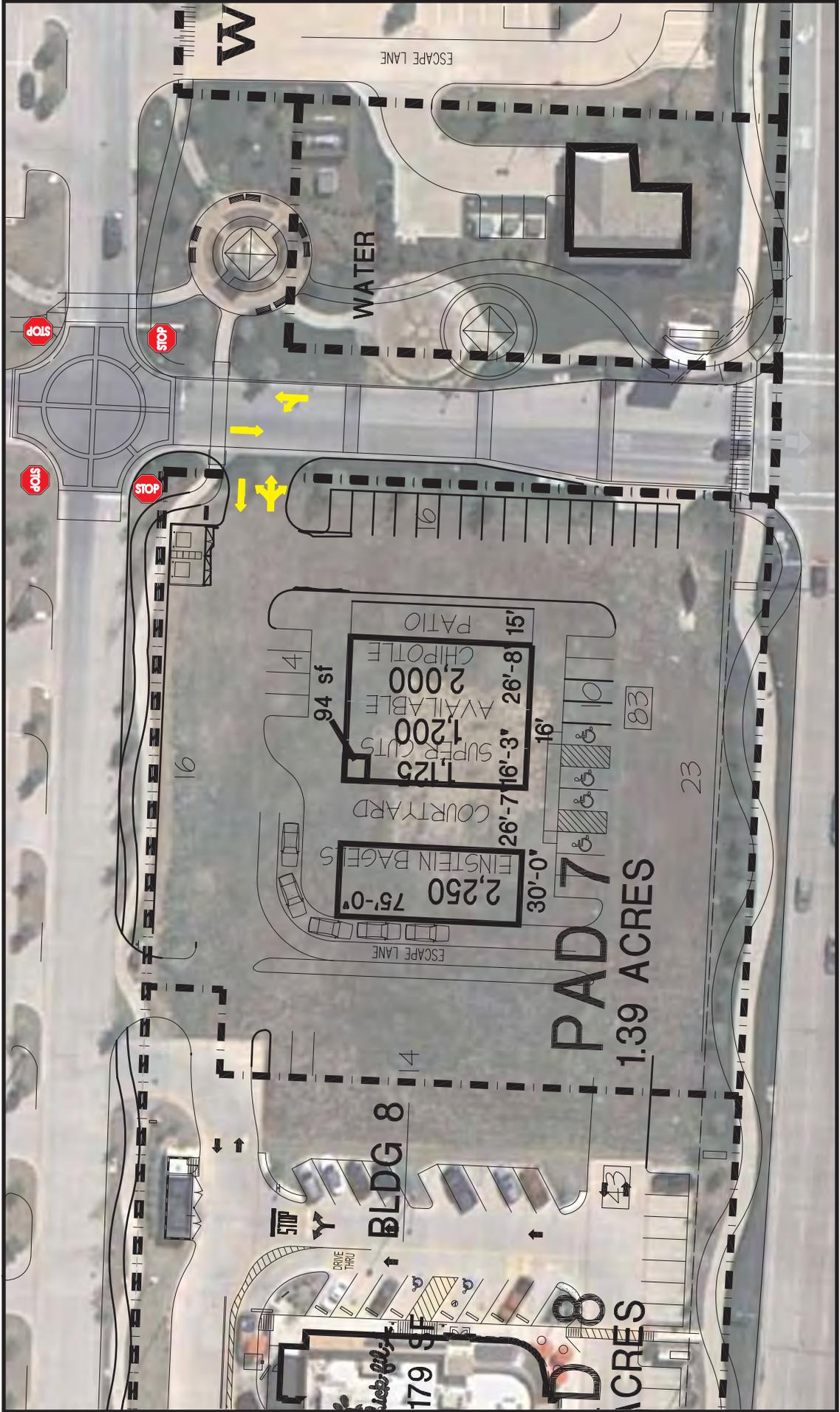
*END OF MEMO*



**EXHIBIT 1**  
Project Location







**EXHIBIT 3**  
**Recommended Driveway Modification**

**Issue**

Consider and/or act upon reallocation of the 2008 park and trail bond funds.

**Background**

In 2008 the citizens approved \$7 million of park construction, land acquisition, and hike and bike trail improvements. The City sold \$4 million in 2009; \$1.5 million in 2010; and \$1.5 million in 2011. The City has added park grants, Safe Routes to Schools grants, and park dedication fees to supplement the bond funds. In 2009, four neighborhood parks were upgraded, added to, or built new – Aviary Park, North Hill Park – Phase II, Brentwood Park, and Travis Farm Park. In 2010, planning and design began on Liberty Ridge Park, Timbers Nature Preserve Park (City Park and Bunny Run including east/west ONCOR hike and bike trail), and Murphy Central Park (including expansion on Maxwell Creek hike and bike trail south to Murphy Marketplace). In 2012, a trail connection in Brentwood is scheduled to be added. In 2013, a phase III project for North Hill Park is projected to complete all the bond funded improvements.

Tonight, the Timbers Nature Preserve Park and Liberty Ridge Park will be reviewed.

**Financial Considerations**

In April, City Council reallocated some funds to construct the 2010-2011 projects now ready for construction - Liberty Ridge Park, Timbers Nature Preserve Park (City Park/Bunny Run including east/west ONCOR hike and bike trail), and Murphy Central Park (including expansion on Maxwell Creek hike and bike trail south to Murphy Marketplace). In August, council requested the results of the Timbers Nature Preserve drainage to be presented before more funds were reallocated. With additional planning and design requested now complete, the project budgets need to be reviewed and reallocation of funds considered.

**Staff Recommendation**

Staff recommends the reallocation of Bond funds for the projects remaining as attached.

**Attachments**

- 1) CIP Bond Spreadsheet of Park Projects

*Kim Lenoir, Director of Parks and Public Works*  
**Submitted By**

*James Fisher, City Manager*  
**City Manager Approval**

**CITY OF MURPHY**  
**Bond Approval 2008 Summary**

	2008 Planning Budgets (Bonds only)	Total Funds Available	Total Expenditures and Encumbrances	Recommended Transfers	Funds Available 8/31/2011	Council Allocations 3/1/11	Recommended Reallocation 10/2011	NEW Collin County 10/2011	NEW Safe Routes To Schools 2012	NEW TPWD 2012	Total Estimated Budget	Central Park Budget	Liberty Ridge Park	Bunny Run
Aviary Park	600,000	500,000	446,994	(47,040)	100,046	0	0				0			
Brentwood Park	200,000	100,000	140,369	(5,460)	(34,909)	0	0		50,000		50,000			
Gables Park (North Hill Park)	1,500,000	1,500,000	653,133	(32,718)	814,149	120,000	120,000				120,000			
Murphy Central Park		1,000,000	308,999		691,001	1,100,000	1,600,000	500,000			2,100,000	2,100,000		
Bunny Run Park (Timbers)	1,220,000	1,000,000	131,964		868,036	600,000	600,000			500,000	1,100,000			1,100,000
Skyline Park (Travis Farm)	280,000	341,000	423,639	(36,036)	(46,603)	0	0				0			
Liberty Ridge/Rolling Ridge Park	300,000	300,000	99,291		200,709	750,000	650,000				650,000		650,000	
Trails Project Undesignated	1,900,000	1,900,000	168,765	121,254	1,852,489	1,808,815					0			
Trails A (Timbers/Oncor)							1,000,000				1,000,000			1,000,000
Trails B (MCP/Maxwell Cr)							374,918		258,000		632,918	632,918		
Trails C (Liberty/Rolling Ridge)							100,000				100,000		100,000	
Land Acquisition	1,500,000	1,500,000	1,393,159		106,841	67,623	106,841				106,841			
Unknown Project						346,549					0			
<b>Total Parks</b>	<b>7,500,000</b>	<b>8,141,000</b>	<b>3,766,313</b>	<b>0</b>	<b>4,551,759</b>	<b>4,792,987</b>	<b>4,551,759</b>	<b>500,000</b>	<b>308,000</b>	<b>500,000</b>	<b>5,859,759</b>	<b>2,732,918</b>	<b>750,000</b>	<b>2,100,000</b>

**Issue**

Consider and/ or act upon authorizing the HOK to proceed with bidding Liberty Ridge Park construction project.

**Background**

The Liberty Ridge Park renovation is a 2008 Bond project approved by the voters. In December 2010, City Council received a concept plan from HOK Park Planners. March 1, City Council hired HOK to prepare construction documents with the limit of a \$750,000 construction budget. In August a pavilion design was presented and Council requested a re-design. HOK will be present to discuss the final design plans in order to proceed with bidding the project.

**Financial Considerations**

Council approved a Liberty Ridge Park renovations budget of \$750,000 for construction and design from bond funds.

***Funding:***

2011 bond issue	650,000
Trails	<u>100,000</u>
Total Funds Available	<u>\$750,000</u>

***Expenditures:***

Total Expenditures	<u>70,545</u>
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***Encumbrances:***

Total Encumbrances	<u>57,459</u>
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Total Expenditures and Encumbrances 128,003

**Funds Available** \$621,997

Current base bid construction estimate is \$673,000 and with possible alternatives cost are estimated at \$730,000. Final cost will be determined once the project is bid. Bids will return to City Council for final award.

**Staff Recommendation**

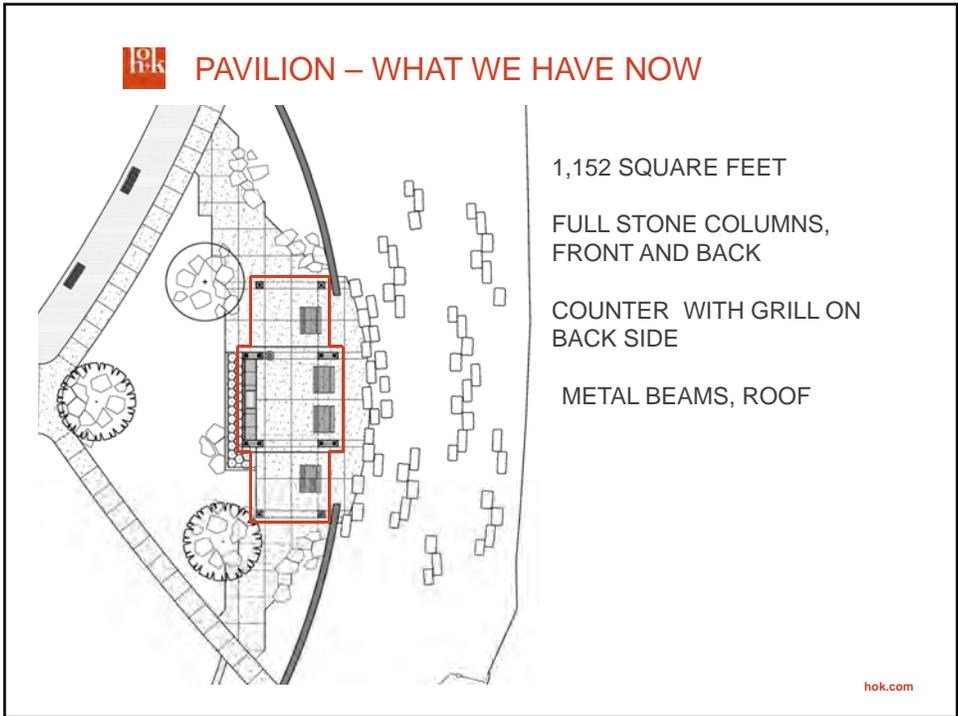
Staff recommends that HOK proceed with bidding.

**Attachments**

- 1) Presentation of the plans

Kim Lenoir, Director of Parks and Public Works  
**Submitted By**

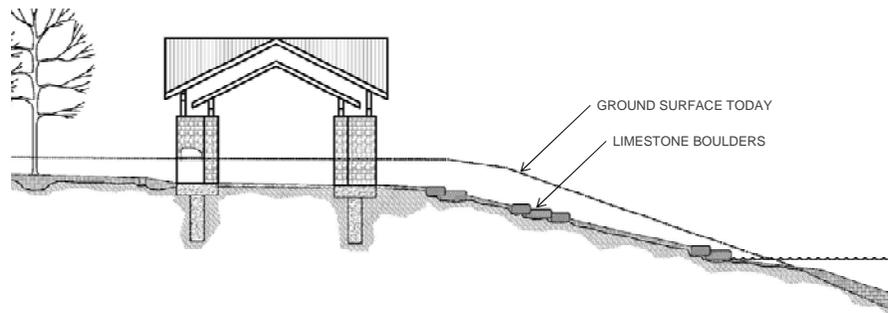
James Fisher, City Manager  
**Approved by**





## PAVILION – WHAT WE HAVE NOW

- ORIENTED FOR ELEVATED VIEWS OVER THE LAKE



hok.com



## PAVILION – WHAT WE HAVE NOW





## PAVILION – WHAT WE HAVE NOW

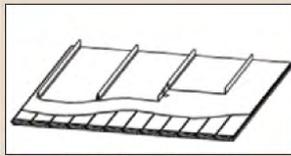


## ROOF – “MULTI-RIB”





## ROOF – “STANDING SEAM WITH T&G”



Standing Seam Over T&G



hok.com



## OTHER MATERIALS



STONE TYPE & PATTERN



SCORED, ROCK SALT FINISH CONCRETE

hok.com

**hok** COLORS



**Mansard Brown**

ROOF COLORS



**Patrician Bronze**  
RAL 080 20 10



**Dark Bronze**



**Surrey Beige**  
RAL 70 70 10

FRAME COLORS



**Canvas Taupe**  
RAL 080 60 10



**Coastal Khaki**  
RAL 070 50 10

[hok.com](http://hok.com)

**hok** COST FACTORS

\$95,000 - \$100,000 FOR 'MULTI-RIB' ROOF



\$120,000 - \$125,000 FOR 'STANDING SEAM'



[hok.com](http://hok.com)



## COST SUMMARY

Pavilion	\$123,000*
Playground	\$150,000*
<u>Remainder of Park</u>	<u>\$400,000</u>
Base Bid Total	\$673,000

Alt #1 – Flagstone Accents @ Pavilion	\$ 9,000
Alt #2 – Flagstone Accents @ Pier	\$ 4,000
Alt #3 – New vs Salvaged Fence	\$ 14,000
Alt #4 – Dredging Silt from Pond	\$ 30,000

<u>Potential Total with Alternates</u>	<u>\$730,000</u>
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\*Buy Board items for minor cost savings

**Issue**

Consider and/ or act upon authorizing the HOK to proceed with construction plans for Timbers Nature Preserve Park and trail project.

**Background**

The Timbers Nature Preserve Park (City Park/Bunny Run and ONCOR hike and bike trail) renovation and new construction is a 2008 Bond project approved by the voters. In December 2010, City Council received a concept plan from HOK Park Planners. March 1, City Council hired HOK to prepare only a drainage study. ONCOR, HOK, and city staff have been working together on the details for the plans in the ONCOR easement. ONCOR will review final trail plans and an agreement will then be developed for the City to consider. HOK will be present to discuss the drainage study findings to date. The drainage study is not complete because more surveying is needed offsite and actual construction plans will be needed to complete the final calculations for the FEMA and Corp of Engineers permits.

**Financial Considerations**

Timbers Nature Preserve Park and trail improvements budget is from bond funds. Over the next 9 months HOK can proceed with FEMA permits and construction plans.

***Funding:***

2008 bond issue parks	600,000
2008 trails bonds	<u>1,000,000</u>
Total Funds Available	<u>\$1,600,000</u>

***Expenditures:***

Total Expenditures	<u>95,462</u>
Total Encumbrances	<u>49,244</u>
Total Expenditures and Encumbrances	144,706

<b>Funds Available</b>	<u><u>\$1,455,294</u></u>
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**Staff Recommendation**

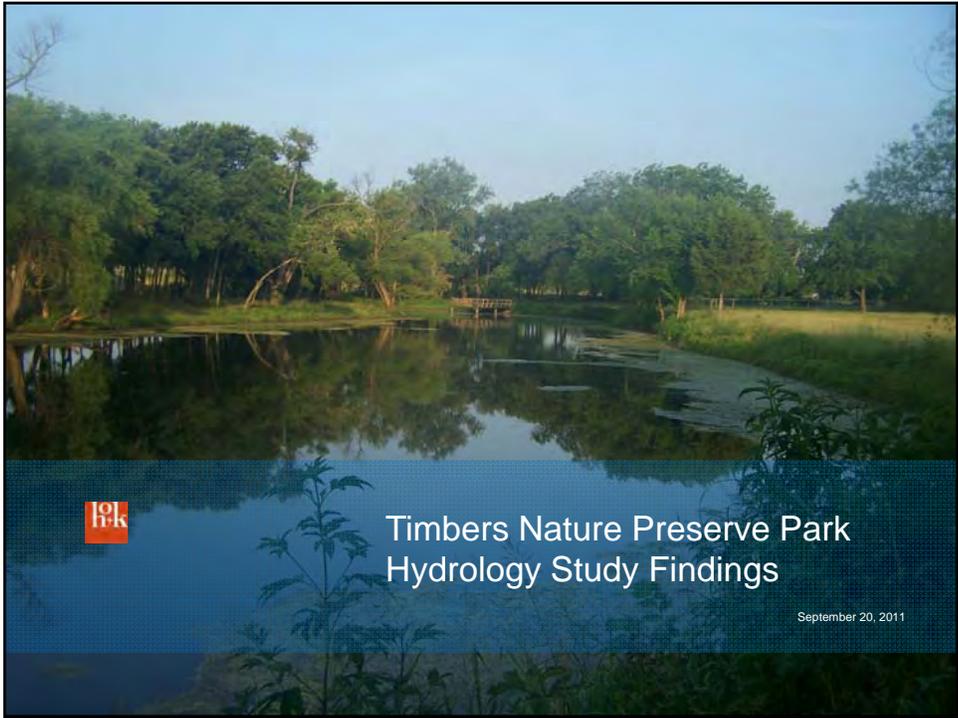
Staff recommends that HOK proceed with completing the drainage study, acquiring the FEMA permit, and preparing construction documents.

**Attachments**

- 1) Presentation of the drainage issues and park planning update

Kim Lenoir, Director of Parks and Public Works  
**Submitted By**

James Fisher, City Manager  
**Approved by**



# Timbers Nature Preserve Park Hydrology Study Findings

September 20, 2011

## Goals of the Preliminary Study

VERIFY WE CAN COMPLETE THE MASTER PLAN AS DESIGNED:



- 1 PLAYFIELDS  
• 2 Softball Fields  
• 1 Full Size Softball Field  
• 1 Full Size Baseball Field
- 2 OUTDOOR CLASSROOM  
• 1 Covered Seating Area  
• 1 Covered Seating Area  
• 1 Covered Seating Area
- 3 STREAM STABILIZATION  
• 10' Concrete Channel  
• 10' Concrete Channel  
• 10' Concrete Channel
- 4 POND TRAIL LOOP  
• 10' Concrete Loop Around Pond & Accessory
- 5 STREAM STABILIZATION  
• 10' Concrete Channel  
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## What We Can't Do:

EXPAND THE POND BECAUSE:

- Would have to obtain official water rights for all expanded area
- Re-construct the dam to new TCEQ standards

Red Area: Previously proposed pond expansion area



## Hydrological Necessities:

AFTER NUMEROUS OPTIONS STUDIED, THE TASKS REQUIRED TO COMPLETE THE IMPROVEMENTS AT TIMBERS PRESERVE ARE:

1. Re-route/restore drainage to original channel
2. Widen and reshape drainage in two major locations
3. Stabilize existing pond overflow and outfall
4. Modify culverts in City Park
5. Re-grade City Park fields and swale

Get an "Individual Permit" through the U.S. Army Corp of Engineers

Get a "CLOMR" (conditional letter of map revision) through FEMA

Get a "LOMR" (letter of map revision) through FEMA



## What We Found

CURRENTLY FIELDS ARE INUNDATED EVERY 3" RAIN IN 24 HOURS (2 YR STORM):

IF WE:

- We raise the east field 12"
- Repair the channel on the west field
- Re-route storm water flow and modify culverts

FIELDS ARE INUNDATED EVERY 6.5" RAIN IN 24 HOURS (10 YR STORM):



Red Line: Water level after 4" rain in 24 hours

Blue Line: Water level after 8" rain in 24 hours

## What We Found:

WE PROPOSED:

- Extending box culverts past the playground area to make it look better, avoid undesirable 'critters', and ease maintenance

EXTENDING THE CULVERT PAST THE PLAYGROUND IS A PERMIT PROBLEM:

- U.S. Army Corp wants 'permeable' solution
- If we give it to them, they will look more favorably on other improvements



## What We Found:

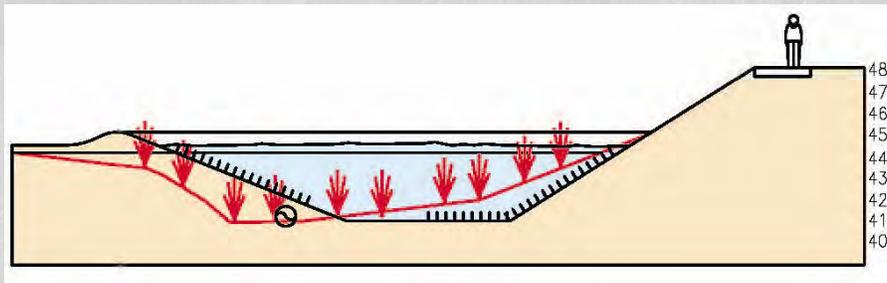
### REVISED SOLUTION:

- Add small drain pipe so channel bottom stays dry except during storms
- Re-grade channel with reinforced turf

### BENEFITS:

- Easy to mow and maintain
- Improves flood elevation on the fields
- Less Expensive
- Limits cost and area of required environmental remediation by U.S.A.C.E.

Red: Existing condition      Black: Proposed condition



## What We Found:

### RE-ROUTING THE STORM WATER:

- Needed to dry out ball fields, reduce erosion, provide educational opportunities

Red: Existing condition      Blue: Proposed condition (original stream route)



## What We Found:

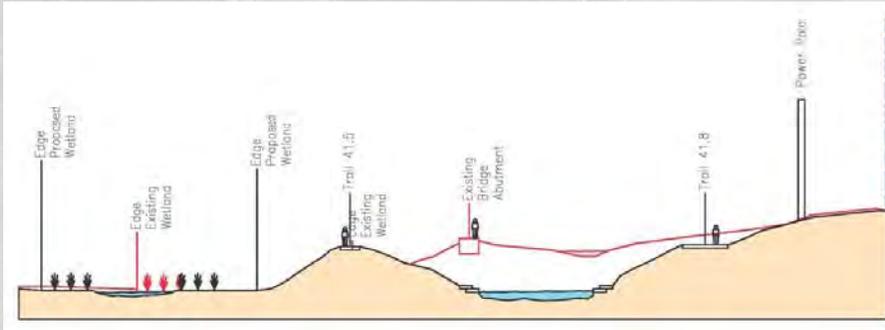
### RE ROUTING THE STORM WATER BENEFITS:

- Reduces erosion
- Provides settling ponds for silt
- Improves aesthetics
- Creates learning opportunities for preserve

LETS US DO NEEDED IMPROVEMENTS AS A 'RESTORATION' PROJECT (AS VIEWED BY THE U.S.A.C.E.)

Red: Existing condition

Black: Proposed condition



## What We Found:

### EXISTING CHANNEL:

- Eroded, overgrown and unattractive



### PROPOSED RE ROUTED DRAINAGE

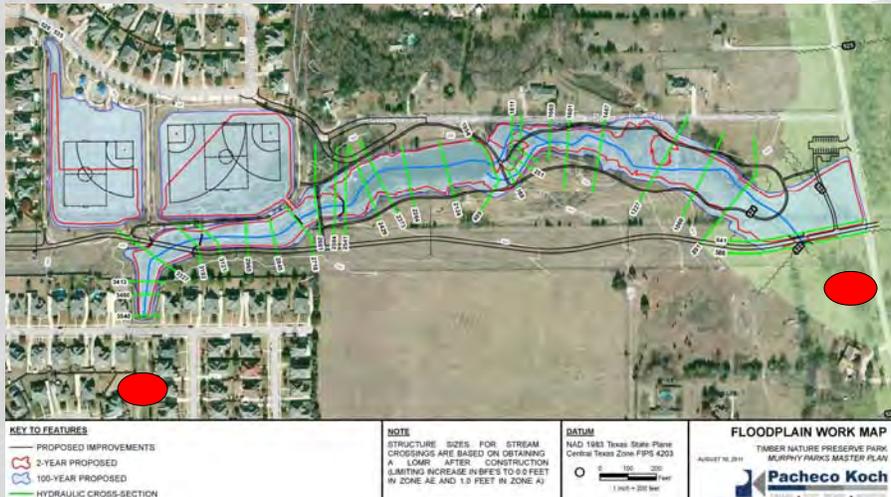
- Maintainable, attractive and improved drainage performance



## What We Found:

### PERMIT ISSUES:

- Missing hydrologic data required by FEMA (red ovals)



## What We Found:

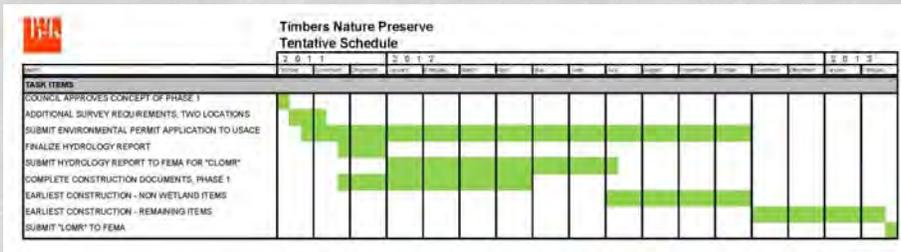
### RESOLVING THE MISSING DATA:

- Need additional topographical survey in both areas
- Must provide FEMA with a CLOMR (conditional letter of map revision) that shows how our project meshes with the missing data before construction
- Provide a post-construction survey to verify we did what we said we would



## What Now?

- Step #1: Council approves preliminary study results
- Step #2: Additional survey in two locations
- Step #3: Submit Environmental Findings for "Individual Permit" to U.S.A.C.E.
- Step #4: Finalize hydrology report with missing data
- Step #5: Submit report to FEMA for CLOMR
- Step #6: Design Detailed Plans for Improvements
- Step #7: Construction of Improvements
- Step #8: Submit LOMR to FEMA



## Project Costs:

MASTER PLAN WHEN APPROVED: \$2,370,000

### AFTER HYDROLOGICAL STUDY:

- Cost deduct: No pond expansion: (\$ 160,000)
- Cost deduct: Mowable channel vs. box culvert (\$ 65,000)
- Cost deduct: Box culverts vs. 2<sup>nd</sup> 14' bridge (\$ 125,000)
- Cost deduct: Fishing pier on pond expansion (\$ 30,000)
- Cost add: Stone channel stabilization/weirs \$ 220,000

ESTIMATED COSTS OF AFTER ADDS AND DEDUCTS: \$2,210,000

## Project Costs:

MASTER PLAN SHOWS \$2,210,000 IN TOTAL CONSTRUCTION VALUE, COMPLETE:

- Typical project "soft" costs for all consulting, permitting, design, reports:
  - 15% of construction value = **\$331,500**

WHAT YOU HAVE SPENT (includes expenses):

• Topographical Survey	\$ 17,000
• Master Plan/Public Meetings	\$ 37,000
• Hydrology and Hydraulics	\$ 43,000
• <u>Environmental Permitting</u>	<u>\$ 17,000</u>
Spent to Date:	\$ 114,000

WHAT IS NEEDED IN NEXT 9 MONTHS TO PROCEED:

• Missing FEMA Survey	\$ 15,000*
• Missing FEMA Data Analysis	\$ 25,000*
• Detailed Arch/Eng Fees	\$ 150,000
• <u>Environmental Impact Fees</u>	<u>\$ 20,000*</u>
9 Month Subtotal:	\$ 210,000 *Non-typical expenses

CONSTRUCTION EXPENSES:

• <u>Construction Administration</u>	<u>\$ 50,000</u>
9 Month Subtotal:	\$ 50,000

**TOTAL ANTICIPATED "SOFT COSTS": \$ 374,000**

(+/- 57% under w/o non-typical expenses, +/- 13% over with non-typical expenses)

**Issue**

Consider and/or act upon approval of a resolution designating Timbers Nature Preserve Park and The Preserve on Maxwell Creek Trails as designated wildlife habitats.

**Background**

After direction/discussion from the City Council, a policy/process for designating wildlife habitats in city parks was requested. There was concern expressed that volunteer groups could abandon projects and the city desires not to be associated with the National Wildlife Federation (NWF). In July, the Parks and Recreation Board discussed and recommend designating only *Timbers Nature Preserve Park* and *The Preserve on Maxwell Creek Trails* as “designated wildlife habitats.”

What are the criteria for designating wildlife habitats? Since both of these parks include, or will include, dedicated open space in perpetuity (by plat or deed) per the respective Texas Parks and Wildlife grant projects, they both naturally include wildlife habitats. Both parks are on creeks and include large acreage. Both parks include improved natural areas that have environmental education kiosks, nature trails, and education/demonstration sites. City staff coordinates with Texas Parks and Wildlife professionals to insure that any proposed improvements are beneficial to the wildlife/nature area and that all state and federal regulations are met.

Who will maintain? These two designated wildlife habitat sites/parks will be developed and maintained by the city park staff. All volunteer projects proposed to enhance these areas will be reviewed and approved on case by case bases by the Director of Parks and the City Manager. Staff will accept written proposals for community project ideas, like the Eagle Scout did for the nature trail that was repaired at The Preserve in December 2010. The Friends of the Parks program is also an ongoing way for citizens to get involved. Currently a business has adopted *The Preserve* and have underway a seeding and maintenance program for the native grass and wildflower area. Due to the limited park staff, partnerships are necessary to maintain these enhancements to our park system and the city wants to encourage hands on involvement from the citizens to support the park system.

Previously the Park and Recreation Board had recommended that Council allow citizens to adopt and certify wildlife areas with the NWF in any city park. In July, the Park Board approved a motion to withdraw any implied applications with the National Wildlife Federation for wildlife habitats and that any wildlife habitat projects will be developed only under the existing Friends of the Parks program. Motion passed 5-0.

**Financial Considerations**

Long term maintenance cost is the key financial concern of any wildlife habitat program. Wildlife habitat management and upkeep is a natural element of The Preserve at Maxwell Creek and the Timbers Nature Preserve Park and is included in the annual operating budget.

**Staff Recommendation**

Staff recommends approval of the resolution.

**Attachment**

- 1) Resolution

*Kim Lenoir, Director of Parks and Public Works*  
**Submitted By**

*James Fisher, City Manager*  
**City Manager Approval**

**RESOLUTION NO. 00-R-000**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE DESIGNATION OF WILDLIFE HABITATS.**

**WHEREAS**, the City Council desires to encourage and support wildlife habitats in the City of Murphy park system; and

**WHEREAS**, the City Council desires to maintain wildlife habitats in the City of Murphy; and

**WHEREAS**, the City Council desires to encourage community groups and volunteers to develop and maintain wildlife habitats in the City of Murphy; and

**WHEREAS**, the City Council applied for and received Texas Parks and Wildlife Grants that included open space and nature areas for the City of Murphy park system; and

**WHEREAS**, the City of Murphy desires to designate two park sites that are natural wildlife habitats.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

**SECTION 1.** That the City Council hereby designates The Preserve at Maxwell Creek and the Timbers Nature Preserve Park as managed “wildlife habitats” for the City of Murphy.

**SECTION 2.** That the City Council hereby supports and encourages *The Friends of the Parks* program as a way for citizens and organizations to get involved and support the designated “wildlife habitats” for the City of Murphy.

**DULY RESOLVED** by the City Council of the City of Murphy, Collin County, Texas, on this the 4th day of October, 2011.

**APPROVED:**

\_\_\_\_\_  
**Bret M. Baldwin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Aimee Nemer, City Secretary**

**Issue**

Consider and/ or act upon authorizing the City Manager to approve change orders, furniture, fixtures, security, and audiovisual expenses for the Murphy Community Center.

**Background**

The old city hall/school building renovation is a 2008 Bond project approved by the voters. In January 2010, Murphy was awarded a \$750,000 indoor recreation grant from Texas Parks and Wildlife Department for the renovation of the building to become the Murphy Community Center. WHR Architects were hired in April 2010 to prepare concept plans for the community center project. On July 6, 2010, WHR Architects was hired to prepare construction documents. The construction contract bid was awarded in January 2011 to Modern Contractors. Construction project is now 60% complete. Grand opening is scheduled for Saturday, January 28, 2012.

City Council approved several construction change orders in July. As a status report from the City Council meeting of July 5, 2011, the contractor was able to find the historic period brick; therefore, brick harvesting from the back of the building and cast stone installation was not required, saving \$10,000. Also the contractor was trying to salvage the old wooden gym floor, it was discovered to be in poor condition with dry rot, splitting, and splintering; therefore, the dance room will have the new wooden floor as originally planned/bid, not the salvage original gym floor. The council agreed and added services to WHR Architects contract to convert the lobby to the open concept and include a double front door versus the single front door. The council also agreed with the suggestion to install historic-like doors with windows for the classrooms versus the solid panel doors.

On August 25, the Community Center Committee of Scott Bradley, Dennis Richmond (not present), Richard Arvizu (citizen), Julia Baldwin (Park Board), Cary Walker (MCDC) and staff met to review the construction progress, tour the building, discussed the contract change orders, review the audiovisual plans, and review the furniture plans. The committee suggested revisions to the audiovisual proposal and discussed phasing in the plan if funding was not available. The suggestions below for the change orders and expenses under consideration below are from the staff, contractor, architect, and city council.

**Financial Considerations**

Currently funds are available with the budgeted contingency fund and FY 2012 4B MCDC funds.

**Murphy Community Center**

*Funding:*

2008 bond issue	2,500,000
Grant - TPWD	750,000
SECO Grant – Roof Material	57,576

4B Grant (awarded 2009)	25,000
4B Grant (awarded 2012)	<u>250,000</u>
Total Funds Available	<u>3,582,576</u>

*Expenditures:*

Total Expenditures	<u>1,686,626</u>
Total Encumbrances	<u>1,624,701</u>

Total Expenditures and Encumbrances	<u>3,311,327</u>
-------------------------------------	------------------

Funds Available (8/31/11)	<u>271,249</u>
Remaining Unused CO \$	<u>43,515.81</u>

*Projected Needs:*

Physical Access Control System and Video Surveillance/Phones/Switches	60,000
AV Equipment (A.2)	120,000
Furniture/Fixtures – original budget	<u>250,000</u>
Total Projected Needs	<u>430,000</u>

*Alternate Projected Needs:*

	60,000
B.2	106,000
Plan B	<u>100,000</u>
	<u>266,000</u>

Projected balance (158,751) 5,249  
 Available contingency to date, assuming approval of expenses proposed below will total \$43,515.81.

**Staff Recommendation**

The Committee and staff recommend the following change orders and purchases:

- 1) Change Order 15R1 - Purchase 7 historical type interior doors for classrooms and offices with 9-pane windows versus solid panel doors, add \$2,452.95
- 2) Change Order 23R – Adding additional roller shades for all windows \$3,229.25
- 3) Change Order 21 – Open Lobby, double entry doors, added outlets \$18,487.59
- 4) Change Order 31R – Coat exterior cast stone with mineral stain \$7,931.00
- 5) Purchase & install video surveillance, access controls, phones, switches - \$60,000
- 6) Purchase & install audio-visual equipment (plan A.1 is wired, delay purchase of some equipment) – Plan B.2 - \$106,000
- 7) Purchase & install furniture (no tables or chairs for gym) – Plan B - \$100,000

**Attachments**

- 1) Furniture Design Package prepared by WHR Interior Designers
- 2) Change Orders 15R1, 21, 23R, 31R

Kim Lenoir, Director of Parks and Public Works  
**Submitted By**

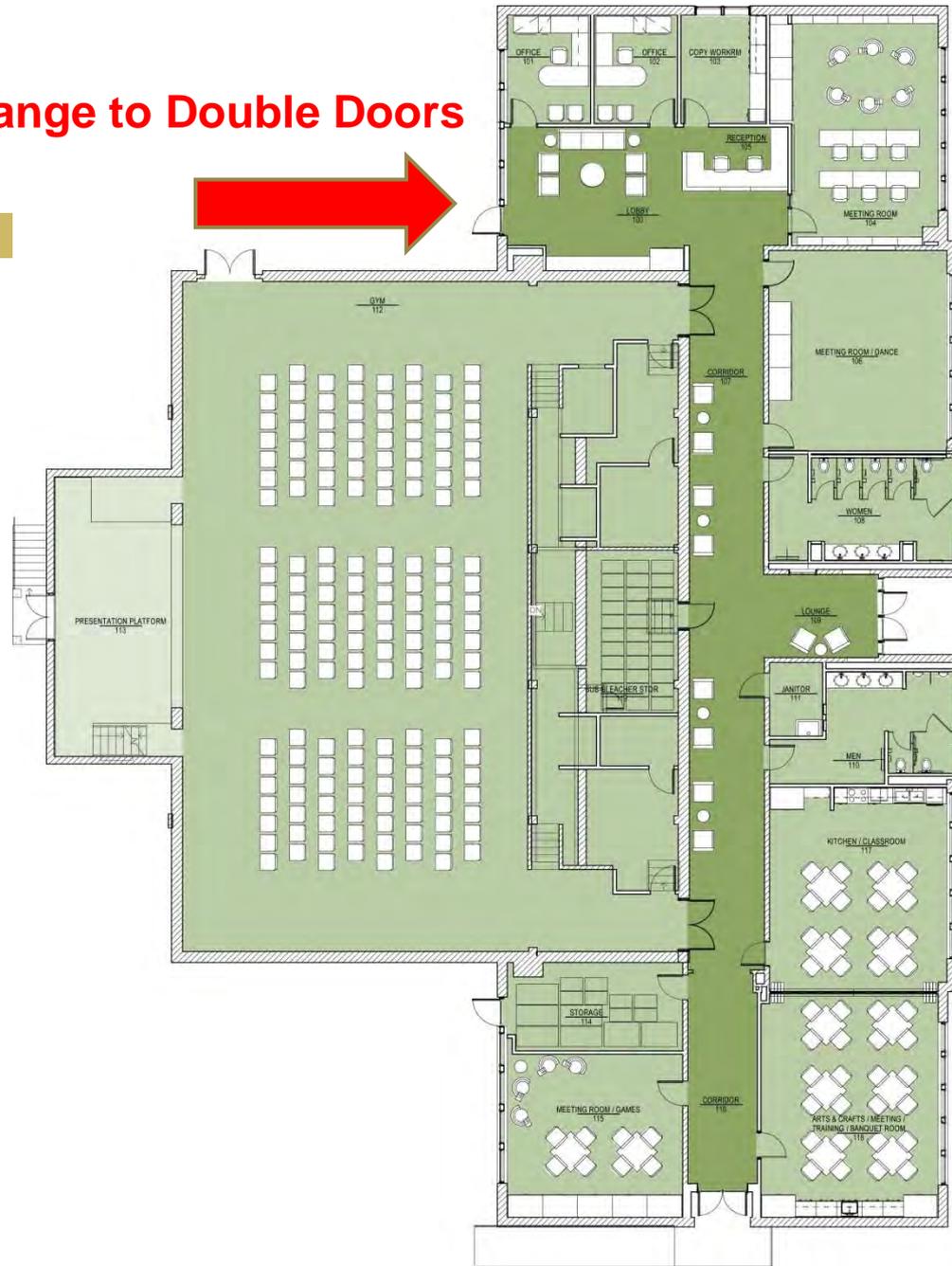
James Fisher, City Manager  
**Approved by**

**Item #3**  
**Entrance : Change to Double Doors**

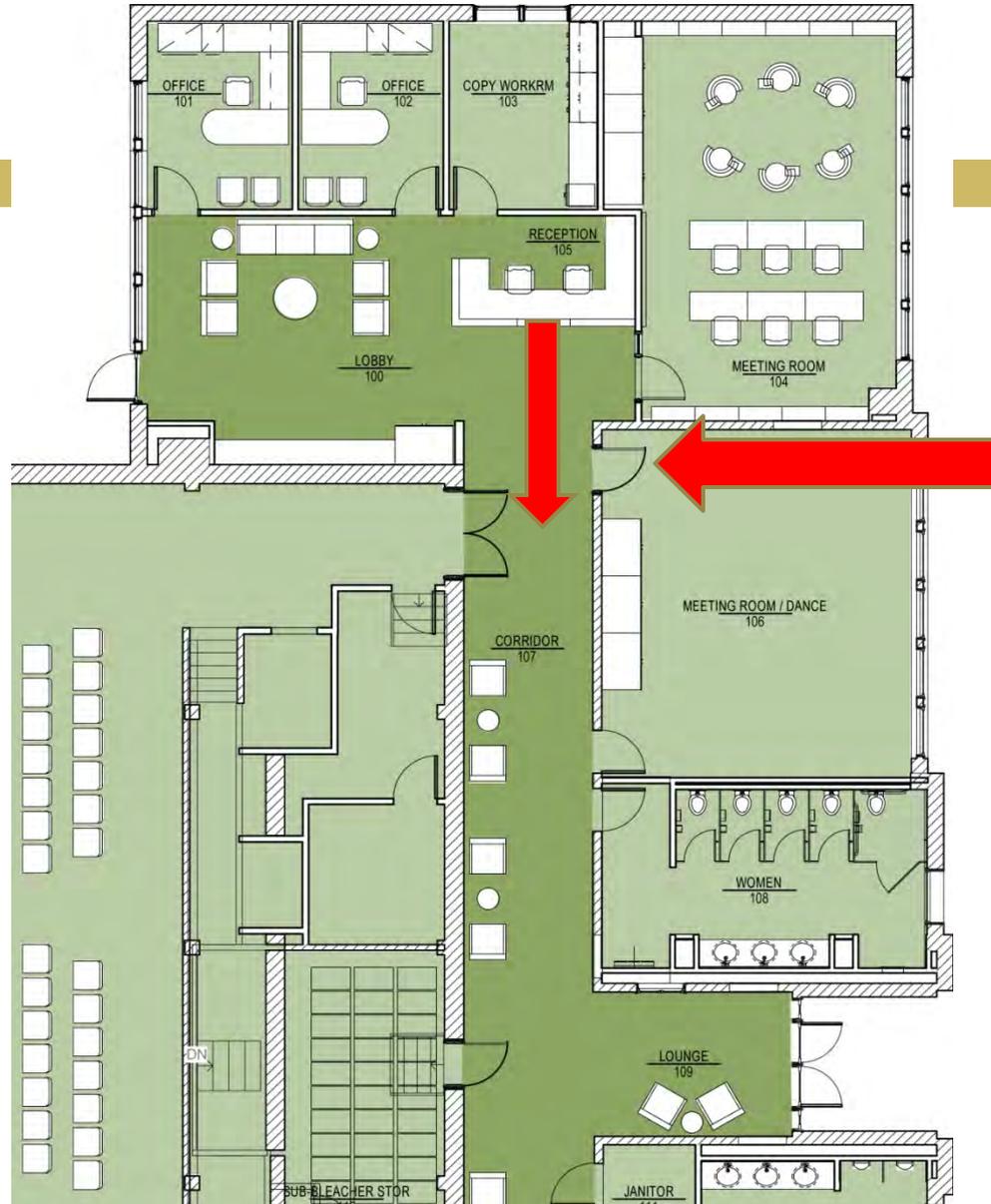


**Item #3**  
**Have a open lobby vs. closed room**

**Item #3**  
**Also expose brick wall  
On north end of lobby  
and drywall all other  
interior walls vs  
painting**





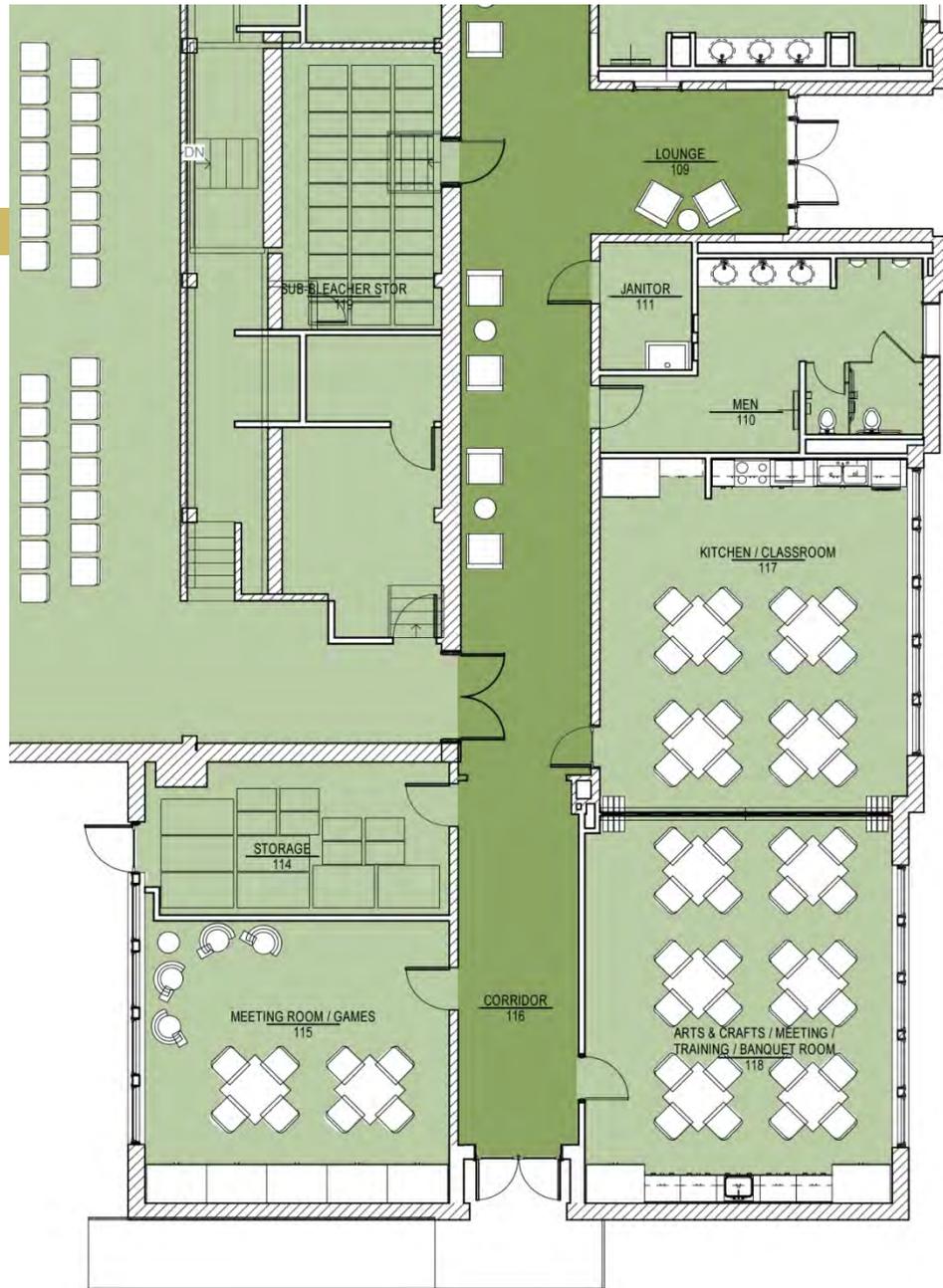


Item 1  
Look of  
Historical  
Doors for  
each  
Classroom  
along the  
corridor  
7 doors

And paint  
doors and  
transoms



north

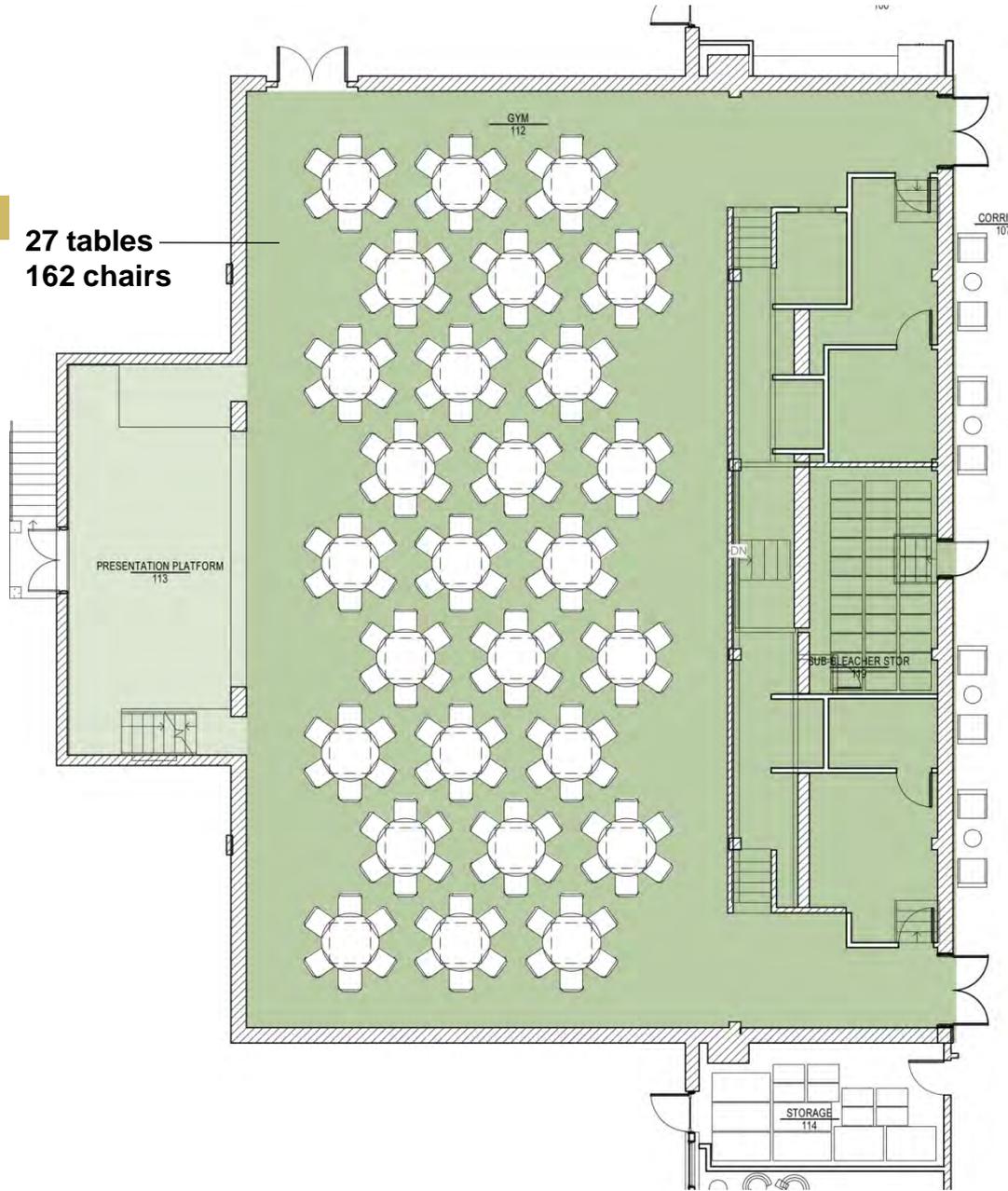


**Kitchen  
Redesign**

**Item #3**

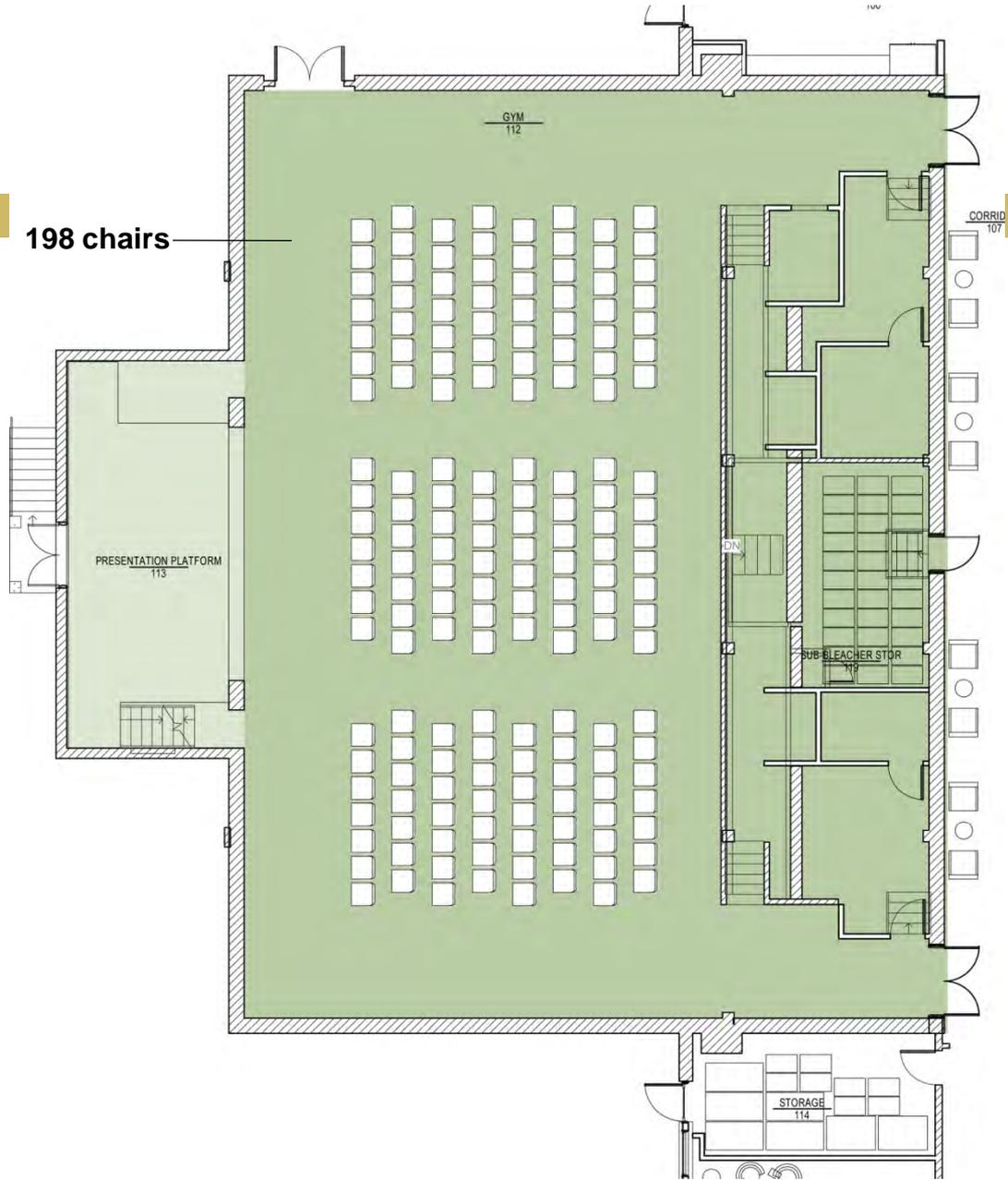


north



27 tables  
162 chairs

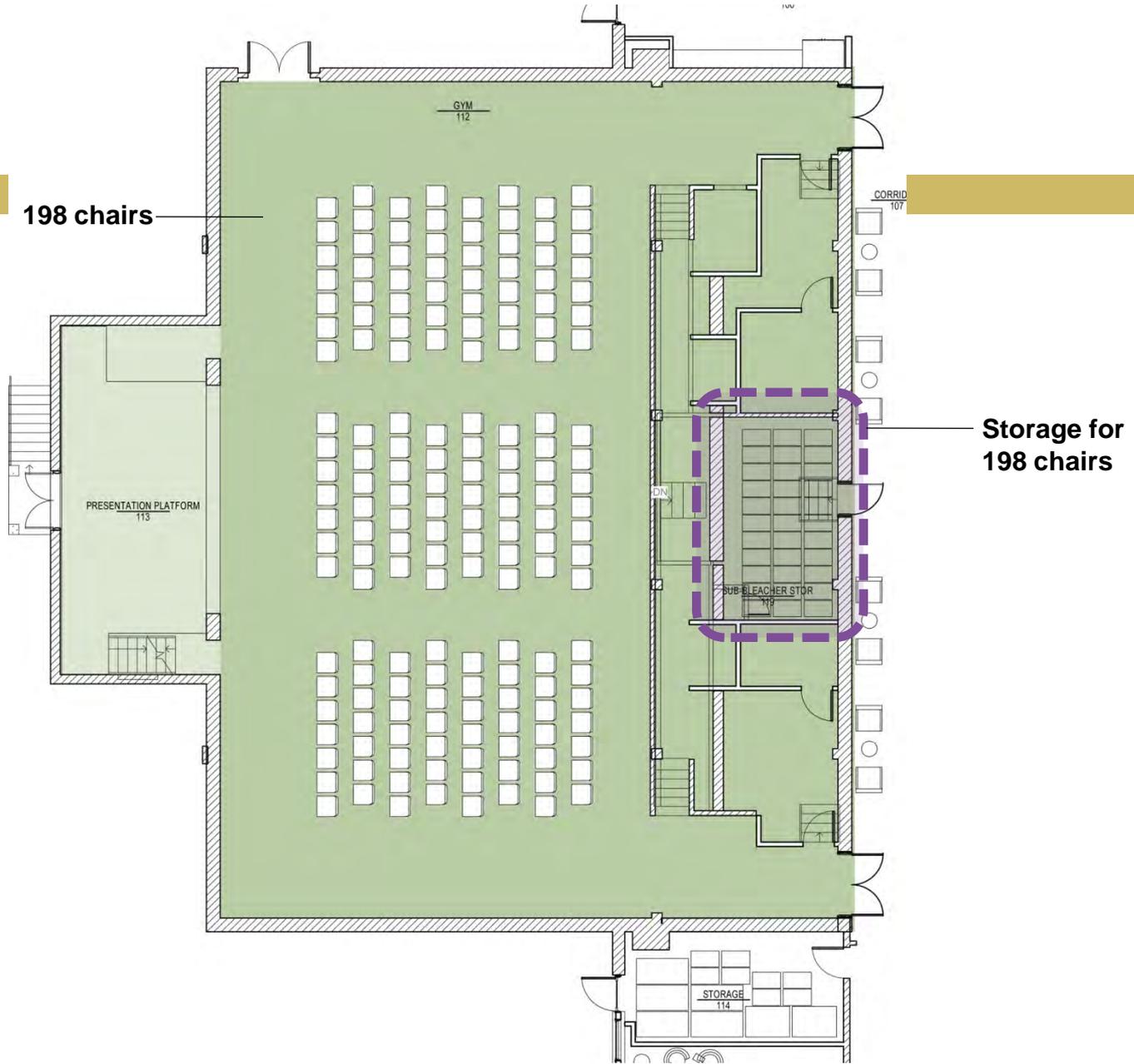




198 chairs



north

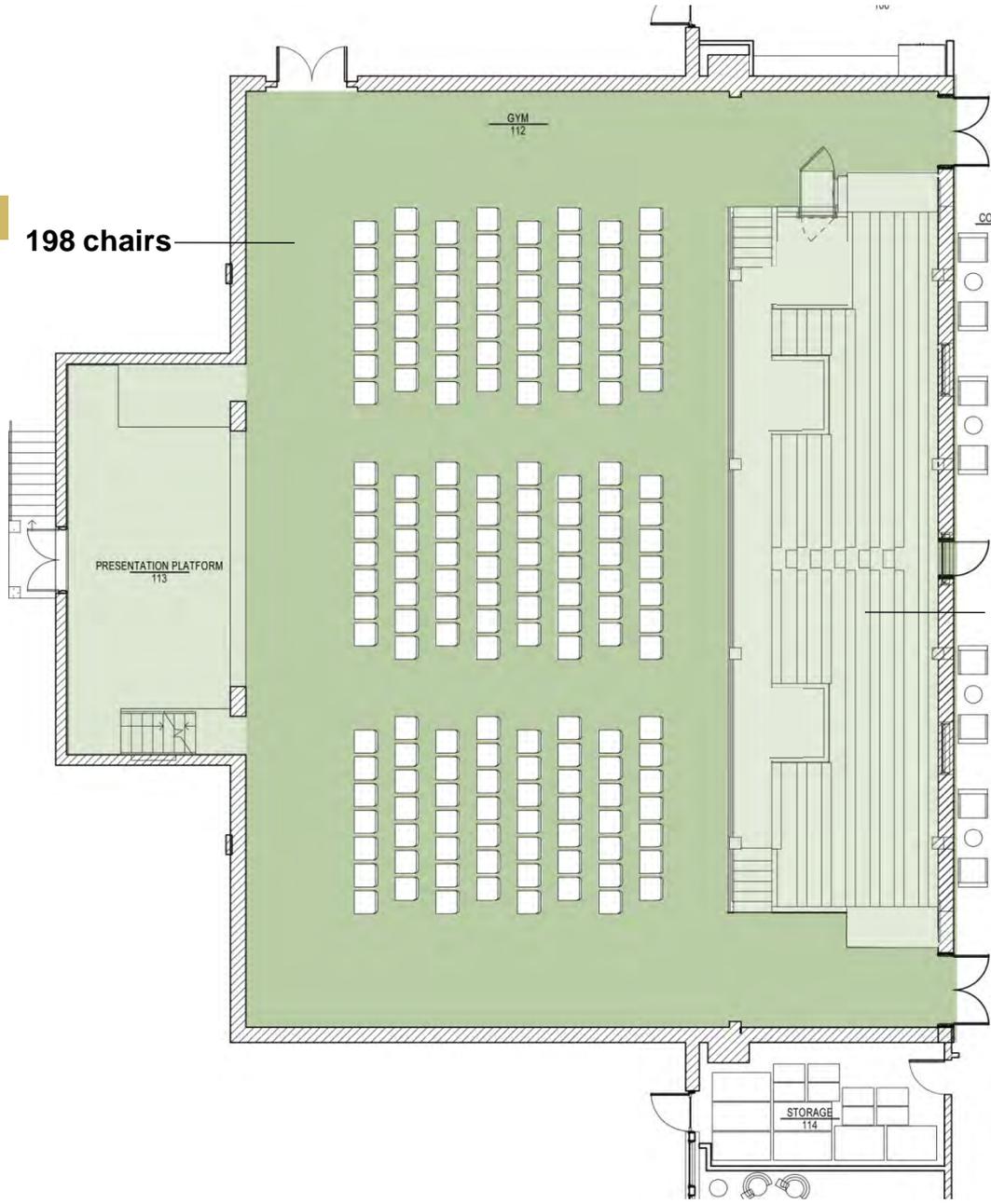


198 chairs

Storage for 198 chairs



north

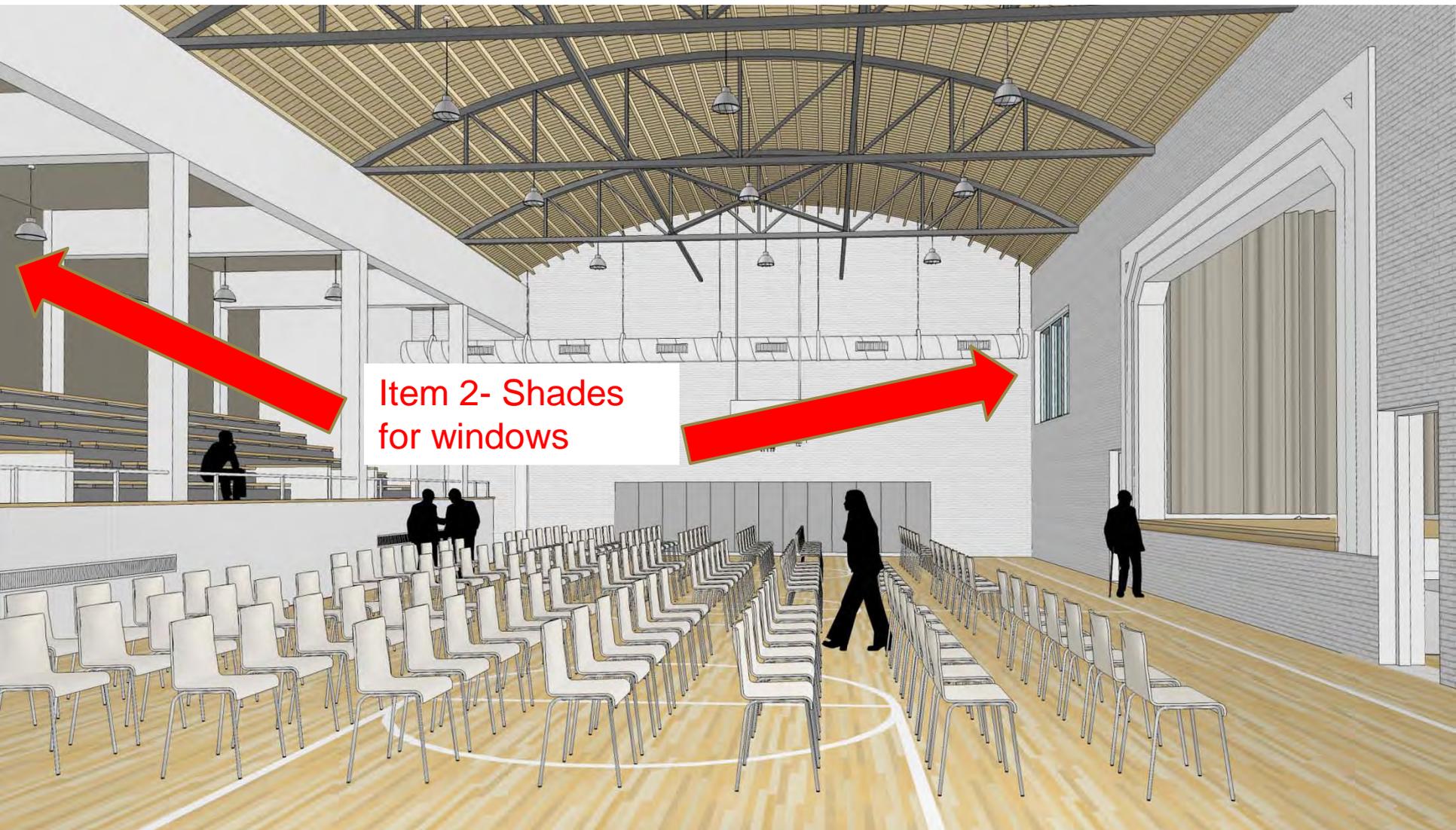


198 chairs

171 bleacher seats

**Max Seating Capacity**  
**369 TOTAL**





Item 2- Shades for windows



Carpet

New Oak Flooring

Dance Room wooden floor

Ceramic Tile

Existing Maple Floor- Refinished  
Replace with new floor

Sealed Plywood

VCT

VCT

Carpet





# Old Murphy School Community Center

## Lobby Redesign Furniture Visioning

June 13, 2011





A



Primary Fabric



Seat Back Cushion



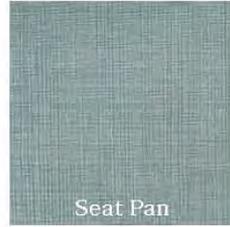
Brushed Legs



B



Primary Fabric



Seat Pan



Brushed Legs



C



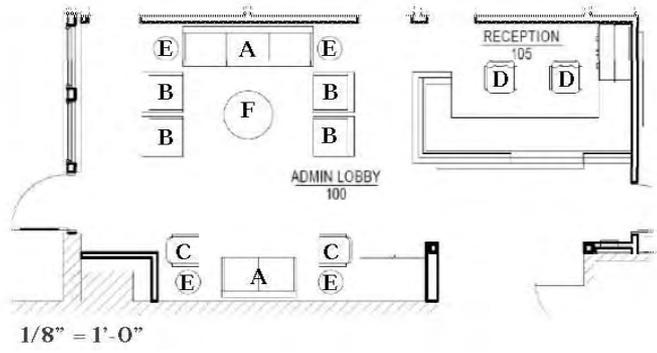
Primary Fabric



Seat Shell



Satin Legs



**D**

Mesh Back & Seat

Alternative Mesh Back & Seat

Powdercoat Frame

---

**E**

Laminate top

Satin Legs

Laminate top

Satin Legs



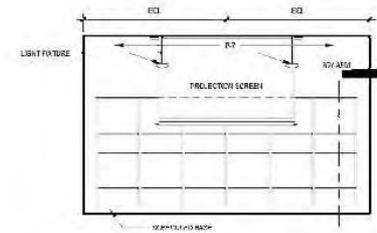
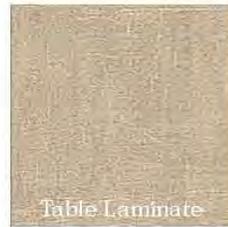
A



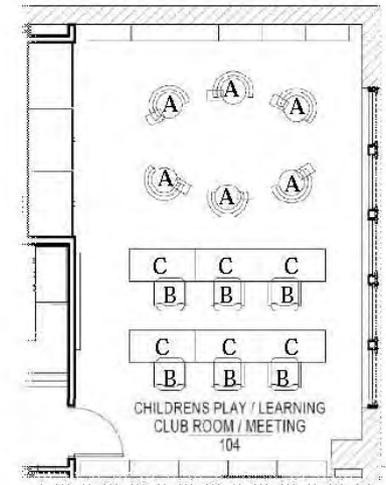
B



C



North Wall 1/8" = 1'-0"



1/8" = 1'-0"



Collaboration tablet arm seating with playful stools/ end tables combined with café style tables and chairs allows for multiple conversations and activities



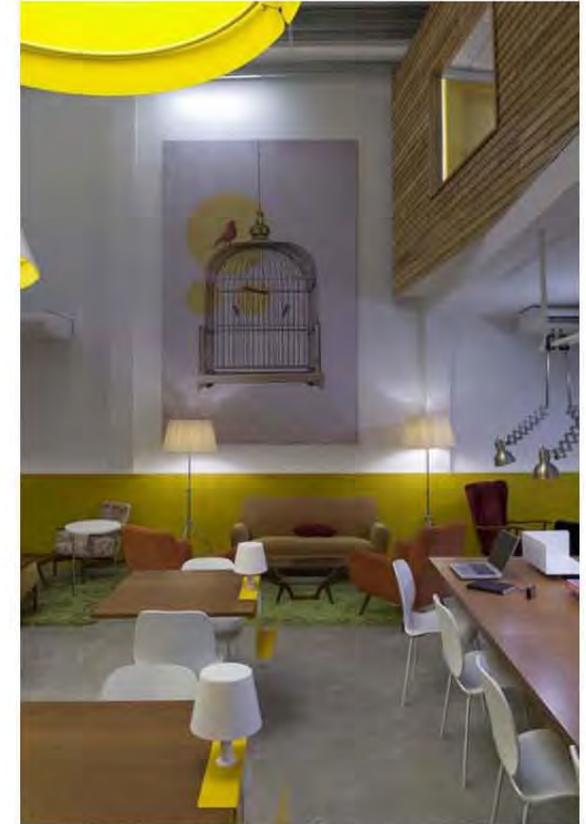
Lounge seating combined with café & bistro style tables and chairs creates an energetic atmosphere for all generations



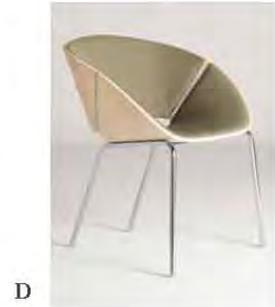
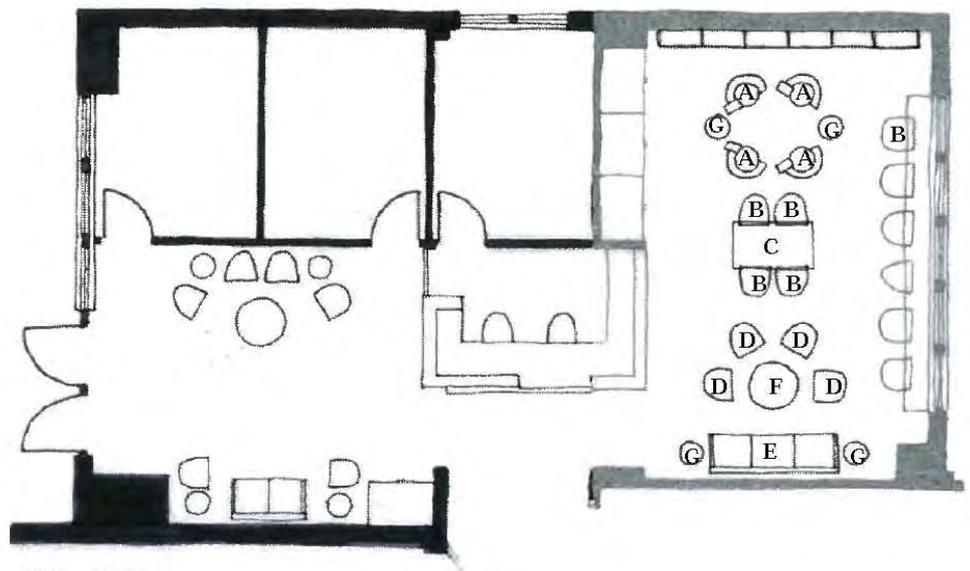
Bar seating combined with multiple lounge groupings allows for casual conversation or a quick throw down of the laptop with a cup of coffee

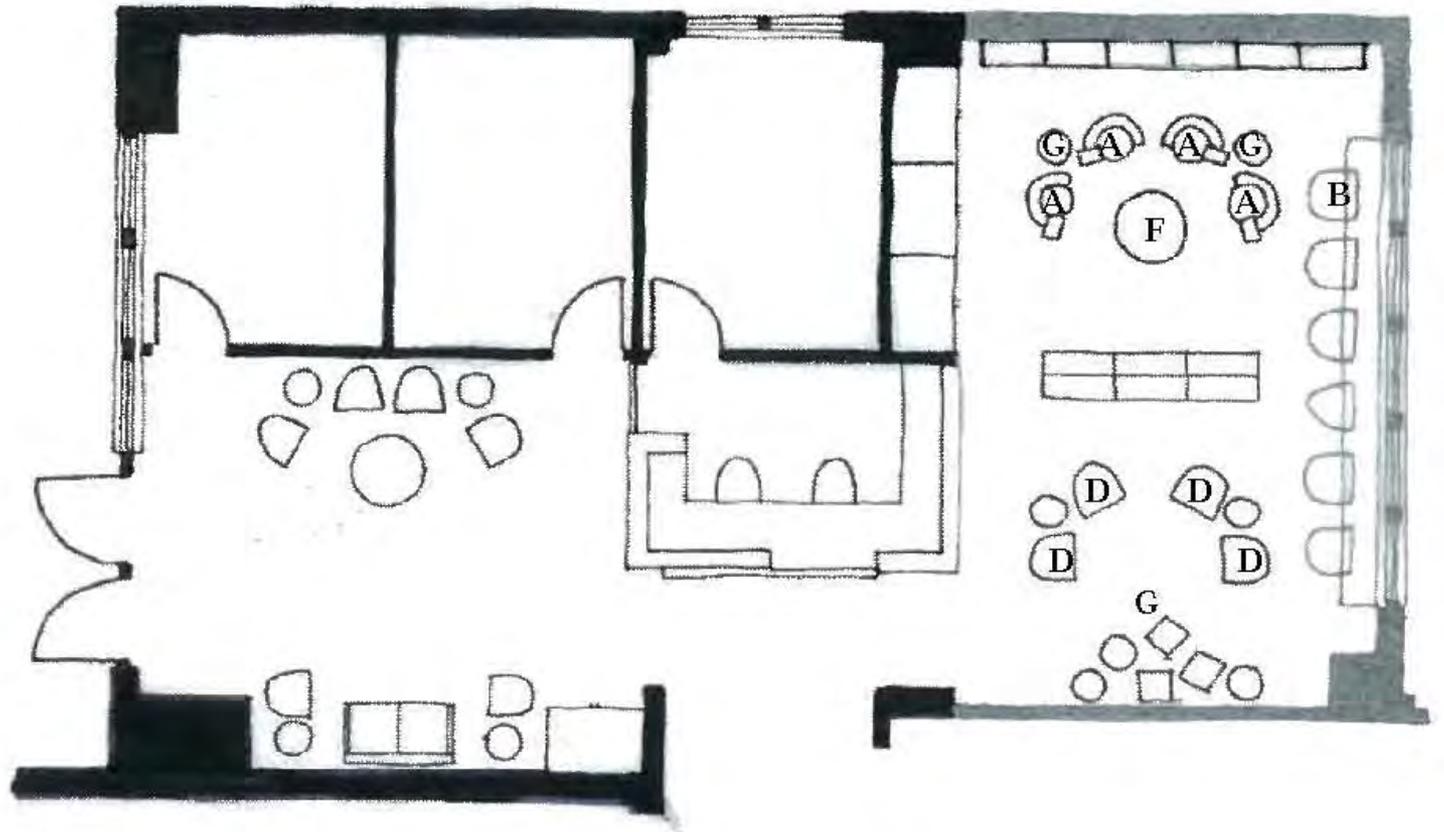


Tablet arm chairs on casters maximize group interaction. Sofas help maintain the juxtaposition of the floor plan



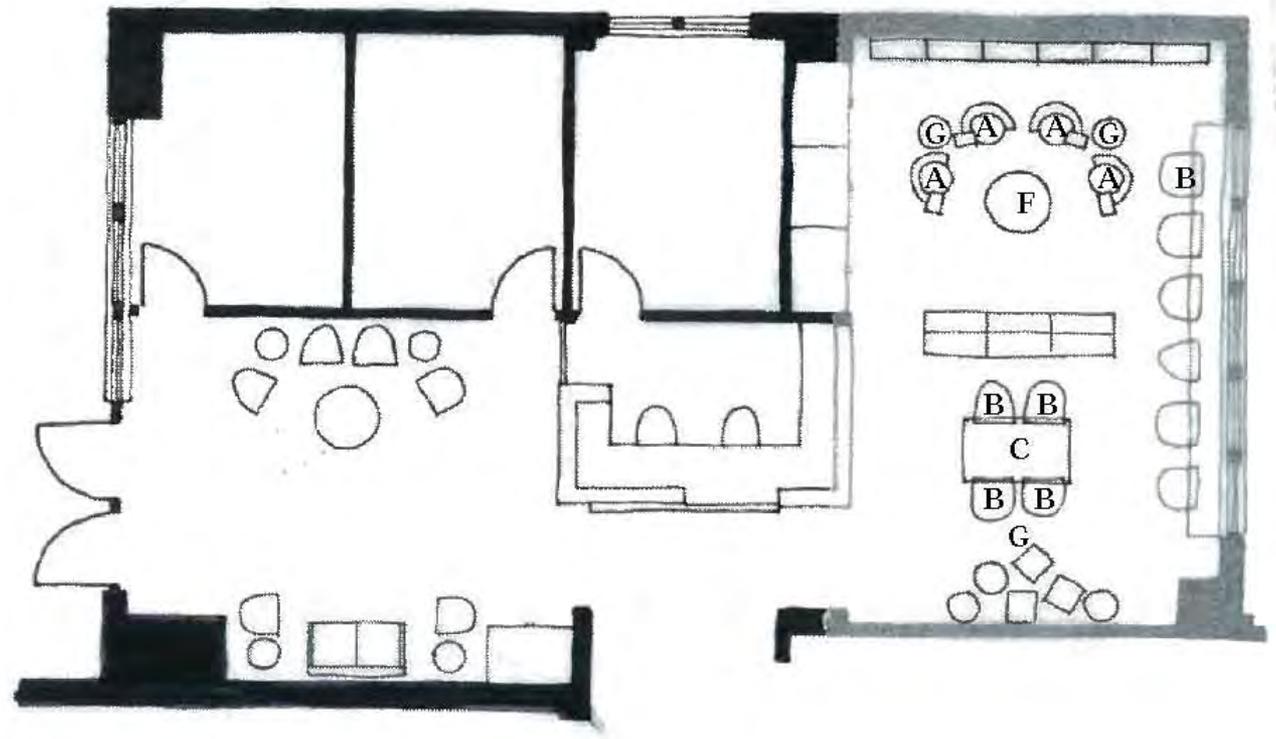
The café tables and chairs, lounge seating, and larger work tables allow for casual conversation, tutoring, or independent reading all in one environment





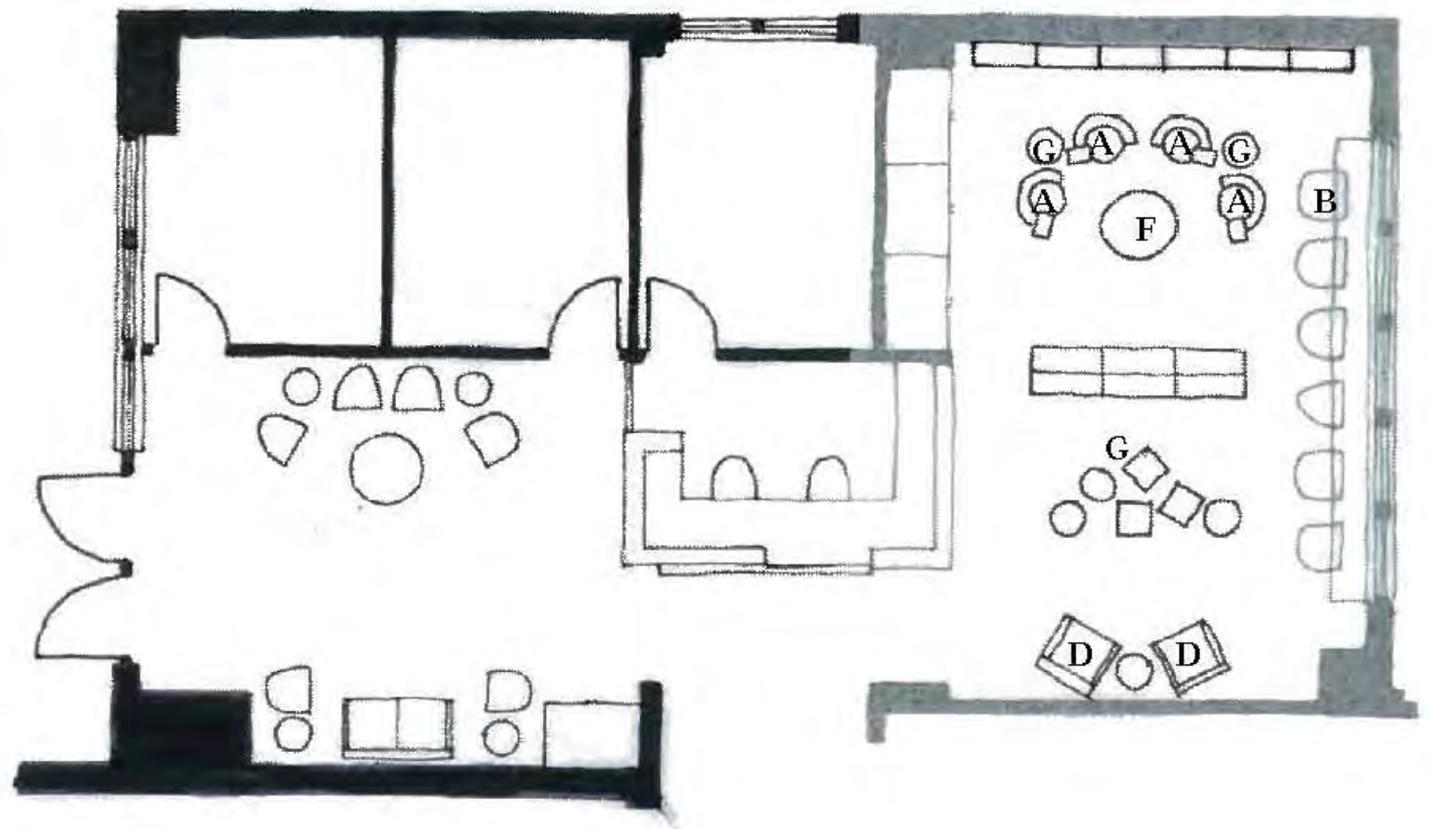
1/8" = 1'-0"





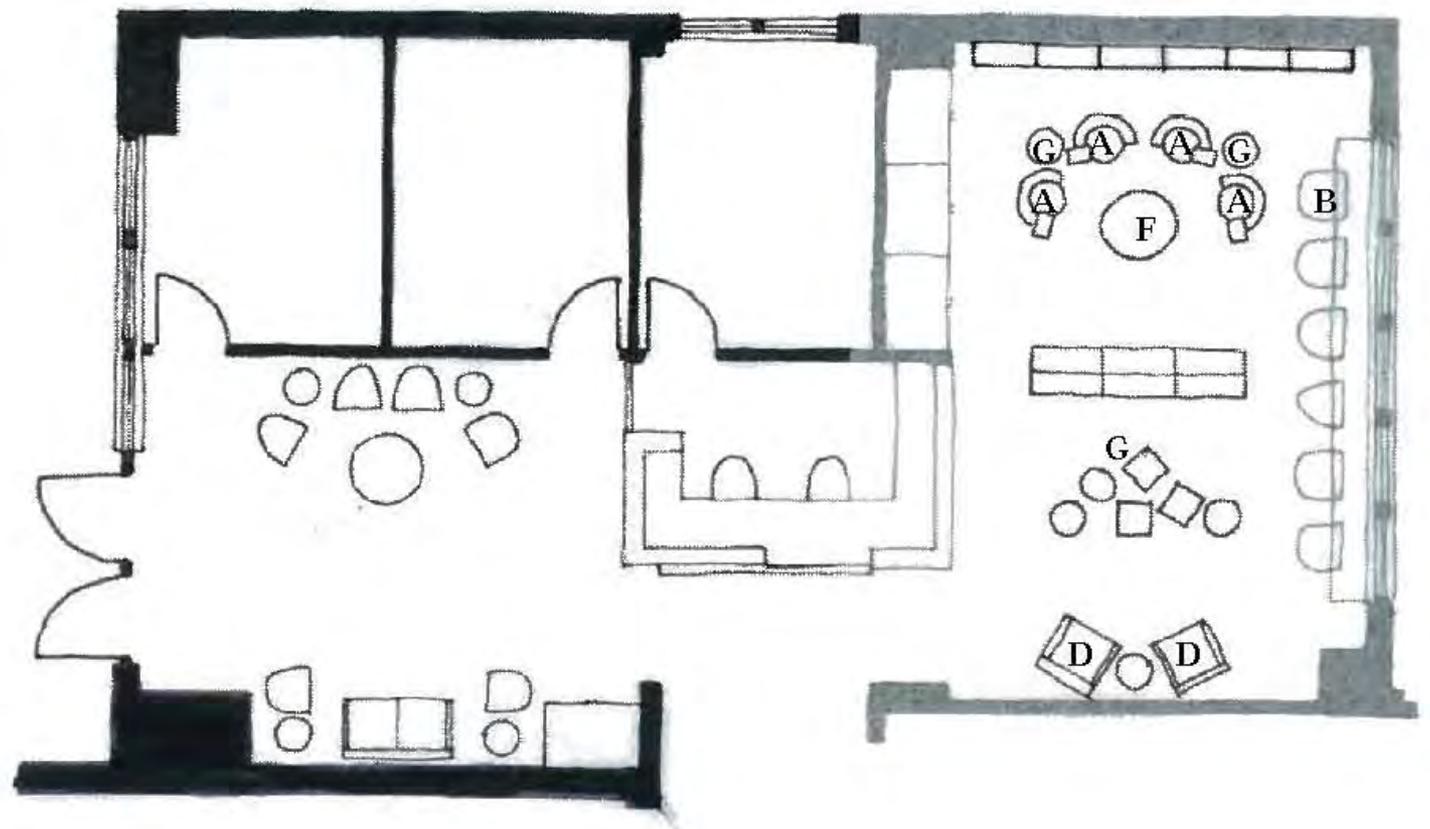
1/8" = 1'-0"





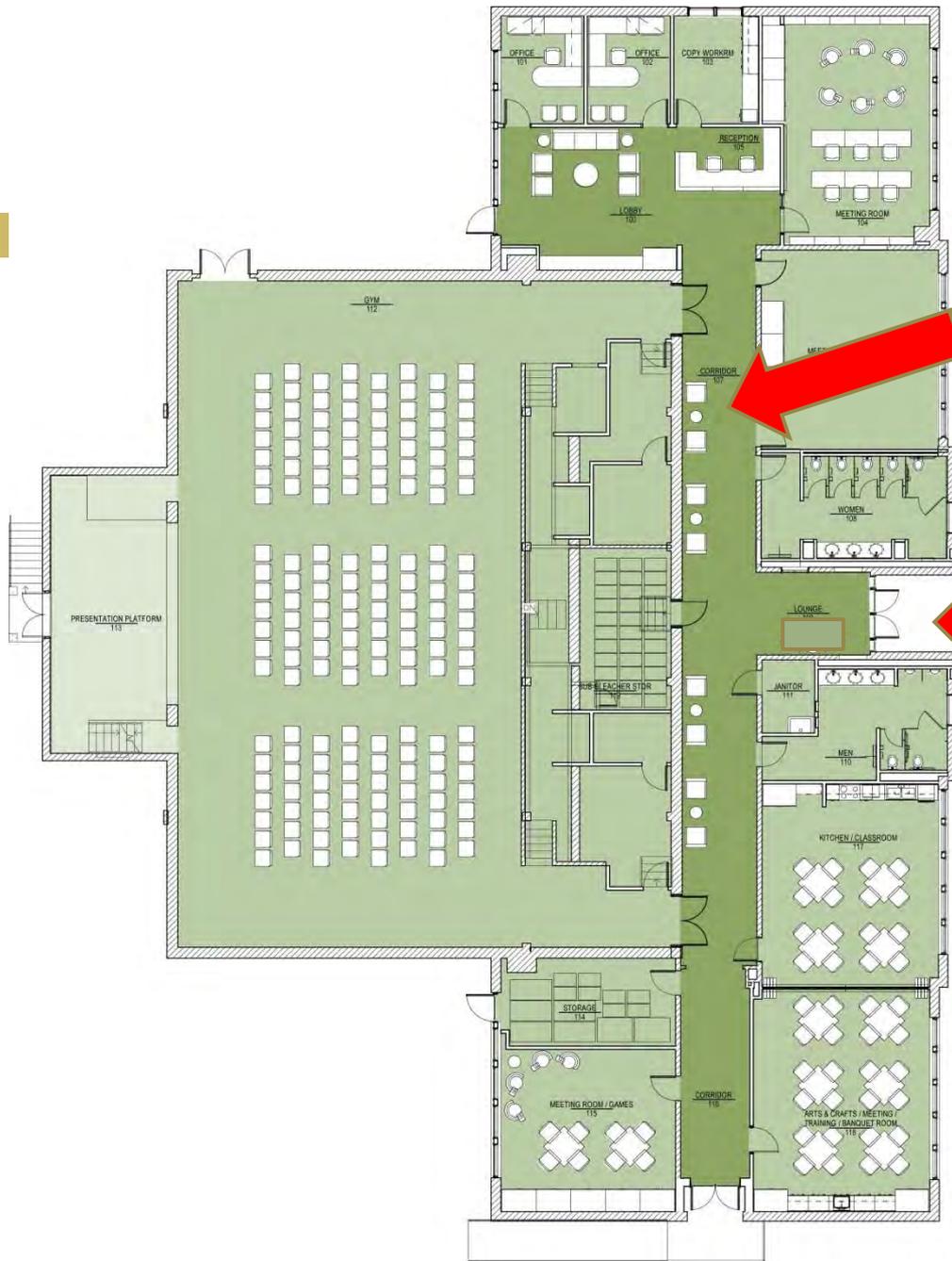
1/8" = 1'-0"





1/8" = 1'-0"



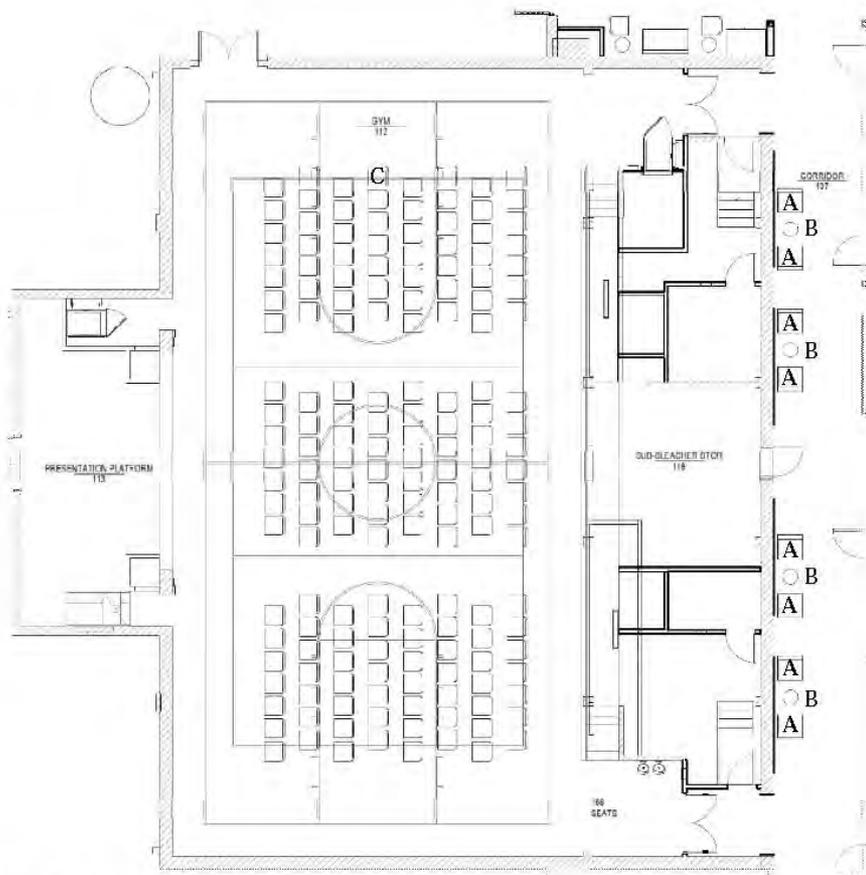


**4 seating areas in corridor**

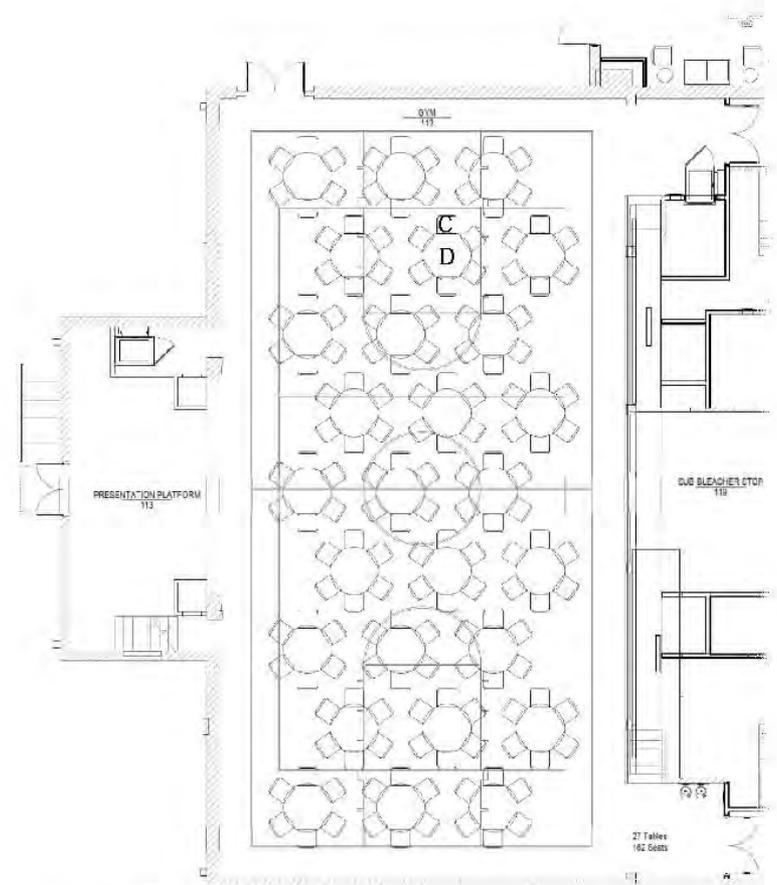
**Historical Area at old entrance  
No seating allowed**



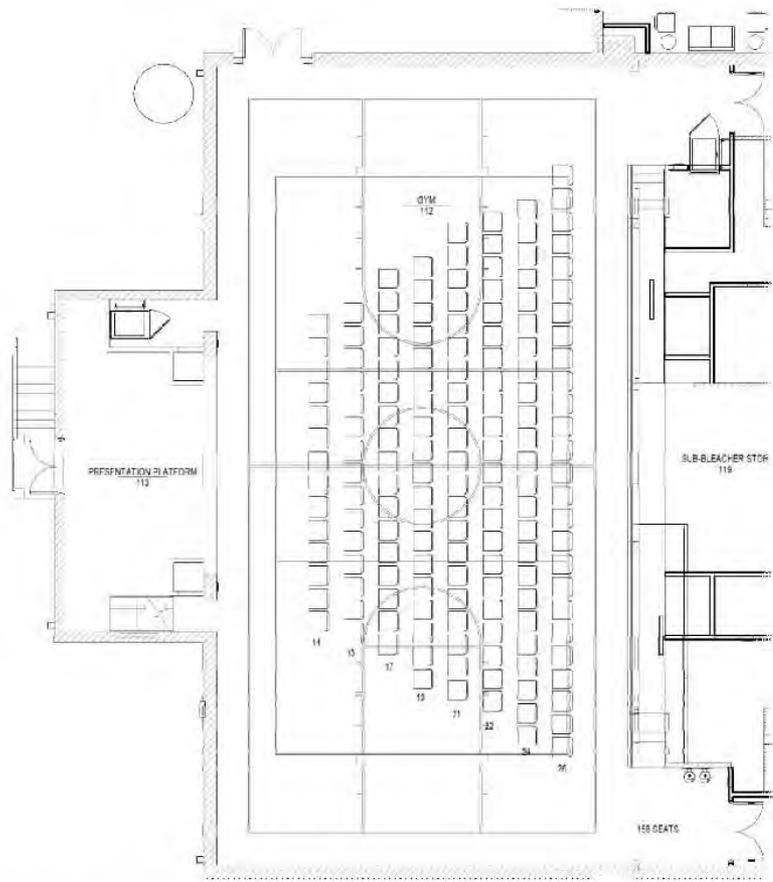




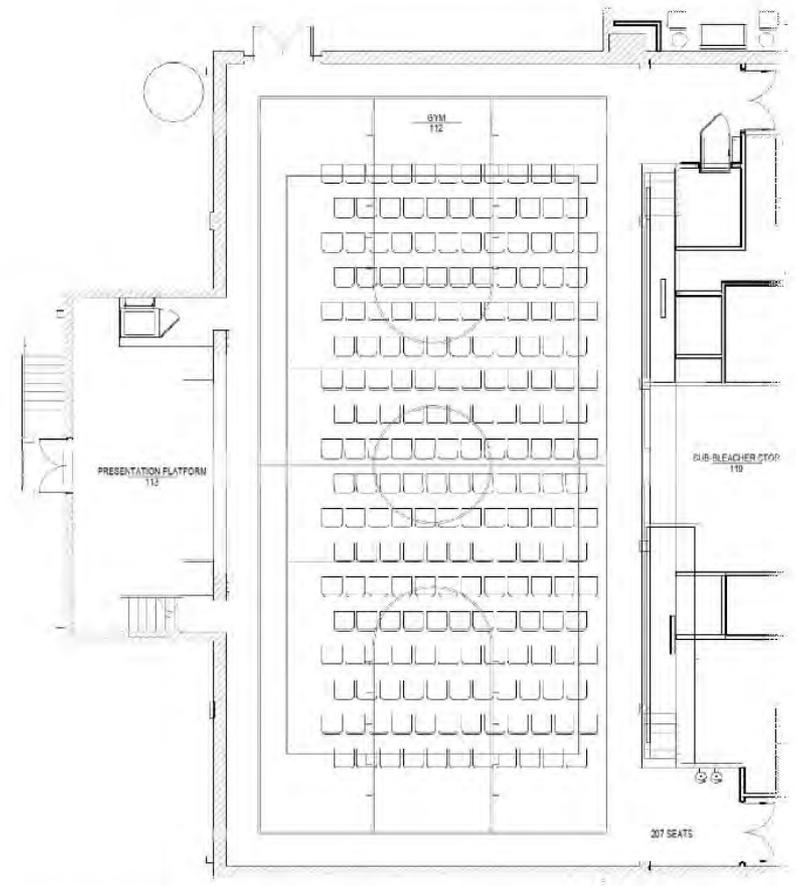
Auditorium Seating (Not to scale)



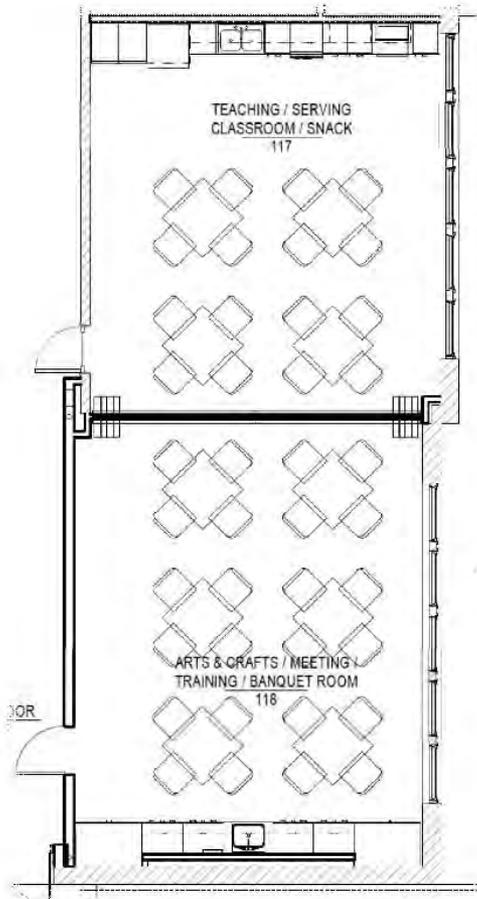
Banquet Seating (Not to Scale)



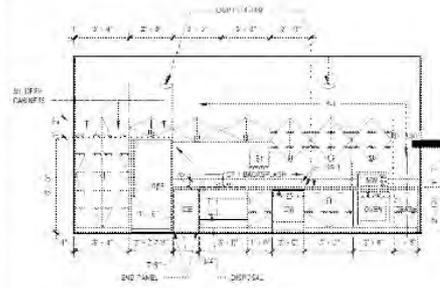
Theatre Seating (Not to Scale)



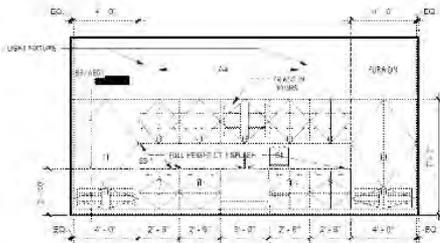
Extended Auditorium Seating (Not to Scale)



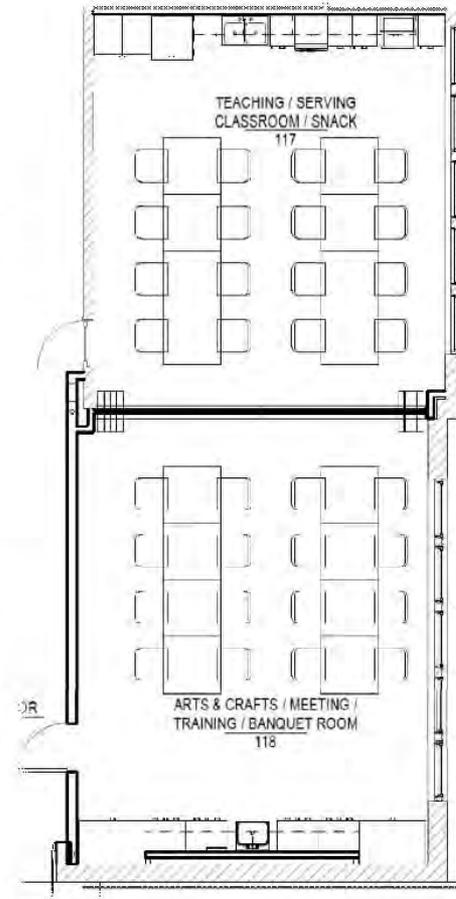
Typical Seating 1/8" = 1'-0"



North Wall 1/8" = 1'-0"



South Wall 1/8" = 1'-0"



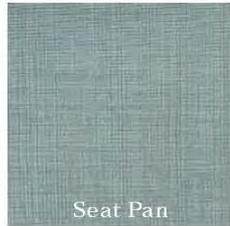
Grouped Seating 1/8" = 1'-0"



A



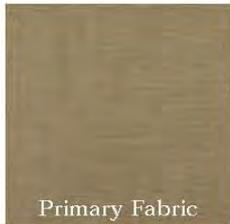
Primary Fabric



Seat Pan



E



Primary Fabric



Powdercoat Base



C



Table Laminate



Powdercoat Base



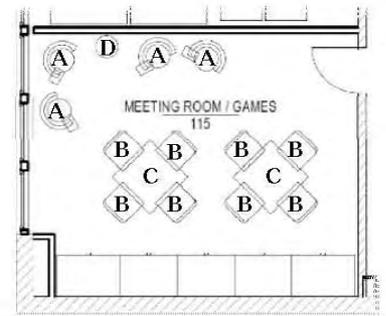
D



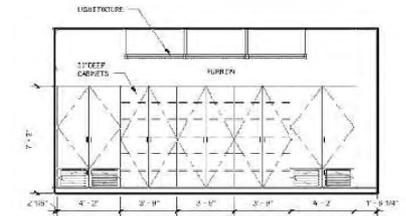
Laminate top



Satin Legs



1/8" = 1'-0"



South Wall 1/8" = 1'-0"



Primary Fabric



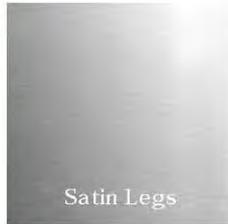
Seat Cushion



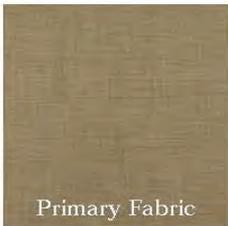
Legs



Laminate top



Satin Legs



Primary Fabric



Powdercoat Base



Table Laminate



Powdercoat Base

# MODERN CONTRACTORS

## PROPOSAL

**To:** Laurence Mitchell, AIA  
Project Architect  
[lmitchell@whrarchitects.com](mailto:lmitchell@whrarchitects.com)  
WHR Architects, Inc.  
3131 McKinney Ave. Suite 340 · Dallas, Texas 75204

via email

**DATE:** 8/23/2011

**RE:** Old Murphy School Community Center  
Modern Proposed Change Order (PCO) # 15

We hereby propose to supply all supervision, labor, materials, and equipment necessary to complete the following described work. All work will be performed in a professional manner with quality craftsmanship

**Scope Of Work**

**Provide 9 lite wood panel doors and standard wood frames with glass and glazing bead  
see attached catalog sheets**

A. See attached. \$3,570.00

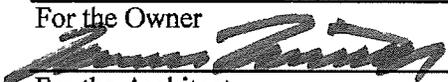
Sub Total	\$3,570.00
Markup - 10%	\$357.00
Sub Total	\$3,927.00
Bonds and Insurances - 3%	\$117.81

Net Change This Proposal	<b>ADD</b>	4,044.81
Net Change in Days This Proposal		-

**Acceptance**

This proposal is accepted and agreed to this date as indicated by the signatures below:

For the Owner



Date 8.25.11

For the Architect

 AMU JACOBS

Date 8/23/2011

For Modern Contractors

Date

# Woodard Builders Supply

## Builders Hardware

Phone: 817/831-6423  
Fax: 817/831-6547

P.O. Box 161849  
Fort Worth, Texas 76161-1849

6405 Airport Freeway  
Fort Worth, Texas 76117

### ◆ Quote ◆

---

Date: August 23, 2011

To: Modern Contractors  
Attn: Jeff Rhodes  
Fax: E-Mail / Fax

From: Trey Woodard/Tammie Jones

**Re: Old Murphy School**

---

We wish to quote you the following prices to furnish materials listed below as an extra to the contract.

#### **Wood Doors**

**\$1,440.00**

**Voluntary add \$2,130.00**  
**(furnish glass & glazing bead for doors**  
**Noted below.)**

**Furnish 9 Lite with Wood Panel in lieu of specified Style and rail Wood Doors. (Size of Lite may Vary based on approval of Hardware.)**

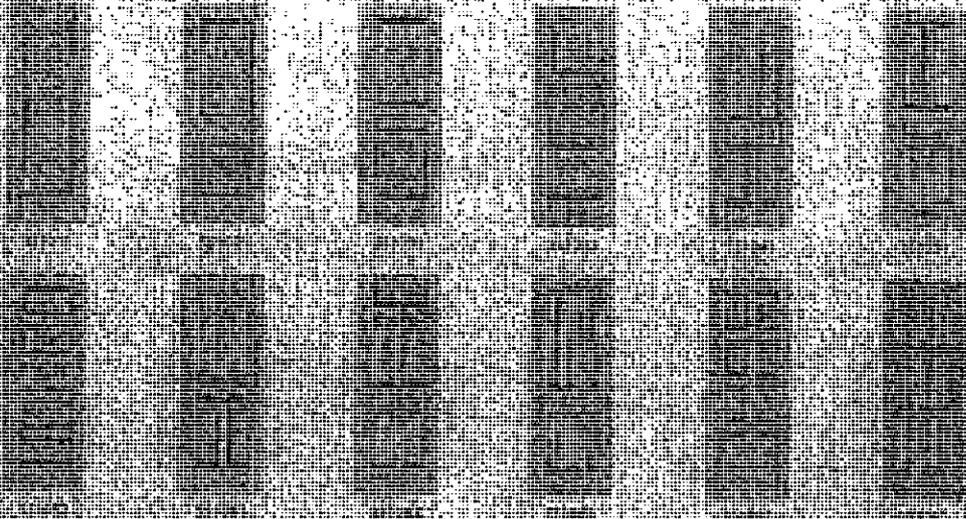
This price is net FOB the jobsite for material only and does not include sales tax or installation.

**★ If we are to proceed as outlined above, we must have a signed purchase/change order agreement before we are able to proceed.**

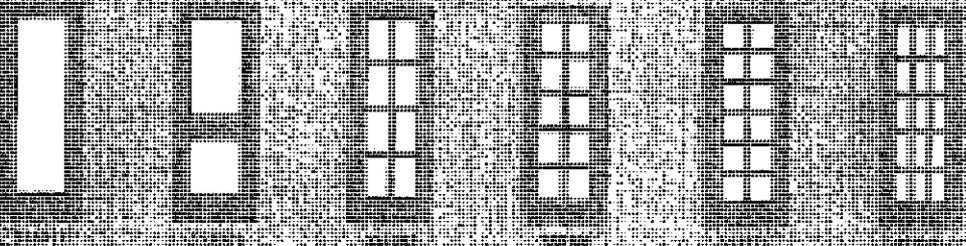
Should you require additional information, please let us know.

Total Pages: 1

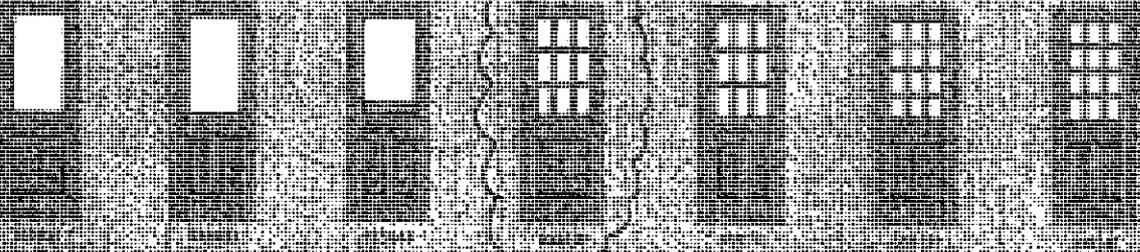
1000 SERIES



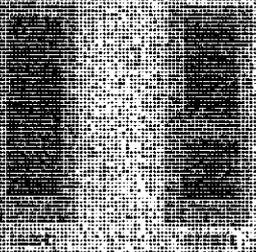
1500 SERIES



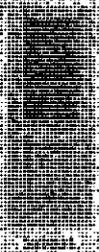
2000 SERIES



2500 SERIES



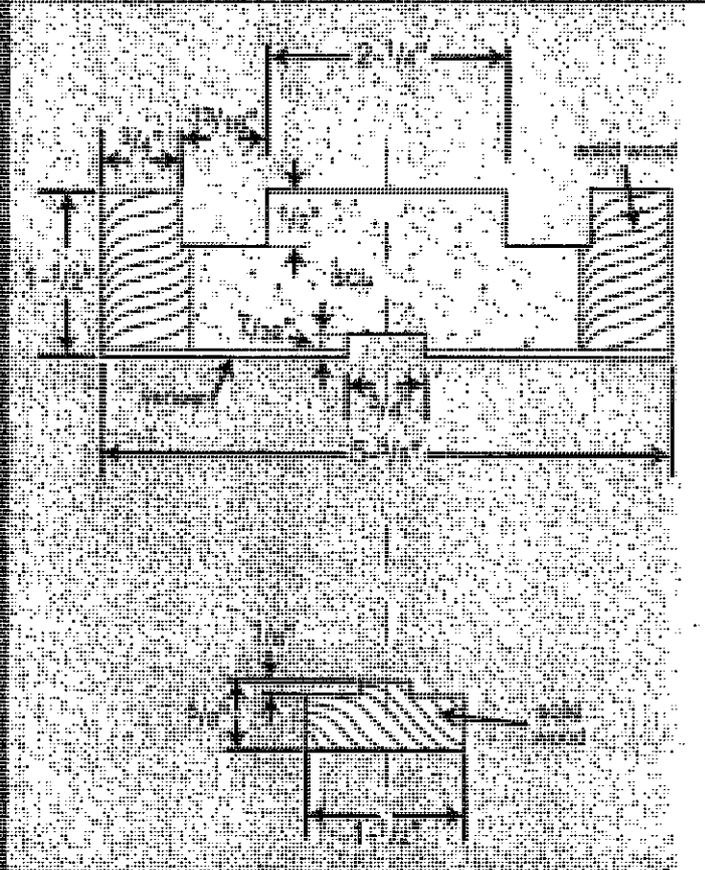
3000 SERIES



VT WOOD DOOR

# JAMBS

WOOD DOOR JAMBS



# MODERN CONTRACTORS

## PROPOSAL

To: Laurence Mitchell, AIA  
Project Architect  
[lmitchell@whrarchitects.com](mailto:lmitchell@whrarchitects.com)  
WHR Architects, Inc.  
3131 McKinney Ave. Suite 340 · Dallas, Texas 75204

via email

DATE: 9/14/2011

RE: Old Murphy School Community Center  
Modern Proposed Change Order (PCO) # 21

We hereby propose to supply all supervision, labor, materials, and equipment necessary to complete the following described work. All work will be performed in a professional manner with quality craftsmanship

### Scope Of Work

#### **WCRP#1 and RFI 037**

**This price includes the adding door 100B and the associated breakmetal and hardware, adding cabinetry at the deleted oven, changing the reception desk, painting the stage, adding the countertop in room 104, adding 4 outlets in room 104, adding door 120, deleting door 104 and the windows in that wall.**

A. See attached. \$16,317.38

Sub Total		<b>\$16,317.38</b>
Markup - 10%		<b>\$1,631.74</b>
Sub Total		<b>\$17,949.12</b>
Bonds and Insurances - 3%		<b>\$538.47</b>
<b>Net Change This Proposal</b>	<b>ADD</b>	<b>18,487.59</b>
<b>Net Change in Days This Proposal</b>		<b>-</b>

### **Acceptance**

This proposal is accepted and agreed to this date as indicated by the signatures below:

\_\_\_\_\_  
For the Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Architect

\_\_\_\_\_  
Date

*Amel Jacob*  
\_\_\_\_\_  
For Modern Contractors

*9/14/2011*  
\_\_\_\_\_  
Date





# AIA<sup>®</sup> Document G709<sup>™</sup> – 2001

## Work Changes Proposal Request

**PROJECT** *(Name and address):*  
Old Murphy School Community  
Center  
205 North Murphy Road  
Murphy, TX 75094

**PROPOSAL REQUEST NUMBER:** 001

**DATE OF ISSUANCE:** 8-03-11

**OWNER:**

**ARCHITECT:**

**CONSULTANT:**

**CONTRACTOR:**

**FIELD:**

**OTHER:**

**OWNER** *(Name and address):*  
City of Murphy  
206 North Murphy Road  
Murphy, TX 75094

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 4-4-2011

**FROM ARCHITECT** *(Name and address):*  
WHR Architects, Inc.  
3131 McKinney Ave., Suite 340  
Dallas, TX 75204

**ARCHITECT'S PROJECT NUMBER:**  
D10300-00

**TO CONTRACTOR** *(Name and address):*  
Modern Contractors, Inc.  
2008 Plaza Drive  
Bedford, TX 76021

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Ten ( 10 ) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**DESCRIPTION** *(Insert a written description of the Work):*

Construction Documents to revise new Entry Lobby.

**ATTACHMENTS** *(List attached documents that support description):*

Architectural:

- LS101 - LIFE SAFETY, dated 08-03-11.
- A101 - FLOOR PLANS, dated 08-03-11.
- AR101 - REFLECTED CEILING PLAN - LEVEL 1, dated 08-03-11.
- A201 - EXTERIOR ELEVATIONS, dated 08-03-11.
- A301 - BUILDING/WALL SECTIONS, dated 08-03-11.
- A401 - TOILET ROOM PLANS & ELEVATIONS, dated 08-03-11.
- A601 - DOOR FRAME AND PARTITION TYPES, dated 08-03-11.
- A701 - INTERIOR ELEVATIONS, dated 08-03-11.
- A801 - INTERIOR DETAILS, dated 08-03-11.
- IF101 - FINISH FLOOR PLAN - LEVEL 1, dated 08-03-11.

Mechanical:

- M201 – FIRST FLOOR MECHANICAL PLAN, dated 08-03-11.

**Electrical:**

EL-201 – FIRST FLOOR & SUB BLEACHERS LIGHTING PLAN, dated 08-03-11.

EP-201 – FIRST FLOOR & SUB-BLEACHERS ELECTRICAL PLAN, dated 08-03-11.

EP-301 - ELECTRICAL SCHEDULES

**Specification Sections:**

09 06 01, FINISH SCHEDULE KEY

End of Work Change Proposal Request #1.

**REQUESTED BY THE ARCHITECT:**

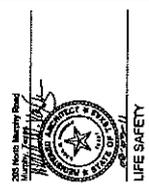
  
(Signature)

Laurence Mitchell, AIA  
(Printed name and title)

No.	Date	Description
1	08/11/11	ISSUED FOR PERMITS
2	08/11/11	ISSUED FOR PERMITS
3	08/11/11	ISSUED FOR PERMITS
4	08/11/11	ISSUED FOR PERMITS
5	08/11/11	ISSUED FOR PERMITS

KEY PLAN

**Old Murphy School Community Center**



**NOTES TO SHEET**

- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE 2010 INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE 2010 INTERNATIONAL FIRE AND SAFETY CODE.
- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE 2010 INTERNATIONAL PLUMBING AND MECHANICAL CODES.

**LEGEND**

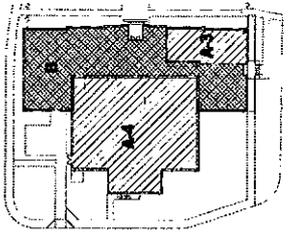
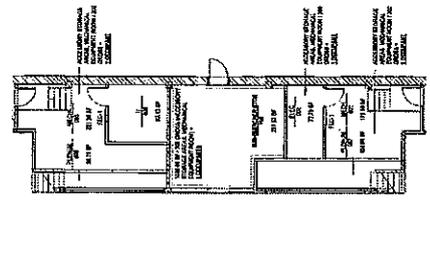
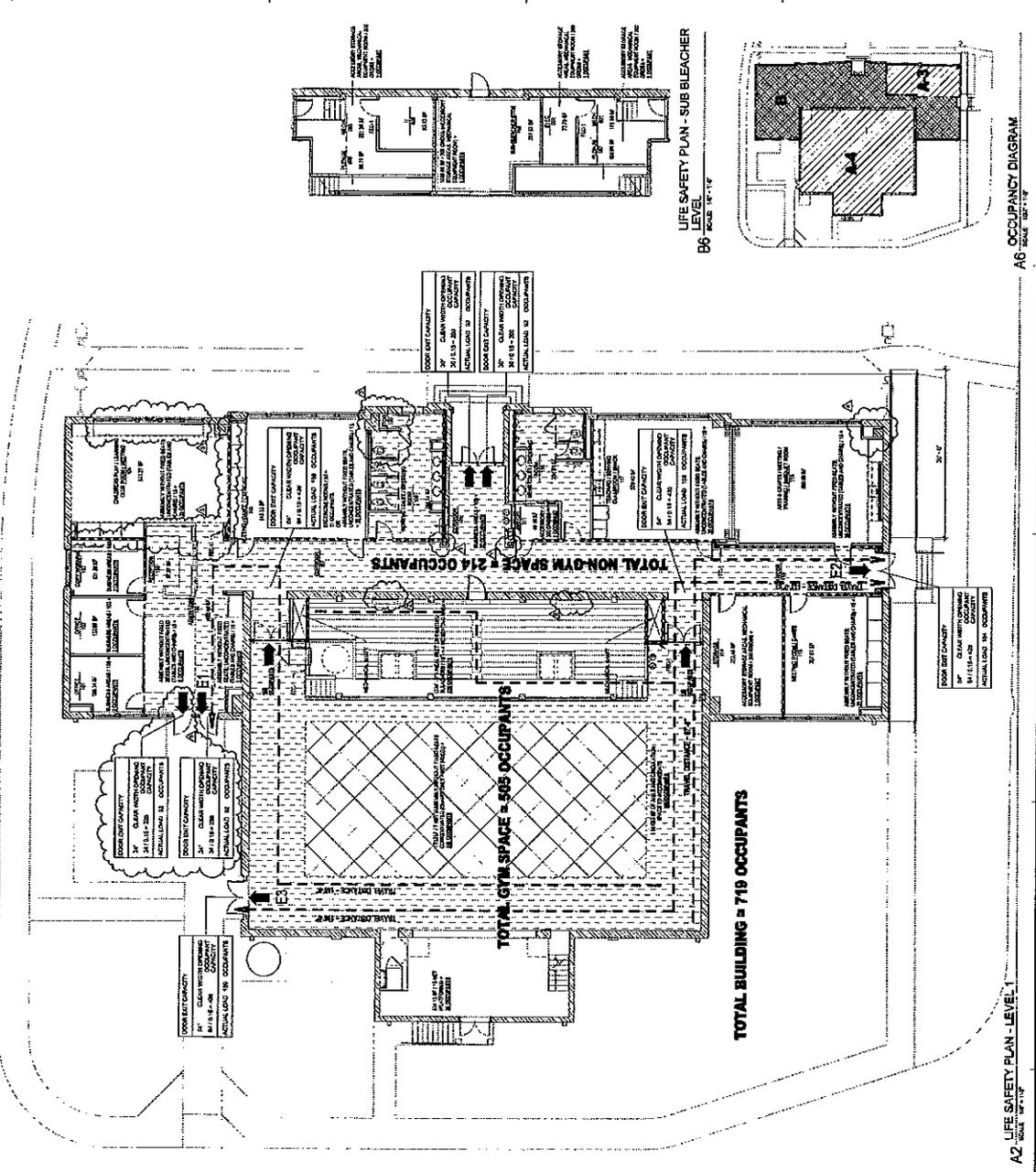
SYMBOLS: UNOCCUPIED SPACE, OCCUPIED SPACE, EGRESS ROUTE, EGRESS DOOR, EGRESS WINDOW, EGRESS BALCONY, EGRESS TERRACE, EGRESS STAIR, EGRESS RAMP, EGRESS ESCALATOR, EGRESS MECHANICAL ROOM, EGRESS ELECTRICAL ROOM, EGRESS TELEPHONE ROOM, EGRESS JANUARY, EGRESS RESTROOM, EGRESS STORAGE ROOM, EGRESS MECHANICAL ROOM, EGRESS ELECTRICAL ROOM, EGRESS TELEPHONE ROOM, EGRESS JANUARY, EGRESS RESTROOM, EGRESS STORAGE ROOM.

**FIRE RATING LEGEND**

SYMBOLS: 1-HOUR FIRE RATED WALL, 2-HOUR FIRE RATED WALL, 3-HOUR FIRE RATED WALL, 4-HOUR FIRE RATED WALL, 1-HOUR FIRE RATED FLOOR, 2-HOUR FIRE RATED FLOOR, 3-HOUR FIRE RATED FLOOR, 4-HOUR FIRE RATED FLOOR, 1-HOUR FIRE RATED DOOR, 2-HOUR FIRE RATED DOOR, 3-HOUR FIRE RATED DOOR, 4-HOUR FIRE RATED DOOR, 1-HOUR FIRE RATED WINDOW, 2-HOUR FIRE RATED WINDOW, 3-HOUR FIRE RATED WINDOW, 4-HOUR FIRE RATED WINDOW.

**REVISIONS**

No.	Date	Description
1	08/11/11	ISSUED FOR PERMITS
2	08/11/11	ISSUED FOR PERMITS
3	08/11/11	ISSUED FOR PERMITS
4	08/11/11	ISSUED FOR PERMITS
5	08/11/11	ISSUED FOR PERMITS



**LIFE SAFETY PLAN - LEVEL 1**  
SCALE: 1/8" = 1'-0"

**OCCUPANCY DIAGRAM**  
SCALE: 1/8" = 1'-0"





**GENERAL NOTES**

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.

**WHR ARCHITECTS**  
 1800 W. 10th Street, Suite 100  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 555-1100  
 Fax: (405) 555-1101  
 www.whrarchitects.com

**CITY OF MURPHY**  
 200 North Murphy Road  
 Murphy, Oklahoma 74455  
 Phone: (405) 235-1100  
 Fax: (405) 235-1101  
 www.cityofmurphy.com

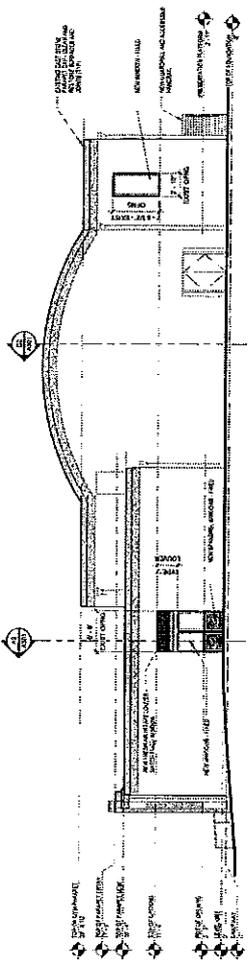
NO.	DATE	DESCRIPTION
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3	08/14/10	ISSUED FOR PERMIT
4	08/14/10	ISSUED FOR PERMIT
5	08/14/10	ISSUED FOR PERMIT
6	08/14/10	ISSUED FOR PERMIT
7	08/14/10	ISSUED FOR PERMIT
8	08/14/10	ISSUED FOR PERMIT
9	08/14/10	ISSUED FOR PERMIT
10	08/14/10	ISSUED FOR PERMIT

**Old Murphy School Community Center**

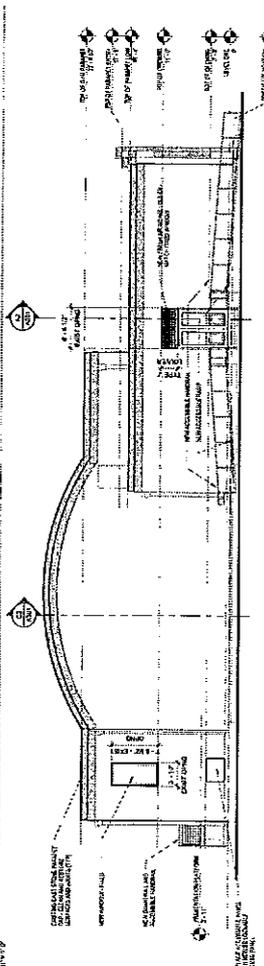


**EXTERIOR ELEVATIONS**

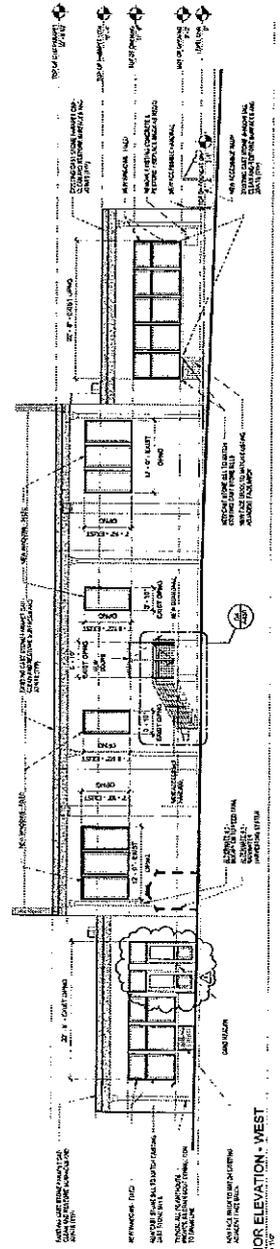
DATE: 08/14/10  
 DRAWN: J. W. WOOD  
 PROJECT NO: 2010000001  
 SHEET NO: A201



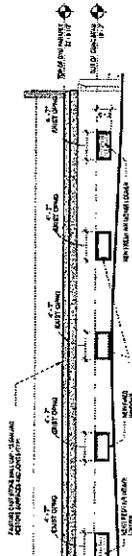
**D1 EXTERIOR ELEVATION - NORTH**  
 SCALE: 1/8" = 1'-0"



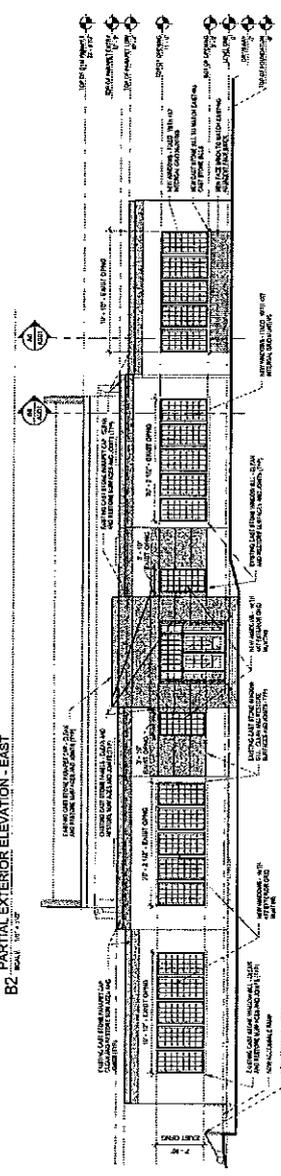
**C1 EXTERIOR ELEVATION - SOUTH**  
 SCALE: 1/8" = 1'-0"



**B1 EXTERIOR ELEVATION - WEST**  
 SCALE: 1/8" = 1'-0"

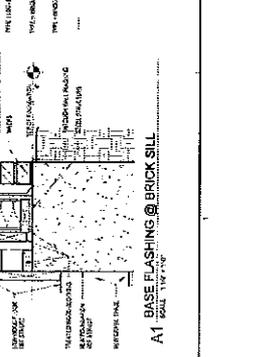
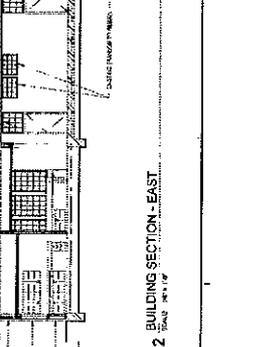
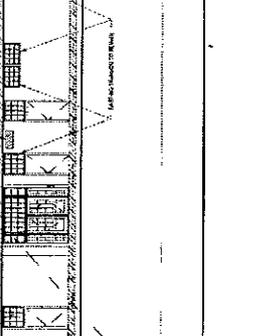
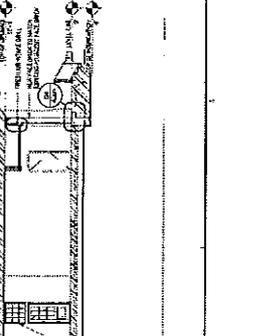
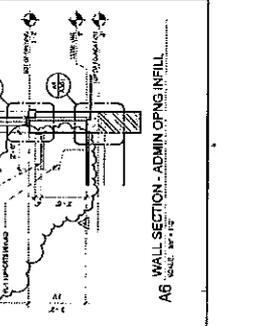
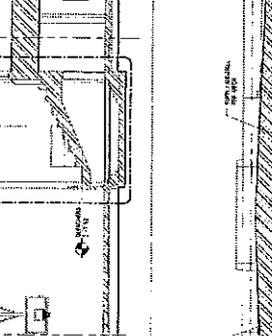
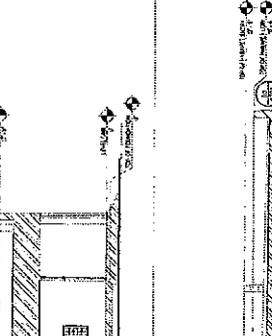
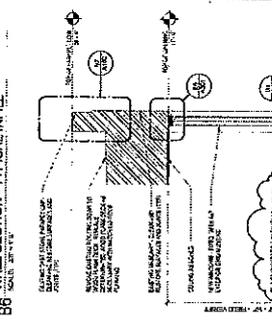
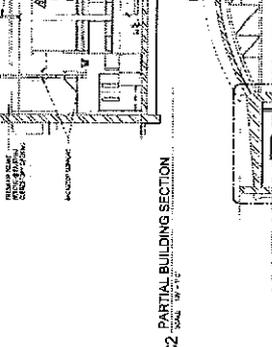
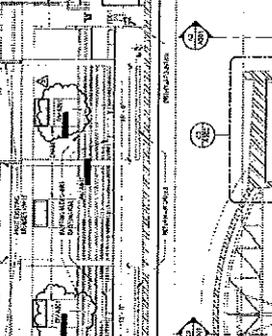
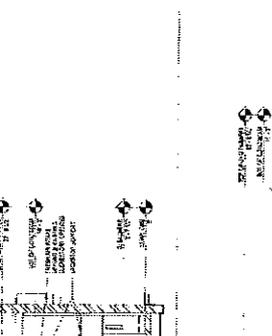
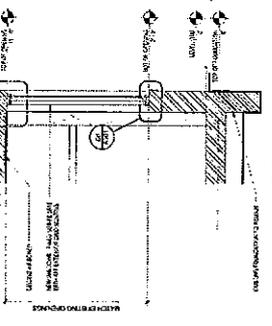
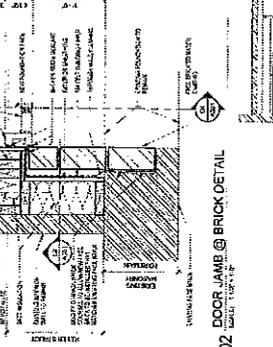
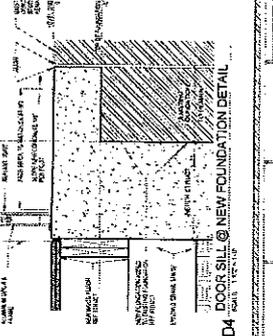
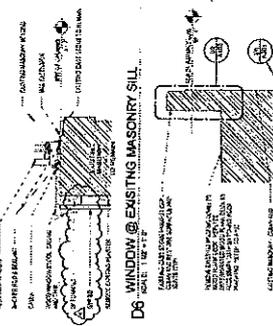
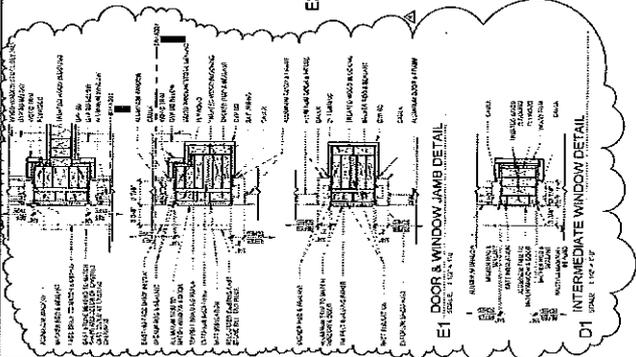
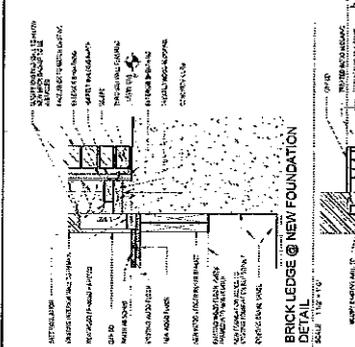
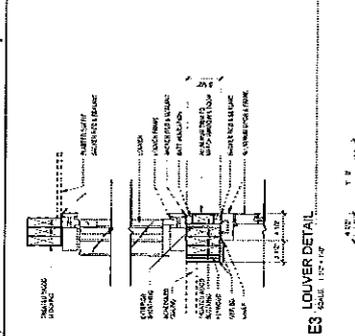
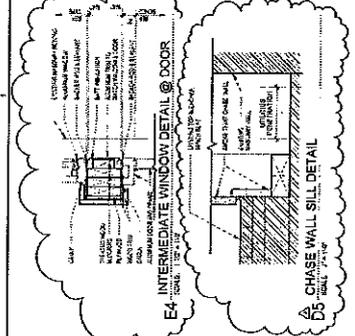
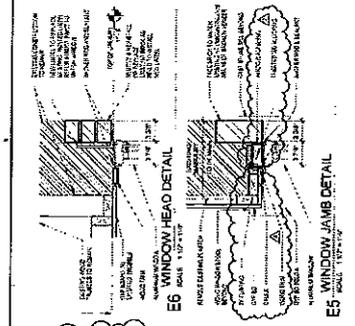


**B2 PARTIAL EXTERIOR ELEVATION - EAST**  
 SCALE: 1/8" = 1'-0"



**A1 EXTERIOR ELEVATION - EAST**  
 SCALE: 1/8" = 1'-0"

Old Murphy School Community Center



DATE: 08/14/11

SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"



No.	Date	Description
1	10/15/15	ISSUED FOR PERMITS
2	10/20/15	ISSUED FOR PERMITS
3	11/05/15	ISSUED FOR PERMITS
4	11/10/15	ISSUED FOR PERMITS
5	11/15/15	ISSUED FOR PERMITS
6	11/20/15	ISSUED FOR PERMITS
7	11/25/15	ISSUED FOR PERMITS
8	12/01/15	ISSUED FOR PERMITS
9	12/05/15	ISSUED FOR PERMITS
10	12/10/15	ISSUED FOR PERMITS
11	12/15/15	ISSUED FOR PERMITS
12	12/20/15	ISSUED FOR PERMITS
13	12/25/15	ISSUED FOR PERMITS
14	01/05/16	ISSUED FOR PERMITS
15	01/10/16	ISSUED FOR PERMITS
16	01/15/16	ISSUED FOR PERMITS
17	01/20/16	ISSUED FOR PERMITS
18	01/25/16	ISSUED FOR PERMITS
19	02/01/16	ISSUED FOR PERMITS
20	02/05/16	ISSUED FOR PERMITS
21	02/10/16	ISSUED FOR PERMITS
22	02/15/16	ISSUED FOR PERMITS
23	02/20/16	ISSUED FOR PERMITS
24	02/25/16	ISSUED FOR PERMITS
25	03/01/16	ISSUED FOR PERMITS
26	03/05/16	ISSUED FOR PERMITS
27	03/10/16	ISSUED FOR PERMITS
28	03/15/16	ISSUED FOR PERMITS
29	03/20/16	ISSUED FOR PERMITS
30	03/25/16	ISSUED FOR PERMITS
31	04/01/16	ISSUED FOR PERMITS
32	04/05/16	ISSUED FOR PERMITS
33	04/10/16	ISSUED FOR PERMITS
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66	09/25/16	ISSUED FOR PERMITS
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68	10/05/16	ISSUED FOR PERMITS
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70	10/15/16	ISSUED FOR PERMITS
71	10/20/16	ISSUED FOR PERMITS
72	10/25/16	ISSUED FOR PERMITS
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79	12/01/16	ISSUED FOR PERMITS
80	12/05/16	ISSUED FOR PERMITS
81	12/10/16	ISSUED FOR PERMITS
82	12/15/16	ISSUED FOR PERMITS
83	12/20/16	ISSUED FOR PERMITS
84	12/25/16	ISSUED FOR PERMITS
85	01/01/17	ISSUED FOR PERMITS
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96	02/25/17	ISSUED FOR PERMITS
97	03/01/17	ISSUED FOR PERMITS
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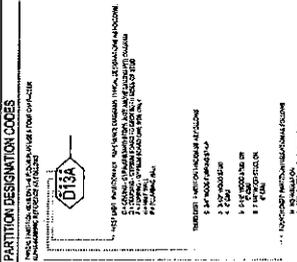
**GRAPHIC EXAMPLE**

1. PARTITION TYPE  
 2. PARTITION TYPE  
 3. PARTITION TYPE

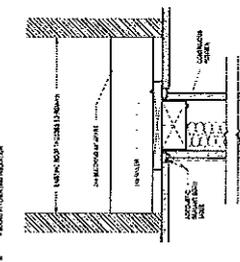


**DOOR FRAME AND PARTITION TYPES**

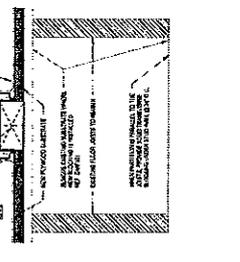
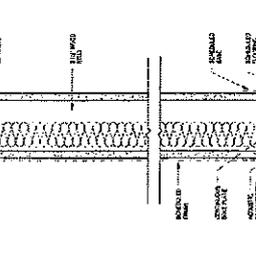
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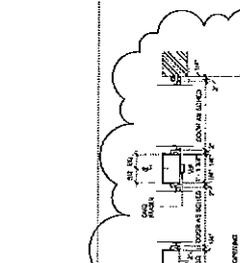
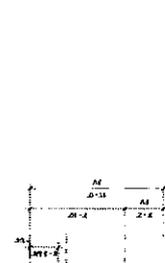
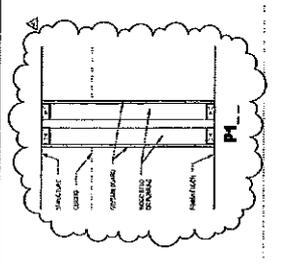
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 3. PARTITION TYPE



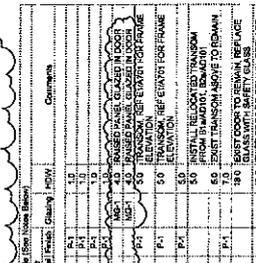
**DOOR FRAME AND PARTITION TYPES**



1. PARTITION TYPE  
 2. PARTITION TYPE  
 3. PARTITION TYPE

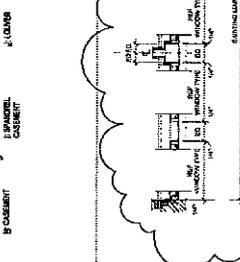
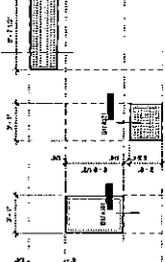
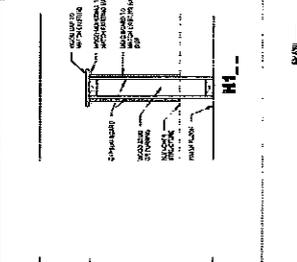


**WEST ENTRY OPENING DIAGRAM**

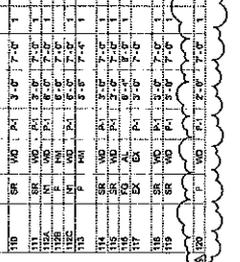
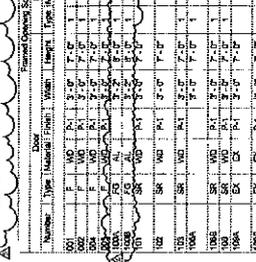


No.	Type	Material	Finish	Width	Height	Comments
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102	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
103	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
104	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
105	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
106	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
107	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
108	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
109	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
110	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
111	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
112	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
113	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
114	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
115	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
116	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
117	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
118	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
119	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN
120	W	WOOD	PA	3'-0"	7'-0"	EXIST WINDOW ABOVE TO REMAIN

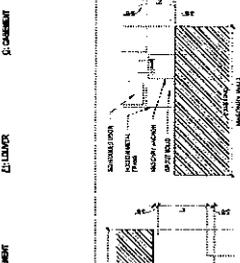
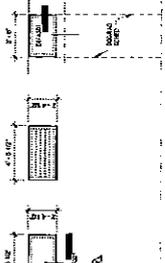
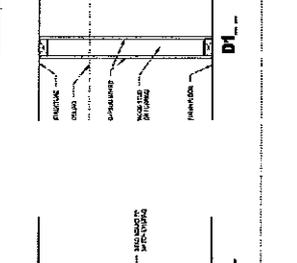
1. PARTITION TYPE  
 2. PARTITION TYPE  
 3. PARTITION TYPE



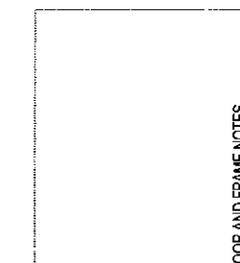
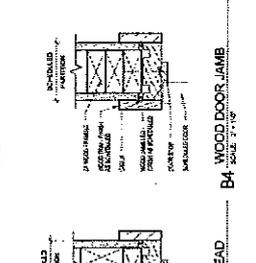
**JAMB AT MASONRY**



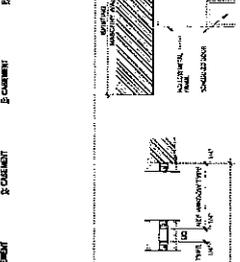
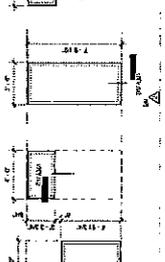
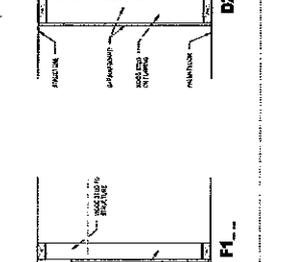
1. PARTITION TYPE  
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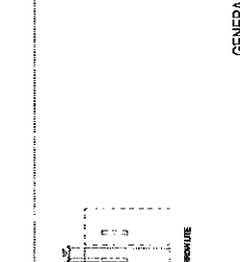
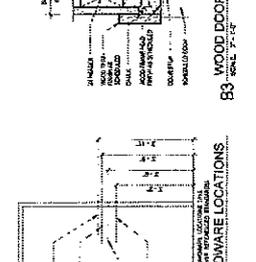
**HEAD AT MASONRY**



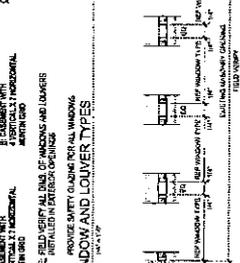
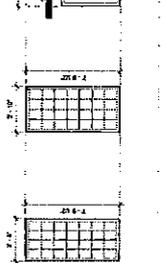
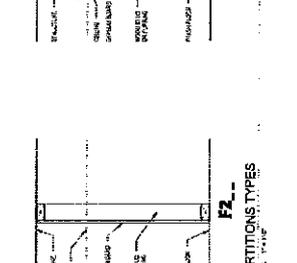
1. PARTITION TYPE  
 2. PARTITION TYPE  
 3. PARTITION TYPE



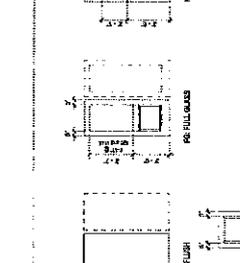
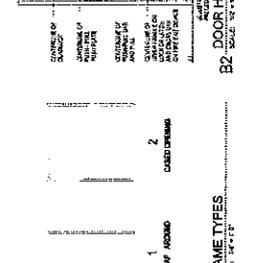
**WOOD DOOR JAMB**



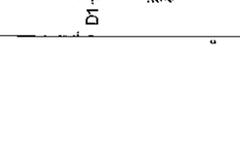
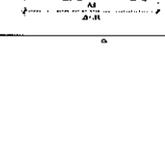
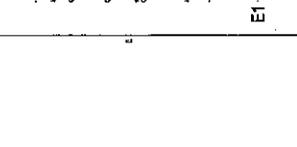
1. PARTITION TYPE  
 2. PARTITION TYPE  
 3. PARTITION TYPE



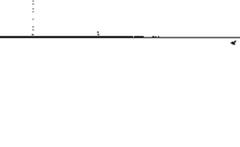
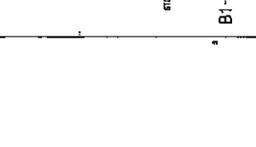
**WOOD DOOR HEAD**



1. PARTITION TYPE  
 2. PARTITION TYPE  
 3. PARTITION TYPE



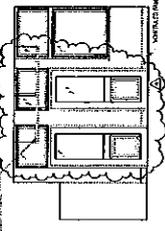
**WOOD DOOR SILL**



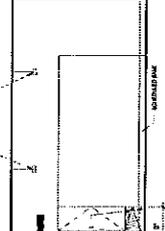
1. PARTITION TYPE  
 2. PARTITION TYPE  
 3. PARTITION TYPE

**GENERAL NOTES**

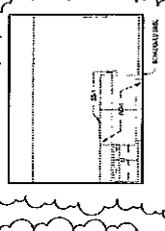
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND ALARM CODES AND ALL APPLICABLE LOCAL ORDINANCES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SAFETY CODES AND ALL APPLICABLE LOCAL ORDINANCES.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CODES AND ALL APPLICABLE LOCAL ORDINANCES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SMOKE AND SMOKE-CONTROL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SOUND AND VIBRATION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TRANSPORTATION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.



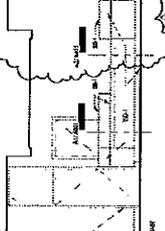
**E5 LOBBY (100) - WEST**  
 SCALE: 1/4" = 1'-0"



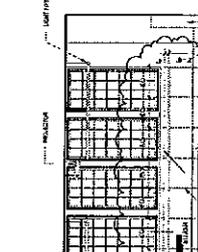
**E4 LOBBY (100) - SOUTH**  
 SCALE: 1/4" = 1'-0"



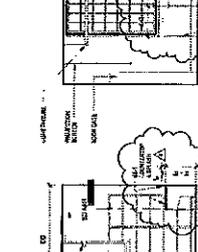
**E3 LOBBY (100) - EAST**  
 SCALE: 1/4" = 1'-0"



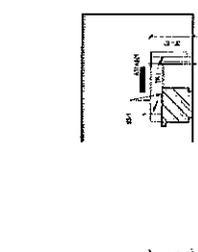
**E1 LOBBY (100) - NORTH**  
 SCALE: 1/4" = 1'-0"



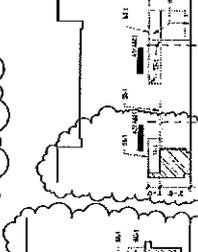
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 SCALE: 1/4" = 1'-0"



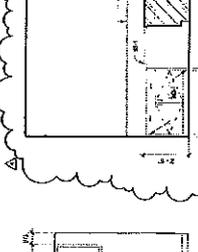
**D5 CHILDRENS PLAY / LEARNING / CLUB ROOM / MEETING (104) - NORTH**  
 SCALE: 1/4" = 1'-0"



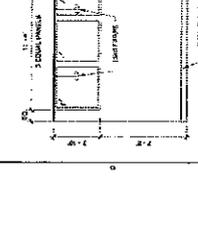
**D4 RECEPTION (105) - WEST**  
 SCALE: 1/4" = 1'-0"



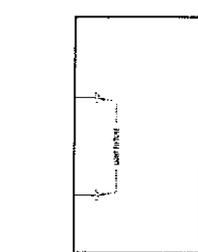
**D3 RECEPTION (105) - SOUTH**  
 SCALE: 1/4" = 1'-0"



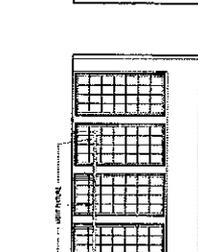
**D2 RECEPTION (105) - EAST**  
 SCALE: 1/4" = 1'-0"



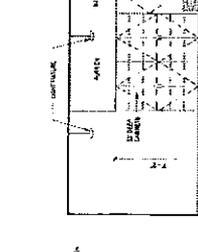
**D1 OFFICE (102) - WEST**  
 SCALE: 1/4" = 1'-0"



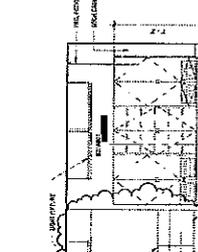
**C6 MEETING / DANCE / EXERCISE (106) - SOUTH**  
 SCALE: 1/4" = 1'-0"



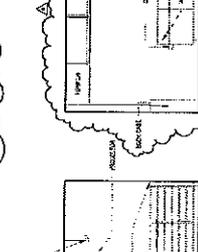
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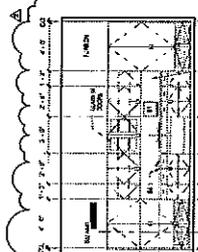
**C4 MEETING / DANCE / EXERCISE (106) - NORTH**  
 SCALE: 1/4" = 1'-0"



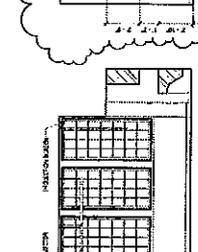
**C2 CHILDRENS PLAY / LEARNING / CLUB ROOM / MEETING (104) - WEST**  
 SCALE: 1/4" = 1'-0"



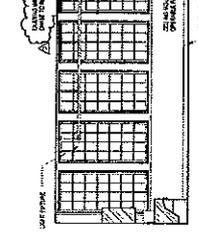
**C1 CHILDRENS PLAY / LEARNING / CLUB ROOM / MEETING (104) - SOUTH**  
 SCALE: 1/4" = 1'-0"



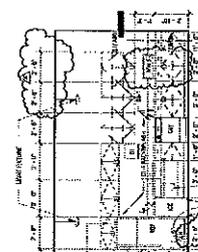
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 SCALE: 1/4" = 1'-0"



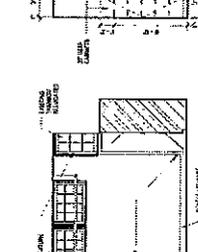
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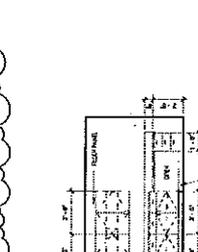
**B3 TEACHING / SERVING / CLASSROOM / SNACK (117) - ARTS & CRAFTS MEETING / TRAININGS / BANQUET ROOM (118) - EAST**  
 SCALE: 1/4" = 1'-0"



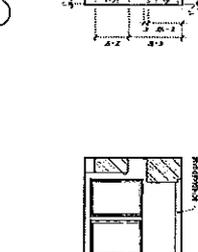
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 SCALE: 1/4" = 1'-0"



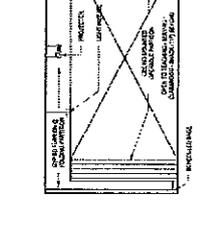
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 SCALE: 1/4" = 1'-0"



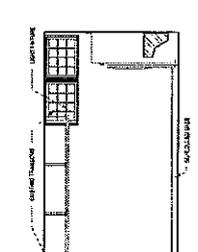
**B6 ARTS & CRAFTS / MEETING / TRAINING / BANQUET ROOM (118) - SOUTH**  
 SCALE: 1/4" = 1'-0"



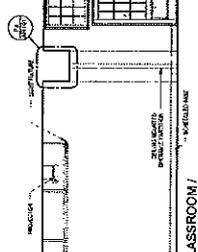
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 SCALE: 1/4" = 1'-0"



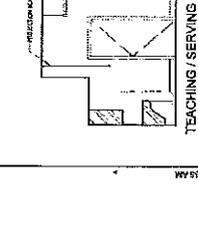
**B3 ARTS & CRAFTS / MEETING / TRAINING / BANQUET ROOM (118) - NORTH**  
 SCALE: 1/4" = 1'-0"



**B1 TEACHING / SERVING / CLASSROOM / SNACK (117) - ARTS & CRAFTS MEETING / TRAININGS / BANQUET ROOM (118) - WEST**  
 SCALE: 1/4" = 1'-0"



**A5 COPY WORKROOM (103) - NORTH**  
 SCALE: 1/4" = 1'-0"



**A6 COPY WORKROOM (103) - EAST**  
 SCALE: 1/4" = 1'-0"

**Old Murphy School Community Center**

**CITY OF MURPHY**  
 DR. INDEPENDENCE, TEXAS



200 North Murphy Road  
 Murphy, Texas 75643  
 Phone: (817) 339-1111  
 Fax: (817) 339-1112  
 Email: info@wharchitects.com

**INTERIOR ELEVATIONS**

**A701**

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMIT
2	11/15/11	ISSUED FOR PERMIT
3	12/15/11	ISSUED FOR PERMIT
4	01/15/12	ISSUED FOR PERMIT
5	02/15/12	ISSUED FOR PERMIT
6	03/15/12	ISSUED FOR PERMIT
7	04/15/12	ISSUED FOR PERMIT
8	05/15/12	ISSUED FOR PERMIT
9	06/15/12	ISSUED FOR PERMIT
10	07/15/12	ISSUED FOR PERMIT
11	08/15/12	ISSUED FOR PERMIT
12	09/15/12	ISSUED FOR PERMIT
13	10/15/12	ISSUED FOR PERMIT
14	11/15/12	ISSUED FOR PERMIT
15	12/15/12	ISSUED FOR PERMIT
16	01/15/13	ISSUED FOR PERMIT
17	02/15/13	ISSUED FOR PERMIT
18	03/15/13	ISSUED FOR PERMIT
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20	05/15/13	ISSUED FOR PERMIT
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22	07/15/13	ISSUED FOR PERMIT
23	08/15/13	ISSUED FOR PERMIT
24	09/15/13	ISSUED FOR PERMIT
25	10/15/13	ISSUED FOR PERMIT
26	11/15/13	ISSUED FOR PERMIT
27	12/15/13	ISSUED FOR PERMIT
28	01/15/14	ISSUED FOR PERMIT
29	02/15/14	ISSUED FOR PERMIT
30	03/15/14	ISSUED FOR PERMIT
31	04/15/14	ISSUED FOR PERMIT
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34	07/15/14	ISSUED FOR PERMIT
35	08/15/14	ISSUED FOR PERMIT
36	09/15/14	ISSUED FOR PERMIT
37	10/15/14	ISSUED FOR PERMIT
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39	12/15/14	ISSUED FOR PERMIT
40	01/15/15	ISSUED FOR PERMIT
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95	08/15/19	ISSUED FOR PERMIT
96	09/15/19	ISSUED FOR PERMIT
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100	01/15/20	ISSUED FOR PERMIT

KEY PLAN

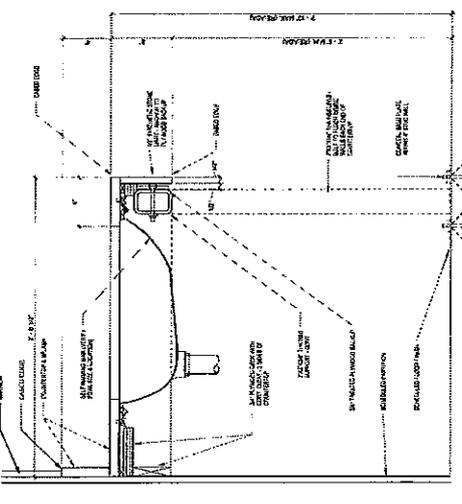
**Old Murphy School Community Center**



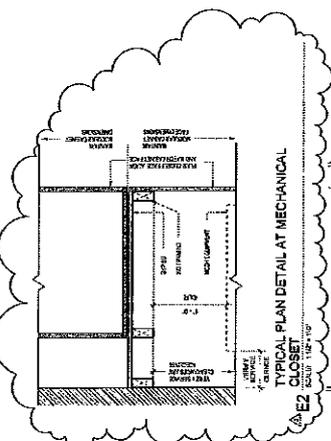
2180 NORTH MURPHY ROAD  
DALLAS, TEXAS 75244  
PHONE: 972.355.1000  
WWW.WHRARCHITECTS.COM



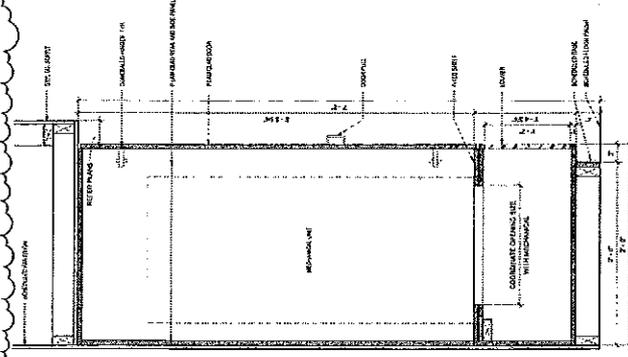
INTERIOR DETAILS



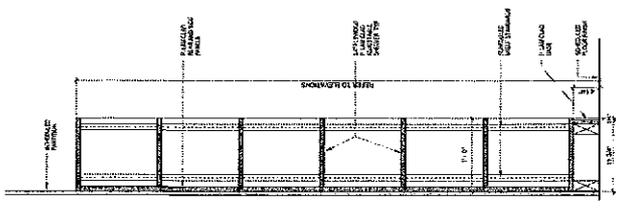
**D5 COUNTERTOP WITH SINK**  
SCALE: 3/4"=1'-0"



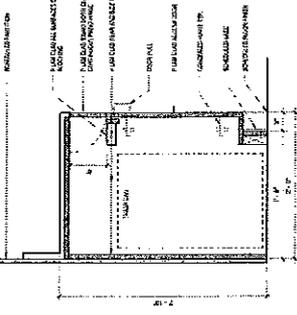
**A2 TYPICAL PLAN DETAIL AT MECHANICAL CLOSET**  
SCALE: 1/8"=1'-0"



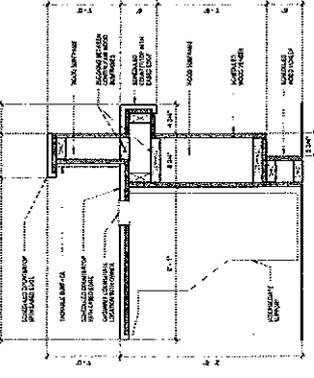
**B3 FULL HEIGHT CABINET - MECHANICAL**  
SCALE: 1/8"=1'-0"



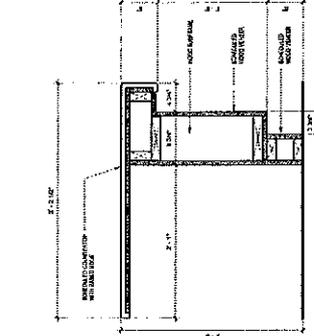
**B2 BOOKCASE**  
SCALE: 1/8"=1'-0"



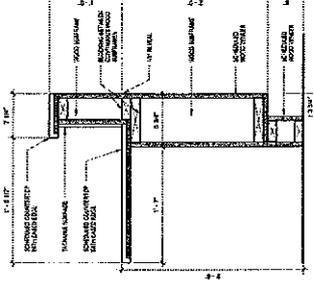
**B1 BASE CABINET TRASH**  
SCALE: 1/8"=1'-0"



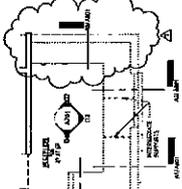
**A1 RECEPTION DESK - TRANSACTION**  
SCALE: 1/8"=1'-0"



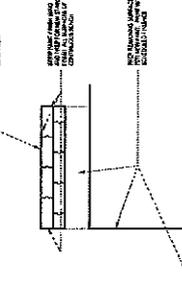
**A2 RECEPTION DESK - ACCESSIBLE**  
SCALE: 1/8"=1'-0"



**A3 RECEPTION DESK - EAST/WEST**  
SCALE: 1/8"=1'-0"



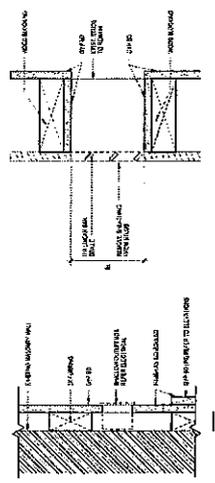
**A4 RECEPTION DESK - 105**  
SCALE: 3/4"=1'-0"



**A6 BLEACHER BENCH FINISHES**  
SCALE: 3/4"=1'-0"

**B6 R/A GRILL**  
SCALE: 3/4"=1'-0"

**B5 FLOOR DETAIL**  
SCALE: 1/2"=1'-0"













# REQUEST FOR INFORMATION

Project Name Old Murphy School Community Center

RFI Number 37

**MODERN**  
**CONTRACTORS**

Date 07/08/11

2008 Plaza Drive  
Bedford, Texas 76021  
Office : 817.571.2320  
Fax : 817.571.5805

Architect WHR Architects, Inc.

Specification Referenced Millwork and HVAC

Drawings Referenced A701 and A801

Possible Cost Impact

Possible Time Impact

Subject : FCU's in the Millwork Closets

## REQUEST

FCU's 1,2,3,4,6,7,8, and 9. are shown to be located in various closets. These closets are included as part of the millwork as can be seen on Sheet A701. The detail B3 on A801 shows the the mechanical units rests on the millwork. We do not recommend placing the units inside the millwork for several reasons. 1. The millwork will not contain the noise and vibrations from the units. 2. The units will be diffivult to service in the cabinets. 3. The millwork typically is not place on the job until the cilmate is controlled by running units. 4. Any leaking of condensation from the units in the future will damage the cabinets. We propose to bulld the closets out of wood framing and drywall with the same doors and louvers made from the millwork. This would allow us to install the units before the millwork, yet also keep the same look from the outside while avoiding the above mentioned problems. Please advise.

REQUEST SUBMITTED BY: \_\_\_\_\_

## RESPONSE

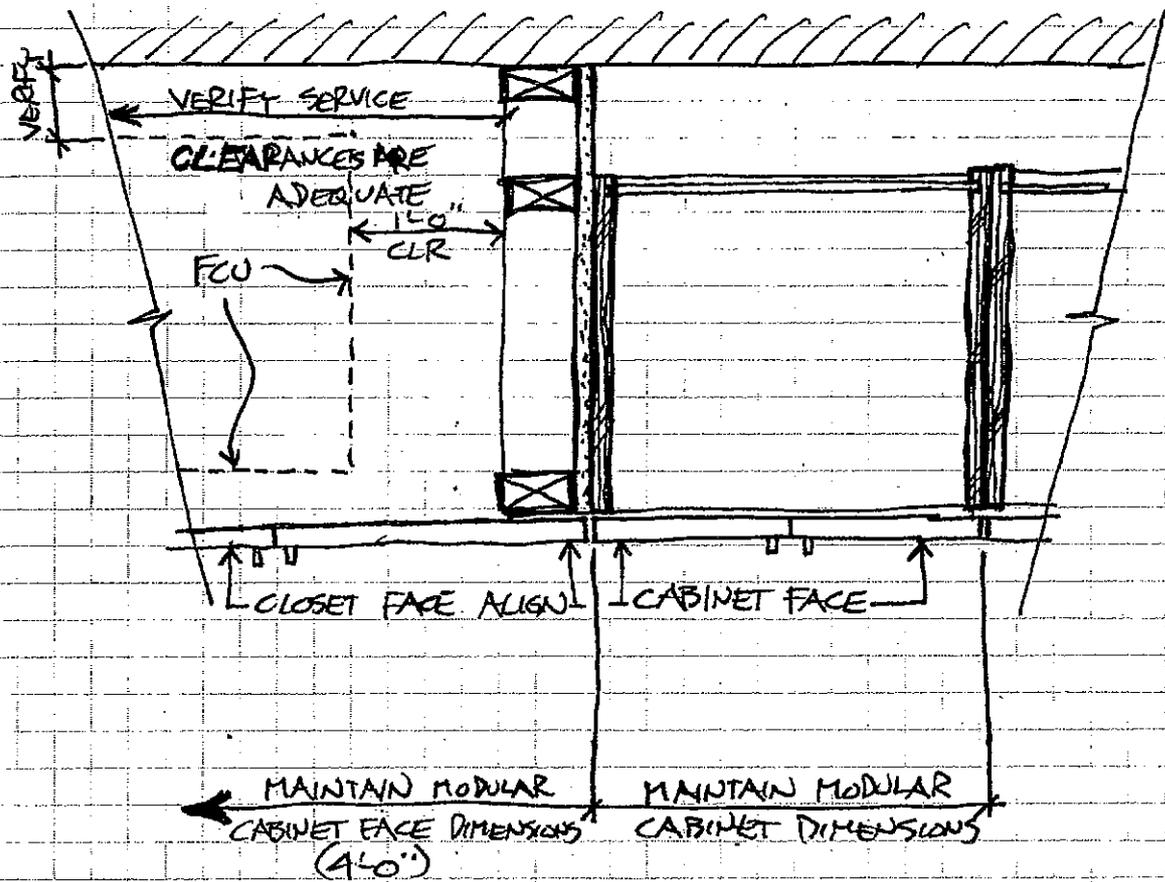
Date of Response July 13, 2011

If the adjacent cabinets are not reduced in size, the FCUs' service clearances are maintained, the cabinet door faces and FCU closet door faces are in the same plane then the proposed change is acceptable at no additional cost to owner. See attached detail and verify service clearances can be maintained with manufacturer.

Digitally signed by  
Laurence Mitchell  
Date: 2011.07.13  
09:56:55 -05'00'

COPY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNED



## Tim Tench

---

**From:** Laurence Mitchell <lmitchell@whrarchitects.com>  
**Sent:** Tuesday, August 23, 2011 5:06 PM  
**To:** Tim Tench  
**Cc:** Charles Lowry  
**Subject:** Added Door 100B  
**Attachments:** Added door 100A.docx

Please price this hardware set for the added door 100B in place of HW set 4.0 from WCPR # 1:

Door: 100B

Continuous Hinge	MCK-12HD	CL	MK
Exit Device (rim, exit only)	ED4200M	630	RU
Door Pull	BF157	US32D	RO
Surface Closer	UNI8501 TBGN	689	NO

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Laurence Mitchell, AIA  
Project Architect  
lmitchell@whrarchitects.com  
WHR Architects, Inc.  
3131 McKinney Ave. Suite 340 · Dallas, Texas 75204  
214.239.2161 phone · 214.468.8526 fax  
whrarchitects.com



Contact: Billy Palmertree  
Vice President

Date: 8-23-11

Customer: Modern Contractors  
Attn: Tim Tench

Job Site: Old Murphy School

### MILLWORK QUOTATION

General Notes: Estimate price reflects indicated work only

ROOM#	NOTE #	DESCRIPTION:	PRICE																								
		per PR 1																									
See notes	B3/A801	delete cabinet body only at 8 tall cabinets that house HVAC units: Rm 100,104,106,115,118	(1,509.00)																								
105	A4/A801	add additional finished side to reception desk	1,942.00																								
104	D6/A701	add solid surface countertop with supports	5,107.00																								
117	B2/A701	delete oven and add new base cabinet	231.00																								
118	B6/A701	delete upper and lower cabinet	(300.00)																								
		<table border="0"> <tr> <td></td> <td>Add</td> <td>Deduct</td> <td>Total Change</td> </tr> <tr> <td></td> <td>material</td> <td>3748</td> <td>-914</td> <td>2834</td> </tr> <tr> <td></td> <td>shop labor</td> <td>1796</td> <td>-623</td> <td>1173</td> </tr> <tr> <td></td> <td>install labor</td> <td>1363</td> <td>-349</td> <td>1014</td> </tr> <tr> <td></td> <td>OH/P</td> <td></td> <td></td> <td>450</td> </tr> </table>		Add	Deduct	Total Change		material	3748	-914	2834		shop labor	1796	-623	1173		install labor	1363	-349	1014		OH/P			450	
	Add	Deduct	Total Change																								
	material	3748	-914	2834																							
	shop labor	1796	-623	1173																							
	install labor	1363	-349	1014																							
	OH/P			450																							

Bid Includes: Fabrication, Delivery, Installation & Clean Up

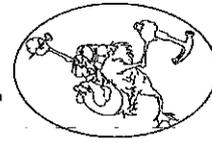
Subtotal \$ 5,471.00

Exclusions: Discount -

Total \$ 5,471.00



**SEAMONSTER'S CREATIONS**



2

508 Fossil Lake Ct.  
Arlington, TX. 76002  
817-821-1499

Modern Contractors  
Old Murphy Extra 3  
Minority & Women Business Enterprises Program (WFDB27275N0512)

1. Labor and material for Mechanical closet

**Total: \$1985.23**  
**Net term due bi monthly**

We at Seamonsters' feel this is a competitive and fair bid, and that the scope of work provided above will complete this project in its entirety without any change orders or unforeseen cost to the General Contractor and /or Owner. If you feel this price is out of your budget please contact Francis Krebs for revaluation of this project.

Royal Painting Inc.  
1350 E. Arapaho Rd., Suite 130  
Richardson, TX 75081  
Phone: 972-664-1818 / Fax: 972-664-1895

**OLD MURPHY SCHOOL COMMUNITY CENTER  
WCRP #1  
Murphy, TX**

August 10, 2011

**MODERN CONTRACTOR**  
Attention: Tim Tench  
Office: 817-571-2320 / Fax: 817-571-5805

We hereby propose to furnish labor, material and equipment to complete in a quality workmanship like manner the following:

**Interior:**

Sand, Prime and Paint Presentation Platform 113 Black

Material	\$100.00
Labor	\$300.00
Equipment	\$50.00
<b>SUB-TOTAL</b>	<u>\$450.00</u>
OH / PROFIT	\$75.00
<b>Total Cost:</b>	<u><b>\$525.00</b></u>

**Qualifications:**

Price based on plans dated August 3, 2011  
Price does not include sales tax

**Exclusions:**

Masonry Sealer & Stain, EIFS & Stucco, Prefinished Metals, FRP, VWC, Laminate Wood Paneling, Corner Bead, Fixtures & Equipment, Concrete Floors, All Prefinished Items, Millwork & Casework, Signage & Graphics, Touch-up Deck Welds, Powder Coating, Anything not specifically referenced above.

Thank You,

*J. Richard Trotter*  

---

J. Richard Trotter - Estimator  
richard@royalpaintinginc.com

**ANIL JACOB**

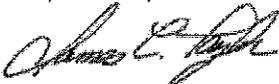
**From:** James Taylor <james@sustainable-glazing-concepts.com>  
**Sent:** Wednesday, August 24, 2011 4:15 PM  
**To:** 'Tim Tench'  
**Subject:** Deduct for Glass in Wood Frames

Tim,  
Pursuant to your request, the deduct to delete 5 lites (approximately 70 sf) of 1/4" clear tempered glass set in wood frames (by others) will be:  
\$355.85

Breakdown:  
Materials: 70 sf of 1/4" tempered glass - \$129.50  
Materials: 75 lf - Tape/Seals - \$56.25  
Labor: \$84.75 (3 hrs)  
Labor Burden: \$38.95  
OH&P: \$46.40

Total Deduct: \$355.85  
Please call if you have questions....james

Respectfully,



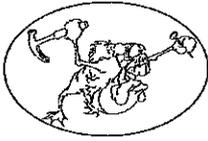
James C. Taylor  
972.540.5599 - x11, office  
972.540.5579, fax  
972.529.8121, cell  
[james@sustainable-glazing-concepts.com](mailto:james@sustainable-glazing-concepts.com)  
[www.sustainable-glazing-concepts.com](http://www.sustainable-glazing-concepts.com)

Sustainable  
glazing concepts, inc.

1513 S. Tennessee St., Ste. #124  
McKinney, Texas 75069

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Please be advised the information contained herein is confidential and intended only for the individual/individuals indicated above. If you are not the named recipient, you are hereby notified that any disclosure, distribution, dissemination, or copying of this correspondence, or its contents, is strictly prohibited. If this information has been received by you in error, please immediately contact the Sender at the above telephone number or email address.



**SEAMONSTER'S CREATIONS**



7

**508 Fossil Lake Ct.  
Arlington, TX. 76002  
817-821-1499**

**Modern Contractors  
Old Murphy Extra  
Minority & Women Business Enterprises Program (WFDB27275N0512)**

1. Labor and material for deduction for less 10' of 2x4 wall in administrative area

**Total: \$170.00  
Net term due bi monthly**

We at Seamonsters' feel this is a competitive and fair bid, and that the scope of work provided above will complete this project in its entirety without any change orders or unforeseen cost to the General Contractor and /or Owner. If you feel this price is out of your budget please contact Francis Krebs for revaluation of this project.

# Sustainable glazing concepts, inc.

May 15, 2011

Tim Tench  
**MODERN CONTRACTORS**  
2008 Plaza Drive  
Bedford, TX 76021

Sent Via: Hand, email  
07/21/2011, 10:00am

Tel: 817.571.2320  
Fax: 817.571.5805

Subject: **Add Single Leaf Door and Frame, Modify Elevation**

Reference: **Old Murphy School Community Center  
Murphy, TX**

Tim:

Pursuant to the returned 1st submittal set of our shop drawings, I am providing you with pricing to include one (1) single-leaf aluminum entrance door with raised panel, and modifications to adjacent windows, frames, and breakmetal conditions as necessary to include this door elevation. Please issue a change order so that we may include this door on our soon to be released material orders. Please note that all door hardware items are to be provided by other suppliers. We include hardware preparation of doors and frames only for installation by others.

New Door for Door Elevation #100 will include a solid, non-removable mullion as indicated by the architect's general note. Hardware is not included. Door hardware items provided by hardware supplier.

Cost of Materials:	\$	1,659
Cost of miscellaneous accessories:	\$	10
Cost of Labor: (Includes, mobilization, offloading, layout, fabrication, installation):	\$	630
Payroll Burden:	\$	232
General Conditions, Overhead @ 10%:	\$	253
Profit @ 5%:	\$	127
P&P Bond Cost: Not Applicable)	\$	-
<b>ADD Total:</b>	<b>\$</b>	<b>2,911</b>

Action will not proceed until acceptance/approval of this proposal is received in writing.

I hope the above information will assist with your efforts to complete this change request. Please call if you have questions or need additional information.

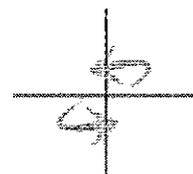
Sincerely,  
**SUSTAINABLE GLAZING CONCEPTS, INC**



James C. Taylor  
Vice President

sustainable glazing concepts, inc.

1513 s. tennessee st., ste #124  
mckinney, tx. 75069  
tel: 972.540.5599 fax: 972.540.5579



# Woodard Builders Supply Builders Hardware

Phone: 817/831-6423  
Fax: 817/831-6547

P.O. Box 161849  
Fort Worth, Texas 76161-1849

6405 Airport Freeway  
Fort Worth, Texas 76117

## ◆ Quote ◆

---

Date: August 29, 2011

To: Modern Contractors  
Attn: Anil Jacob  
Fax: E-Mail / Fax

From: Trey Woodard/Tammie Jones

Re: **Old Murphy School**

---

We wish to quote you the following prices to furnish materials listed below as an extra to the contract.

**Finish Hardware** **\$1,580.00**

**Door: 100B (Based on 3-0 x 8-0 x 1 3/4)**

- 1 EA Continuous Hinge – MCK-12HD x 95”**
- 1 EA Exit Device (Rim, exit only) – ED4200M x 630 x M54**
- 1 EA Door Pull – BF157 x US32D**
- 1 EA Surface Closer – UNI8501 TBGN x 689**

This price is net FOB the jobsite for material only and does not include sales tax or installation.

**★ If we are to proceed as outlined above, we must have a signed purchase/change order agreement before we are able to proceed.**

Should you require additional information, please let us know.

August 29, 2011

Tim Tench  
**MODERN CONTRACTORS**  
2008 Plaza Drive  
Bedford, TX. 76021

NOTE! WINDOW ELEVATIONS  
CANNOT BE MODIFIED AS INDICATED!

Sent Via E-mail  
8/29/11 4:47 PM

Tel: 817.571.2320  
Fax: 817.571.5805

**Subject: Glass and Glazing Proposal: WCPR #1 - Option #1**  
**Reference: Old Murphy School Community Center CHANGE REQUEST #002**  
**Murphy, Texas**

Dear Tim:

The above COR, RFI or PCR, was reviewed and pursuant to the instructions provided, the following change order cost adjustments to our contract will apply. Please review the information provided and proceed with issuing Sustainable Glazing Concepts, Inc. formal change documents in accordance with our subcontract agreement. Ordering or release of materials, labor, equipment, accessories, and engineering required to complete changed work cannot proceed until we have received properly executed documentation from your firm.

**I. SCOPE OF WORK CHANGE PURSUANT TO WCPR #1. (Per meeting with Tim & Architect, 08/25/2011.**

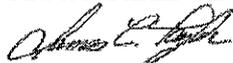
Description: "OPTION #1, MUST BE COMBINED WITH SGC CHANGE REQUEST #001!  
See revised plan sheet #4.00E attached. Pricing includes changes as shown on this drawing sheet.  
Pricing includes changes to door elevation #100 and #100A. Additional door jambs and hardware fabrication are included. **IMPORTANT NOTE!** Window Elevations and sizes do not change as shown on architects changed drawings. These windows are already produced and will ship soon!

Cost of Materials Needed for Requested Change: (Includes materials and revised drawings)	\$	587.00
Cost of Accessories, (Fasteners, Anchors, Shims, Drawings, etc.):	\$	-
Cost of Labor Needed to Complete Requested Change: (Disassemble doors, cut to size)	\$	656.00
Payroll Burden: (Insurance, Worker Comp., General Liability, Unemployment Comp). 46%	\$	301.76
Subtotal of Cost:	\$	1,544.76
Sales Tax @ 0.00%	\$	-
Overhead @ 10%	\$	154.48
Profit @ 5%	\$	77.24
P&P Bond Cost: 0.00% (if required).	\$	-
<b>Total:</b>	<b>\$</b>	<b>1,776.47</b>

I hope the above information will assist with your efforts to complete this change request. Please call if you have questions or need additional information.

Sincerely,

**SUSTAINABLE GLAZING CONCEPTS, INC.**

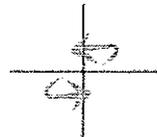


James C. Taylor  
Vice President

[james@sustainable-glazing-concepts.com](mailto:james@sustainable-glazing-concepts.com)

sustainable glazing concepts, inc.

1513 s. tennessee st., ste #124  
mckinney, tx. 75069  
tel: 972.540.5599 fax: 972.540.5579





TECL: 25919

Change order # 9

Tel: 972-567-6444

Fax: 214-387-0555

Project name: Old Murphy School

Date: 09-10-2011

Email: [Americanelectric@ymail.com](mailto:Americelectric@ymail.com)

### Scope of work

Install 4 new 120V 20Amp outlets from main electrical room to room 104.

Labor and Material: \$960.00 Nine hundred sixty dollars.

With all regards: *Frank Melanian*

**ARTISAN MOISTURE PROTECTION, CORP.  
P.O. BOX 153991  
IRVING, TEXAS 75015-3991  
PHONE 972-399-1892 FAX 972-399-2042**

**CHANGE ORDER REQUEST**

09/07/2011

MODERN Contractors

Attn: Tim Tench

Re.: Old Murphy School

Artisan Moisture Protection, Corp. hereby request an add to our original contract for the following items:

C/O from

1. Additional Traffic Coating per request w/ NeoGard Peda-Gard M system

Total \$245.00

If the work is already being performed on these items, our next invoice may reflect this cost.

Greg Herr

---

Project Manager


**Lone Star Floors**  
*by forte commercial services, LLC*  
**720 Avenue F, Suite 105**  
**Plano, TX 75074**  
**972-578-0408**  
**972-578-0304 FAX**

# Change Order Request

## #1

**Date:** August 9, 2011

**To:** Tim Tench  
Modern Contractors

**Project:** Old Murphy School  
Community Center  
Murphy, Texas

**Fax:** 817-571-5805

DESCRIPTION	AMOUNT
<b>PER DRAWINGS DATED 8/3/11 AND RFI DATED 8/4/11</b>	
Omit sheet vinyl at Janitor 111..... <b>NOTE:</b> We exclude elastomeric deck coating.	\$ (745.00)
Furnish and install new CT-2 (Daltile Monticito) in lieu of previous CT-2 (Daltile Octagon)..... <b>NOTE:</b> 1. New specified tile CT-2 not available in 12X24. Priced as 12X12.	\$ (631.00)
Add wall tiles CT-3 and CT-5 at restrooms.....	\$ 2,555.00
<b>TOTAL:</b>	<b>\$ 1,179.00</b>

**Please fax back your approval:**

Respectfully Submitted By:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
John Ingram, General Manager



# MODERN CONTRACTORS

## PROPOSAL

To: Laurence Mitchell, AIA  
Project Architect  
[lmitchell@whrarchitects.com](mailto:lmitchell@whrarchitects.com)  
WHR Architects, Inc.  
3131 McKinney Ave. Suite 340 · Dallas, Texas 75204

via email

DATE: 9/9/2011

RE: Old Murphy School Community Center  
Modern Proposed Change Order (PCO) # 23R

We hereby propose to supply all supervision, labor, materials, and equipment necessary to complete the following described work. All work will be performed in a professional manner with quality craftsmanship

### Scope Of Work

The addition of Bone White roller shades to rooms the exterior windows in rooms 101, 103, 106, 114, 115 and the Gym. The Gym windows include the large windows on each side of the presentation platform and the 3 windows behind the bleachers.

A. See attached. \$2,859.00

Sub Total	\$2,859.00
Markup - 10%	\$285.90
Sub Total	\$3,144.90
Bonds and Insurances - 3%	\$94.35

Net Change This Proposal	ADD	3,239.25
Net Change in Days This Proposal		-

### Acceptance

This proposal is accepted and agreed to this date as indicated by the signatures below:

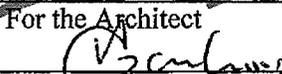
For the Owner



Date

9.9.11

For the Architect

 Anne Jacobs

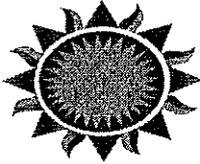
Date

9/9/2011

For Modern Contractors

Date





**BARBER & ASSOCIATES**  
**COMMERCIAL WINDOW COVERINGS INC.**  
P.O. BOX 495716 GARLAND, TX 75049-5716  
972-240-0291, FAX: 972-240-1672  
BarberCWC@Hotmail.com

September 1, 2011  
Attention: Tim Tench  
Modern Contractors  
2008 Plaza Drive,  
Bedford, TX 76021

**BID PROPOSAL REVISION**  
**ADD SHADES-revision 1**

Project: **Old Murphy School Community Center**  
**206 N. Murphy Road**  
**Murphy, TX**

We hereby propose to furnish and install all the materials and provide labor necessary for the completion of:

**Shades:**

18 each manual Springs Roller shades in Phifer Wire SW 7100 blackout fabric P04 White/Bone with fascia to be installed at exterior windows in the following rooms: Office 101, Copy Workroom 103, Meeting/Dance/Exercise 106, Storage 114 and Meeting Room/Games 115, Gym 112 (2 sets of windows on either side of Presentation Platform 12'w x 7'h, and 3 small windows on side above bleachers 7'wide x 4' high) only.

EXCLUSIONS: All other rooms & windows, side channel and crank controls for shades (N.A.)

**Original Contract for rooms 104, 117 & 118: \$ 1,714.00**

**ADD TO CONTRACT: \$ 2,859.00**

**REVISED CONTRACT AMOUNT: \$ 4,573.00**

**Quote to be made part of contract.**

Tax status: Exclude tax on material.

Quotes: Valid for 60 days and will become a part of and in addition to any contract or purchase order issued between parties.

Pricing: \*Base on single stage measuring and installation unless otherwise noted, use of dumpsters without fees, and a clear working space, elevator facilities, and electrical power.

Freight: Fob Jobsite

Insurance: Limited Indemnity.

Terms: Net 30 days. Contract projects: materials and labor to be paid within 45 days of draw request. Retainage to be paid within 30 days of planned project completion date.

Delivery: Allow 4 to 7 weeks from date of field measurement and is subject to manufacturer's lead times and freight time. Estimated ship date from manufacturer is \_\_\_\_\_.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner. Any alterations or deviation from above specifications involving extra cost will necessitate an extra charge. All agreements contingent upon strikes and accidents beyond our control.

Respectfully,  
David X. Barber

# MODERN CONTRACTORS

## PROPOSAL

To: Laurence Mitchell, AIA  
Project Architect  
[lmitchell@whrarchitects.com](mailto:lmitchell@whrarchitects.com)  
WHR Architects, Inc.  
3131 McKinney Ave. Suite 340 · Dallas, Texas 75204

via email

DATE: 9/1~~0~~<sup>22</sup>/2011

RE: Old Murphy School Community Center  
Modern Proposed Change Order (PCO) # 31R

We hereby propose to supply all supervision, labor, materials, and equipment necessary to complete the following described work. All work will be performed in a professional manner with quality craftsmanship

**Scope Of Work**

As per Architect Request, coat cast stone with mineral stain

A. See attached. \$7,000.00

Sub Total		\$7,000.00
Markup - 10%		\$700.00
Sub Total		\$7,700.00
Bonds and Insurances - 3%		\$231.00
<b>Net Change This Proposal</b>	<b>ADD</b>	<b>7,931.00</b>
<b>Net Change in Days This Proposal</b>		-

**Acceptance**

This proposal is accepted and agreed to this date as indicated by the signatures below:

\_\_\_\_\_  
For the Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Architect

\_\_\_\_\_  
Date

*ANIL JACOB*  
\_\_\_\_\_  
For Modern Contractors

*9/22/2011*  
\_\_\_\_\_  
Date

# MODERN CONTRACTORS

## PROPOSAL

**To:** Laurence Mitchell, AIA  
 Project Architect  
lmitchell@whrarchitects.com  
 WHR Architects, Inc.  
 3131 McKinney Ave. Suite 340 · Dallas, Texas 75204

via email

**DATE:** 9/14/2011

**RE:** Old Murphy School Community Center  
 Modern Proposed Change Order (PCO) # 31

We hereby propose to supply all supervision, labor, materials, and equipment necessary to complete the following described work. All work will be performed in a professional manner with quality craftsmanship

**Scope Of Work**

As per Architect Request, coat cast stone with mineral stain

A. See attached.

~~\$10,966.00~~

Sub Total		<del>\$10,966.00</del>
Markup - 10%		<del>\$1,096.60</del>
Sub Total		<del>\$12,062.60</del>
Bonds and Insurances - 3%		<del>\$361.88</del>
<b>Net Change This Proposal</b>	<b>ADD</b>	<del>12,424.48</del>
<b>Net Change in Days This Proposal</b>		<del>-</del>

**Acceptance**

This proposal is accepted and agreed to this date as indicated by the signatures below:

\_\_\_\_\_  
 For the Owner

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 For the Architect

\_\_\_\_\_  
 Date

*[Signature]* *PHIL TAUBS*  
 \_\_\_\_\_  
 For Modern Contractors

*9/14/2011*  
 \_\_\_\_\_  
 Date



**Issue**

Consider and/or act upon approval of an ordinance amending the Murphy Code of Ordinances Chapter 30, Article II (Smoking) Section 21, Definitions; Section 23, Smoking prohibited in certain public areas; Section 27, where smoking is not prohibited, and adding a new section, Section 28, to provide for air circulation and ventilation.

**Background**

At the August 16<sup>th</sup> City Council meeting, the City Council asked that this item be postponed to allow Council more time to review patios in the City and Councilmember Brandon's proposed amendments as noted in the excerpt below from the August 16, 2011 Minutes.

**Council Action**

*There was no action on this item. Councilmember Brandon suggested three changes to the original ordinance as listed below.*

*Section 30.21 - Changes to definitions of enclosed area – means all space between a floor and ceiling which is enclosed on all sides by walls or windows (exclusive of doors or passage ways) which extend from the floor to the ceiling. Patio – means an improved and defined unenclosed outside area associated with a food service establishment or bar used for purposes of dining or entertainment, provided that walkways are not to be considered patios. Smoking would be prohibited on a patio within 15 feet from any door, operable window, or other opening to an indoor enclosed area.*

*Section 30.27 - Where Smoking is not Prohibited – keep line (7) and add line (8) Patios as defined above.*

*There was Council discussion on the practical application of the changes proposed by Councilmember Brandon, concerns with measurements and enforcement, and grandfathering current businesses. Council determined to review the practical applications and bring back within a month.*

**Staff Recommendation**

Approval of the attached Ordinance.

**Attachments**

- 1) Proposed ordinance
- 2) Chart of smoking ordinances of various cities
- 3) Chapter 30, Article II (Smoking) of the Code of Ordinances

James Fisher, City Manager  
**Submitted By**

James Fisher, City Manager  
**City Manager Approval**

**ORDINANCE NO. 00-00-000**

**AN ORDINANCE OF THE CITY OF MURPHY, TEXAS, AMENDING THE MURPHY CODE OF ORDINANCES CHAPTER 30, ARTICLE II (SMOKING), SECTION 21, DEFINITIONS; SECTION 23, SMOKING PROHIBITED IN CERTAIN PUBLIC AREAS; SECTION 27, WHERE SMOKING IS NOT PROHIBITED, ADDING A NEW SECTION, SECTION 28, TO PROVIDE FOR AIR CIRCULATION AND VENTILATION; PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED (\$500.00) DOLLARS FOR EACH OFFENSE; PROVIDING SEVERABILITY, REPEALER, AND SAVINGS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Murphy, Texas (“City Council”) previously adopted a Smoking Ordinance (“Smoking Ordinance”) on May 3, 1999; and

**WHEREAS**, the City Council desires to amend the Smoking Ordinance to include the definition of an “Enclosed area”, to specify that outdoor seating or patio areas are included in places “Where smoking is not prohibited”, and to provide for air circulation or ventilation between non-smoking areas and outdoor seating or patio smoking areas; and

**WHEREAS**, the City Council desires to assure a smoke free atmosphere in nonsmoking areas and prohibit or reduce the commingling of air between smoking and nonsmoking areas; and

**WHEREAS**, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Murphy to amend Chapter 30, Article II of the Murphy Code of Ordinances as set forth below.

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

**Section 1. FINDINGS INCORPORATED**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**Section 2. DEFINITIONS**

That Chapter 30 of the Code of Ordinances of the City of Murphy, Texas, Section 30-21 “Definitions” is hereby amended to add the following definitions to be inserted in alphabetical order:

*Enclosed area* means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows, exclusive of doorways, that extend from the floor to the ceiling.

### **Section 3. SMOKING PROHIBITED IN CERTAIN PUBLIC AREAS**

That Chapter 30 of the Code of Ordinances of the City of Murphy, Texas, Section 30-23(a) "Smoking prohibited in certain public areas" is hereby amended to read as follows:

(7) All areas in a Laundromat open to and available to use by the public; or

(8) Within all areas available to and customarily used by the general public in all businesses and nonprofit entities patronized by the public, including, but not limited to, commercial, financial, and professional offices including banks, hotels, and motels; ~~or~~

~~(9) Within ten linear feet of any entrance of any facility where smoking is prohibited.~~

### **Section 4. WHERE SMOKING IS NOT PROHIBITED**

That Chapter 30 of the Code of Ordinances of the City of Murphy, Texas, Section 30-27 "Where smoking is not prohibited" is hereby amended to read as follows:

(4) Any area exterior to the building in which the establishment or facility is located, including any outdoor seating or patio areas, except as otherwise regulated in this article;

(5) Any enclosed rooms in an establishment or facility which are being used entirely for private parties, events or other social functions; or

(6) Enclosed areas of an employer that are not available to or customarily used by the general public; ~~or~~

~~(7) In the designated smoking areas of any food products, retail or service establishment serving the general public which has provided a designated smoking area equipped with a functional air purification system or functional separate ventilation system. Such systems shall have a negative pressure on the area designated for smoking to prevent air from a smoking area to be drawn across or into the nonsmoking area. All ventilation systems shall provide a total air exchange every 15 minutes and shall exhaust that air to the exterior of the building. A sign must be posted on the premises in a conspicuous place to advise the public that smoking is permitted in the designated smoking area. Designated smoking areas shall not include restrooms, service lines, public telephone areas, and other areas commonly used by all patrons, including access thereto (called "common areas") in new establishments making application for a building permit for new construction after the effective date of the ordinance from this article is derived. Establishments existing or with building permits pending on the effective date of the ordinance from which this article is derived shall comply with the common areas requirements to the extent structurally feasible as is reasonably determined by the proprietor of the establishment.~~

**Section 5. AIR CIRCULATION AND VENTILATION**

That Chapter 30 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended to add the following section, Section 30-28, to be read in its entirety as follows:

**Section 30-28. Air Circulation and Ventilation.**

(1) Any food product establishment or retail and service establishment currently existing or that has a building permit pending as of the effective date of this ordinance which has an openable door or window separating a non-smoking area from an outdoor seating or patio smoking area shall be equipped with oscillating fans that provide for sufficient air circulation to reduce the commingling of smoke-filled air into non-smoking areas.

(2) Any food product establishment or retail and service establishment making application for a building permit for construction after the effective date of this ordinance which has an openable door or window separating a non-smoking area from an outdoor seating or patio smoking area shall be equipped with a functional air purification system or functional separate ventilation system. Such ventilation system shall prevent air from a smoking area to be drawn across or into the non-smoking area, shall exhaust the air to the exterior of the building, and shall provide a total air exchange every 15 minutes.

**Section 6. PENALTY CLAUSE**

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$500.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

**Section 7. SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 8. REPEALER CLAUSE.**

To the extent this ordinance conflicts with other ordinances of the City of Murphy, Texas, the conflicting provisions of the other ordinances are hereby repealed to the extent of such conflict; however, all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

**Section 9. SAVINGS CLAUSE.**

All rights and remedies of the City of Murphy, Texas, are expressly saved as to any and all violations of the provisions of this ordinance. An offense committed before the effective date of this ordinance is governed by prior law in effect when the offense was committed.

**Section 10. EFFECTIVE DATE**

This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Murphy, Texas, on this the 6<sup>th</sup> day of September, 2011.

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Bret M. Baldwin, Mayor  
City of Murphy

ATTEST:

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Aimee Nemer, City Secretary  
City of Murphy

APPROVED AS TO FORM:

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Janet M. Spugnardi, Assistant City Attorney