

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
FEBRUARY 19, 2013 AT 6:00 P.M.
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 February 19, 2013 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.

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. ROLL CALL & CERTIFICATION OF A QUORUM

4. PUBLIC COMMENTS

5. PRESENTATION ITEMS : None

- A. Presentation of a proclamation declaring February 21-24, 2013, Delta Sigma Theta Sorority, Inc. Days in the City of Murphy commemorating 100 years of public service.

6. 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. Consider and take action, if any, on the approval of meeting minutes:
1. January 31, 2013 Special Called Joint Meeting; and,
 2. February 5, 2013 Regular Meeting.
- B. Consider and take action, if any, on the application of Winkelmann and Associates, Inc. representing D.R. Horton, requesting approval of the Final Plat for **the Gables at North Hill, Phase 2B** on property zoned PD (Planned Development) District for Single Family Uses. This property is located southwest of McCreary Road and McWhirter Road.
- C. Consider and take action, if any, on the application of Winkelmann and Associates, Inc. representing D.R. Horton, requesting approval of the Final Plat for **The Gables at North Hill (Park Lots)** on property zoned PD (Planned Development) District for Single Family Uses (Ordinance No. 03-10-590). This property is located at the intersection of North Hill Lane and Gene Autry Lane. It extends to the Amenity Center at North Hill and all lots abut to North Hill Park, City of Murphy.
- D. Consider and take action, if any, on a utility capital improvement project for the South Maxwell Creek Trunk Sewer Line.
- E. Consider and take action, if any, on awarding the contract for wrecker and impound services for the City of Murphy to Wylie Towing, or other responsible

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

bidder, in accordance with Chapter 78.133, of the Murphy City Code and authorize the City Manager to execute the contract agreement for the delivery of wrecker and impound services.

7. INDIVIDUAL CONSIDERATION

- A. Consider and take action, if any, on accepting the resignation of Mayor Bret Baldwin effective after his successor qualifies as a result of the May 11, 2013 election.
- B. Consider and take action, if any, on approving an Ordinance ordering a Special Election to be held on May 11, 2013, for the purpose of electing the position of Mayor to fill a one-year, unexpired term of office.
- C. Consider and take action, if any, on accepting the resignation of John Daugherty, Council Member Place 3 effective after his successor qualifies as a result of the May 11, 2013 election.
- D. Consider and take action, if any, on approving an Ordinance ordering a Special Election to be held on May 11, 2013, for the purpose of electing the position of Council Member Place 3 to fill a one-year, unexpired term of office.
- E. Consider and take action, if any, on approval of the Joint General and Special Election Contract for Election Services for the May 11, 2013 General and Special Elections between the City of Murphy, the Plano Independent School District and the Elections Administrator of Collin County, Texas and the included Joint Election Agreement between the City of Murphy, the Plano Independent School District and the Collin College District and authorize the City Manager to execute the same.
- F. Consider and take action, if any, on the review of the Traffic Study conducted on Moonlight Drive.
- G. Hold a public hearing and consider and/or act on the application of McBirney-544 Joint Venture, on behalf of the property owner, Mike Horn, to re-plat **Lot 2R - Block A – Murphy Village Addition Lots 6, 7 & 8** on property zoned PD (Planned Development) District No. 09-12-823 and No. 09-12-824 for Retail and Office Uses. This property is located at the southeast quadrant of West FM 544 and Brand Road.
- H. Consider and take action, if any, on the application of Wal-Mart Real Estate Business trust requesting approval of a site plan and related items for **Wendy's** on property zoned PD (Planned Development) District No. 12-02-905 located at 117 West FM 544.
- I. Continue a public hearing and consider and/or act upon approval of an ordinance amending Chapter 28, Development Standards, of the Code of Ordinances.

- J. Consider and take action, if any on authorizing the City Manager to negotiate a contract to provide Solid Waste Collection & Disposal and Recyclable Material Collection & Processing services for the City of Murphy.
- K. Consider and take action, if any on capital expenditures:
 - 1. Consider and take action, if any, on the capital projects list, and authorize the City Manager to prepare the appropriate financial documents for funding.
 - 2. Consider and take action, if any, on Alternate #7, Construct 4 Space Parking Lot and Connector Trail, east of PISD Maintenance Facility for Murphy Central Park, and authorize the City Manager to enter into an Interlocal Agreement with PISD for said parking lot and connector trail.
 - 3. Consider and take action, if any, on the request by Plano Sports Authority to waive the permit fees for PSA Murphy.
 - 4. Consider and take action, if any, if any, on funding provisions provided by the Murphy Municipal Development District to improve the infrastructure at Central Park to accommodate the Plano Sports Authority Murphy Building.

8. CITY MANAGER/STAFF REPORTS

North Murphy Road Construction Update
McCreary Road Construction Update
Murphy Central Park Construction Update

9. 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 advice from City Attorney involving:

- a) Susan Kinder-Alessio v. City of Murphy, et al., Civil Action No. 4:12-CV-000493-RC-ALM
- b) Michael Cantrell v. City of Murphy, et al, Cause No. 6:09-cv-225.

§551.087 Deliberation regarding economic development: Deliberation regarding the offer of a financial or other incentive to Murphy 2013 Senior Community, L.P

§551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of City of Murphy Community Development Member.

10. 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 advice from City Attorney involving:

- a) Susan Kinder-Alessio v. City of Murphy, et al., Civil Action No. 4:12-CV-000493-RC-ALM
- b) Michael Cantrell v. City of Murphy, et al, Cause No. 6:09-cv-225.

§551.087 Deliberation regarding economic development: Deliberation regarding the offer of a financial or other incentive to Murphy 2013 Senior Community, L.P

§551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of City of Murphy Community Development Member.

11. 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, Texas 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on February 15, 2013 by 5:15 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.



Kristi Gilbert, TRMC, CMC, CPM
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 kgilbert@murphytx.org.

CITY COUNCIL MINUTES
 JANUARY 31, 2013 JOINT CITY COUNCIL AND ANIMAL SHELTER ADVISORY
 COMMITTEE MEETING AND WORK SESSION

1. CALL TO ORDER

Mayor Baldwin called the meeting to order at 6:03 p.m. in the Homer Adams Room of the Murphy Community Center.

2. CERTIFICATION OF A QUORUM

The following Councilmembers were present:

Mayor Brett Baldwin
 Mayor Pro Tem John Daugherty
 Deputy Mayor Pro Tem Colleen Halbert (arrived at 6:05 p.m.)
 Councilmember Dennis Richmond (arrived at 6:05 p.m.)
 Councilmember Bernard Grant
 Councilmember Dave Brandon

Councilmembers absent: Councilmember Scott Bradley

The following Animal Shelter Advisory Committee Members were present:

Chairperson Stephanie Pennington
 Tammy Drake, Animal Control Officer
 Dr. Lorraine Chalkley
 Buddy Russell
 Dave Brandon

Committee members absent: Beverly Mueller

3. PRESENTATION ITEMS

Mayor Pro Tem Daugherty opened the floor to Chief GM Cox. Chief Cox reviewed the state law mandates for animal shelters and provided a presentation on the current condition of the Murphy Animal Shelter. The Chief continued by reviewing sheltering statistics and projected growth. The Chief stated that the shelter has a current adoption or return to owner rate of 80%. The Chief stated that build-out numbers indicated an anticipated 385 animals serviced per year.

Deputy Mayor Pro Tem Halbert inquired as to the history of the statistics provided to the Council. Discussion was held with regard to determining whether the proposed facility would be designed for maintenance of animal service activities or utilized as an adoption facility as well.

4. PUBLIC COMMENTS

Dr. Lorraine Chalkley, 1101 N Murphy Road – Dr. Chalkley stated that she served in the required veterinarian capacity on the Animal Shelter Advisory Committee. Dr. Chalkley stated that she has lived in the Murphy area since 1976 and has witnessed the changes related to the animal shelter. Dr. Chalkley stated the current shelter lacked an isolation area, a treatment room, bathing facilities, internet connection and a public viewing area. Dr. Chalkley stated that she believed that the Animal Control Officer, Tammy Drake, did a fantastic job with the limited facility. She continued by

stating that she feels that the City could build a larger facility for a lower price per square foot based on other area construction.

Beverly Mueller, 1030 Westminister – Ms. Mueller stated that she was a proud member of the Animal Shelter Advisory Committee, but felt that the committee had been underutilized. Ms. Mueller expressed ideas regarding conducting fundraising events to help finance the shelter.

5. DISCUSSION

Mayor Pro Tem Daugherty suggested using the existing facility for storage or quarantine purposes. Councilmember Richmond stated that a decision needed to be made as to whether the facility would be designed for maintenance purposes or as an adoption facility. Councilmember Brandon stated that he felt the old facility should be used for storage and equipment. Councilmember Grant stated that he would like to see numbers on the cost of retrofitting the existing building. After further discussion, the Council determined that they wanted to 1) look at the reuse of the old facility and the associated costs; 2) review current operations in an upgradeable building with options to become an adoption facility; and 3) move facility plans to current Animal Shelter facility.

6. ADJOURNMENT

With no further business, the meeting was adjourned at 8:05 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Kristi Gilbert, City Secretary

**CITY COUNCIL MINUTES
FEBRUARY 5, 2013 REGULAR CITY COUNCIL MEETING**

1. CALL TO ORDER

Mayor Pro Tem Daugherty called the meeting to order at 6:01 p.m.

2. INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Pro Tem Daugherty gave the invocation and led the recitation of the Pledge of Allegiance.

3. ROLL CALL & CERTIFICATION OF A QUORUM

City Secretary, Kristi Gilbert, certified a quorum with the following Councilmembers present:

Mayor Pro Tem John Daugherty
Deputy Mayor Pro Tem Colleen Halbert
Councilmember Dennis Richmond (arrived at 6:07 p.m.)
Councilmember Scott Bradley
Councilmember Bernard Grant
Councilmember Dave Brandon

Councilmembers absent:
Mayor Bret Baldwin

4. PUBLIC COMMENTS – No one was signed in to speak.**5. PRESENTATION ITEMS** – None.**6. 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. Consider and/or act upon the approval of the January 15, 2013 meeting minutes.

B. Consider and/or act upon approval of an Ordinance ordering a General Election to be held on May 11, 2013, for the purpose of electing Council Members for Place 1, Place 2, Place 4, and Council Member Place 6 to a three (3) year term of office.

(Considerar y/o actuar sobre aprobación de una ordenanza ordenar una elección general que se celebrará el 11 de mayo de 2013, con el propósito de elegir a los miembros del Consejo para el Puesto 1, Puesto 2, Puesto 4, y el Puesto 6 para un período de tres (3) años de mandato.)

C. Accept Annual Traffic Contact Report for 2012 for the Murphy Police Department (also known as the Racial Profiling Report) in accordance with Article 2.132(b)(7) of the Texas Code of Criminal Procedures.

COUNCIL ACTION:**APPROVED**

Deputy Mayor Pro Tem Halbert moved to approve the consent agenda as presented. Councilmember Bradley seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 5 to 0.

7. INDIVIDUAL CONSIDERATION

- A. Consider and/or act on authorizing the City Manager to negotiate a contract to provide Solid Waste Collection & Disposal and Recyclable Material Collection & Processing services for the City of Murphy.

City Manager James Fisher provided the Council with an update on the solid waste proposals. Mr. Fisher stated that the City had requested services to remain on Thursday; however, three of the four bidders provided alternate bids for multi-day service. Mr. Fisher inquired as to whether multi-day service was an option the Council would consider.

Councilmember Richmond arrived at 6:07 p.m.

Joe Jaynes, Waste Management, 520 E Corporate, Lewisville, Texas – Mr. Jaynes indicated that his company, Waste Management was the company that provided a bid for Thursdays only. Mr. Jaynes stated that Waste Management would like to be allowed to provide input for multi-day service as well.

Mayor Pro Tem Daugherty asked if any of the other bidders present would like to comment. No bidders came forward.

The general consensus of Council was to review multi-day options, including maps of proposed routes.

COUNCIL ACTION:

No action was taken.

NO ACTION

- B. Consider and/or act upon approval of the low bid award for the seasonal Median Mowing/Beautification Contract to Weldon's Lawn and Tree for \$40,662 and authorize the City Manager to execute the contract.

COUNCIL ACTION:

Deputy Mayor Pro Tem Halbert moved to award the bid to Weldon's Lawn and Tree at \$40,662, which includes the alternate and base bid, and authorize the City Manager to execute the contract contingent upon the contract not allowing for subcontracting and the Contractor is paid per cycle. Councilmember Richmond seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

APPROVED

- C. Consider and/or act upon updated construction expense for Murphy Central Park and the PSA Murphy Project.

Mr. Fisher provided the Council with an update on the budget and funding sources for Murphy Central Park. Mr. Fisher stated that the project is expected to be approximately \$215,000 to \$300,000 over budget and Staff is evaluating cost-saving measures. Council held discussion with regard to possible project modifications. Council discussed reviewing the costs associated with all capital projects at the February 19, 2013 Council meeting.

COUNCIL ACTION:

No action was taken.

NO ACTION

- D. Consider and take action, if any, on Alternate #7, Construct 4 Space Parking Lot and Connector Trail, east of PISD Maintenance Facility for Murphy Central Park, and authorize the City Manager to enter into an Interlocal Agreement with PISD for said parking lot and connector trail.

Mr. Fisher stated that Alternate #7 had been pulled from the Central Park project when the contract was awarded, however, it is necessary to move forward as the traditional access to the Decatur/Maxwell/Murphy Cemetery is from a dirt road to the south of the cemetery that requires crossing over the creek. Mr. Fisher stated that the culverts were in bad condition and would need to be replaced by an expensive bridge. As an alternate, Staff contacted PISD to use their parking lot to provide access to the cemetery. Mr. Fisher stated that PISD was agreeable and the plans were to build a four space parking lot that tie into the trail that was just constructed.

William Jowers, Vice-President of the Decatur/Maxwell/Murphy Cemetery – Mr. Jowers stated that he was in charge of cemetery maintenance and stated that the cemetery needed access ramps in order to get mowers and maintenance vehicles from the parking lot, over the curb, to the cemetery. Mr. Jowers stated that the cemetery would have liked to be involved in the planning process.

Mr. Fisher commented that he had contact the cemetery association two years ago when they were in the planning stages for Murphy Central Park. Discussion was held with regard to the cost of the parking lot and connector trail. The Council asked to consider this item at the February 19, 2013 meeting with the other Central Park funding items.

COUNCIL ACTION:

No action was taken.

NO ACTION

- E. Consider and/or take appropriate action, if any, on funding provisions provided by the Murphy Municipal Development District (MDD) to improve the infrastructure at Central Park to accommodate the Plano Sports Authority Murphy Building.

The Council discussed the MDD funding provisions and determined that the item should be considered at the February 19, 2013 meeting with other funding items.

COUNCIL ACTION:

No action was taken.

NO ACTION

- F. Consider and take action, if any, on the request by Plano Sports Authority to waive the permit fees for PSA Murphy.

Discussion was held with regard to the hard costs that the City would absorb if the waiver was granted. The Council asked Staff to bring back an estimate of the hard costs for consideration at the February 19, 2013 meeting.

Don Blackwood, PSA General Manager – Mr. Blackwood stated that they had not requested a waiver during the budgeting phase because they have not paid fees in the past.

Don Kiertscher, 416 Skyline – Mr. Kiertscher stated that every developer is required to pay permit and impact fees, so the same should be required of the Plano Sports Authority.

COUNCIL ACTION:

No action was taken.

NO ACTION

- G. Discussion/review of utility capital improvement project for the South Maxwell Creek Trunk Sewer Line.

Mr. Fisher stated that the sewer line was near capacity and would need to be replaced within the next two to three years. Approval of the first phase would allow the City to pursue design documents, conduct surveys and determine right-of-way and easement acquisition needs. Council directed Staff to place the item on the February 19th agenda as the item did not allow for consideration.

COUNCIL ACTION:

No action was taken.

NO ACTION

8. CITY MANAGER/STAFF REPORTS

Mr. Fisher provided the Council with an update on the following items:

North Murphy Road Construction Update
McCreary Road Construction Update

9. EXECUTIVE SESSION

The City Council convened into Executive Session at 7:26 p.m. pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

§551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of City of Murphy Community Development Member.

10. RECONVENE INTO REGULAR SESSION

The City Council reconvened into Open Session at 7:46 p.m. pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

§551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of City of Murphy Community Development Member.

No action was taken as a result of Executive Session items.

11. ADJOURNMENT

With no further business, the meeting was adjourned at 7:46 p.m.

MURPHY CITY COUNCIL MINUTES
February 5, 2013

APPROVED BY:

Bret Baldwin, Mayor

ATTEST:

Kristi Gilbert, City Secretary

DRAFT

Issue

Consider and/or act on the application of Winkelmann and Associates, Inc. representing D.R. Horton, requesting approval of the Final Plat for **the Gables at North Hill, Phase 2B** on property zoned PD (Planned Development) District for Single Family Uses. This property is located southwest of McCreary Road and McWhirter Road.

Staff Resource/Department

Kristen Roberts, Director of Community and Economic Development

Background and Summary

The proposed final plat would allow for the development of an additional phase of the subdivision known as The Gables at North Hill, Phase 2B. The zoning for the subject property was approved by City Council on October 20, 2003 (Ordinance No. 03-10-590). For this development, the required minimum lot size ranges from 9,000 square feet to 11,000 square feet. The required minimum dwelling unit size is 1,800 square feet.

Considerations

Engineering comments were addressed.

Public Works had no comments.

Fire Department had no comments.

Building Inspections Department had no comments.

Board Discussion/Action

On January 28, 2013 the Planning & Zoning Commission unanimously approved the final plat.

Board/Staff Recommendation

Staff recommends approval of the final plat.

Attachments

Final plat

Murphy City Council
February 19, 2013

Issue

Consider and/or act on the application of Winkelmann and Associates, Inc. representing D.R. Horton, requesting approval of the Final Plat for **The Gables at North Hill (Park Lots)** on property zoned PD (Planned Development) District for Single Family Uses (Ordinance No. 03-10-590). This property is located at the intersection of North Hill Lane and Gene Autrey Lane. It extends to the Amenity Center at North Hill and all lots abut to North Hill Park, City of Murphy.

Staff Resource/Department

Kristen Roberts, Director of Community and Economic Development

Background and Summary

The proposed final plat would allow for the development of 6 residential lots (Park Lots) within the subdivision known as The Gables at North Hill. The zoning for the subject property was approved by City Council on October 20, 2003 (Ordinance No. 03-10-590). For this development, the required minimum lot size ranges from 9,000 square feet to 11,000 square feet. The required minimum dwelling unit size is 1,800 square feet.

Other Considerations

The six lots on the final plat back up to North Hill Park, a City park.

Upon approval of the construction plat for the development at the November 28, 2011 Planning & Zoning and January 3, 2012 City Council meeting, the applicant was required to and agreed to install back fencing adjacent to the City park as ornamental welded steel, open fencing, painted black and 6' in height.

Board Discussion/Action

On January 28, 2013 the Planning & Zoning Commission unanimously approved the final plat.

Board/Staff Recommendation

Staff recommends approval of the final plat.

Attachments

Final plat

City Council Meeting February 19, 2013

Consider and/or act on a utility capital improvement project for the South Maxwell Creek Trunk Sewer Line.

Staff Resource / Department

James Fisher, City Manager
Linda Truitt, Director of Finance
Kim Lenoir, Director of Parks and Public Works
Gary Hendricks, City Engineer

Key Focus Area

Infrastructure

Summary

Staff provided the Council with a summary of the project at the February 5, 2013 meeting including recommended staging of design, surveying, acquisition of easements, construction, and financing of the required parallel South Maxwell Creek Trunk Sewer Line to the Wylie Treatment plant.

Background/History

On May 25, 2011, Murphy updated the city population, sanitary flow projections, and capital improvement plan with NTMWD. With the subdivision additions of Rolling Ridge Phase 6, Maxwell Creek North and The Gables, the main line sewer service capacity must be expanded to the Wylie Waste Water Treatment Plant.

This project was included in the 2008 Bond Program, but was put on hold. The City wanted to complete the utility relocations on North Murphy Road, lift station improvements, and the elevated storage tank prior to initiating this project. Also, subdivision improvements at Maxwell Creek and Gables had not begun. The budgeted amount for this project is \$2,248,926. However, the available dollars is approximately \$1,200,000.

Staff is proposing to begin preliminary design, survey, and land acquisition for the South Maxwell Creek Trunk Sewer Line project in FY 2013. Once design is underway, survey work will be performed, then exact land acquisition needs will be determined. The city land agent will contact land owners to acquire sewer easements and temporary construction easements. These tasks should take about nine months. Then, in FY 2014, the project can be bid and construction will begin and be completed in 2014.

Financial Considerations

Phase 1 authorization for preliminary design, survey, land acquisition/easements, final design phase, and preparation of construction and bid documents is \$471,350. The estimated construction cost of \$2 million would occur in FY 2014. The funding for this item will need to occur at a Council work session.

Action Requested / Staff Recommendation

Authorize the City Manager to contract the City Engineer to prepare preliminary design, survey, land acquisition and/or easements, final design, construction documents and bid documents for the South Maxwell Creek Trunk Sewer Line.

Attachments

Letters / Proposals
Map for proposed sewer line
Utility Fund Budget

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

MEMORANDUM

To: Mr. James Fisher
City Manager
206 N. Murphy Road
Murphy, Texas 75094

From: Gary C. Hendricks, P.E.

**Gary C.
Hendricks**

Digitally signed by Gary C. Hendricks
DN: cn=Gary C. Hendricks, o=Birkhoff,
Hendricks and Carter, LLP, ou,
email=ghendricks@bhclp.com, c=US
Date: 2012.12.19 16:48:51 -06'00'

Date: December 18, 2012

Subject: South Maxwell Creek Parallel Trunk Sewer
Projected Cash Flow Schedule

Mr. Fisher:

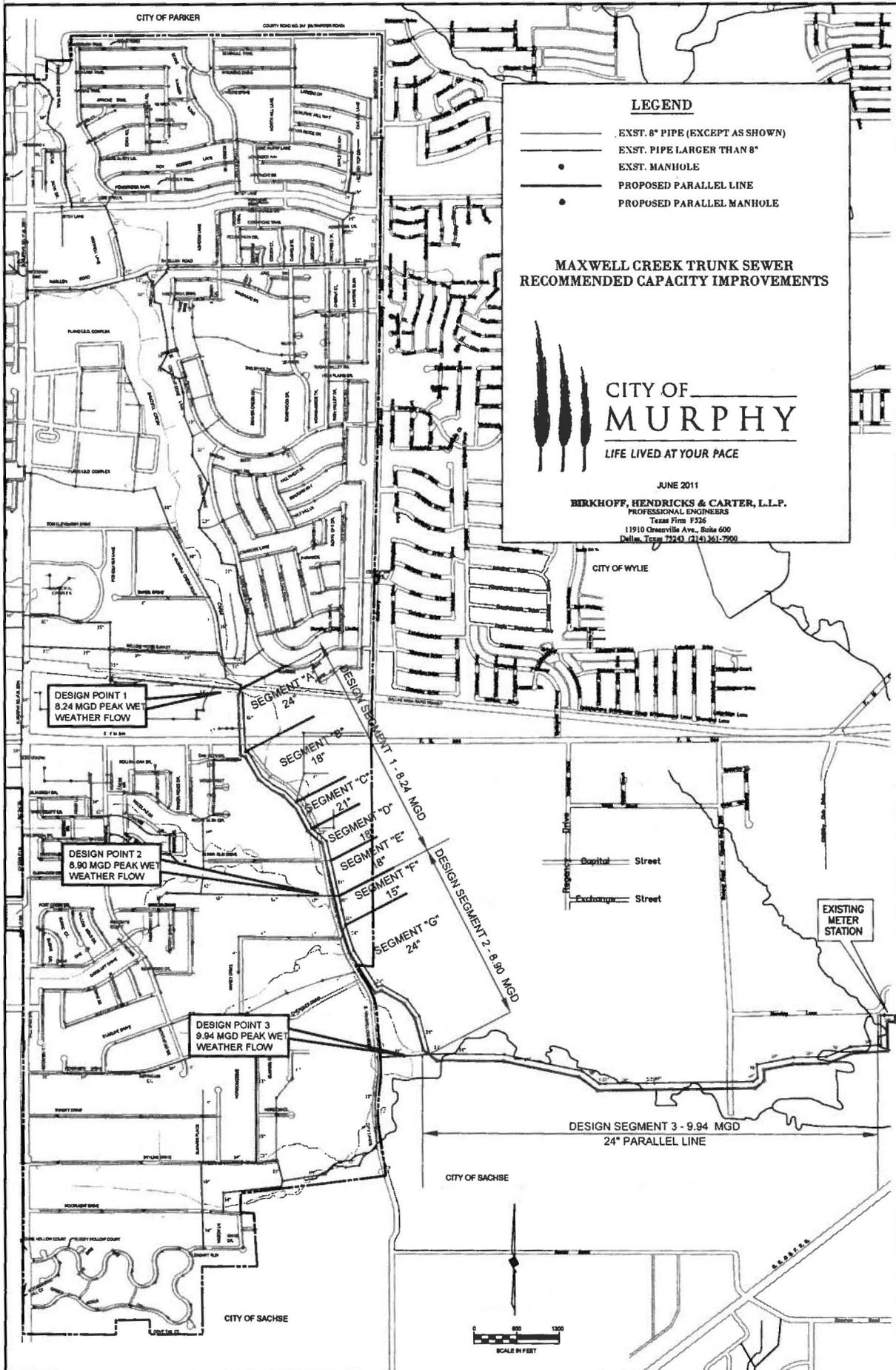
As your requested, we have projected the engineering, land rights acquisition and constructon cash flow schedule for the South Maxwell Creek Parallel Trunk Sewer. Our evaluation is based on the project as presented in our engineering fee proposal addressed to you and dated October 25, 2012 and assumes an authorization to proceed date of early January 2013.

Please see the tabulation on the following page.

**South Maxwell Creek Paralell Trunk Sewer
Projected Cash Flow Schedule**

Year	Project Phase	Month	Monthly Expenditure	Accumulated Expenditures	
2013	Preliminary Design Phase	Jan	\$2,350	\$2,350	
		Feb	\$13,550	\$15,900	
		Mar	\$35,200	\$51,100	
	Final Design Phase	Land Rights Acquisition Phase	Apr	\$40,000	\$91,100
			May	\$87,750	\$178,850
	Jun		\$79,550	\$258,400	
	Jul		\$75,050	\$333,450	
	Aug		\$42,750	\$376,200	
	Sep		\$42,750	\$418,950	
	Oct		\$47,450	\$466,400	
	Construction Phase		Nov	\$4,700	\$471,100
			Dec	\$250	\$471,350
Subtotal, 2013			\$471,350	\$471,350	
2014	Construction Phase	Jan	\$206,300	\$677,650	
		Feb	\$202,550	\$880,200	
		Mar	\$301,575	\$1,181,775	
		Apr	\$400,600	\$1,582,375	
		May	\$399,800	\$1,982,175	
		Jun	\$101,025	\$2,083,200	
		Jul	\$101,025	\$2,184,225	
		Aug	\$101,025	\$2,285,250	
		Sep	\$101,025	\$2,386,275	
		Oct	\$105,025	\$2,491,300	
Subtotal, 2014			\$2,019,950	\$2,019,950	
Project Total:			\$2,491,300	\$2,491,300	

EXHIBIT C



City of Murphy
FY2013 Approved Budget Summary

	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Requested
WATER/SEWER FUND				
REVENUES				
TOTAL OTHER REVENUE	142,164	131,500	132,300	140,400
TOTAL WATER REVENUE	4,326,806	5,000,000	4,300,000	4,950,000
TOTAL SEWER REVENUE	1,325,873	1,330,000	1,326,000	1,330,000
TOTAL REVENUES	5,794,843	6,461,500	5,758,300	6,420,400
EXPENSES				
TOTAL PERSONNEL SERVICES	692,153	940,950	877,700	939,700
TOTAL MATERIALS & SUPPLIES	967,183	172,200	190,200	260,500
TOTAL CONTRACTUAL SERVICES	2,822,790	3,409,700	3,088,800	3,512,400
TOTAL CAPITAL OUTLAY	11,451	21,000	21,400	59,500
TOTAL DEBT SERVICE	658,089	661,100	661,400	825,600
Total Water & Sewer Fund	5,151,666	5,204,950	4,839,500	5,597,700
Transfer to General Fund	850,000	850,001	850,000	850,000
Total Expenses & Transfers	6,001,666	6,054,951	5,689,500	6,447,700
Revenues less Expenses	(206,823)	406,549	68,800	(27,300)
DEPARTMENT				
TOTAL WATER DISTRIBUTION	3,757,261	3,611,500	3,436,500	3,738,300
TOTAL WASTEWATER COLLECTION	1,048,784	1,191,800	980,100	1,391,400
TOTAL CUSTOMER SERVICE	345,621	401,650	422,900	468,000
Total Department	5,151,666	5,204,950	4,839,500	5,597,700
Transfer to General Fund	850,000	850,001	850,000	850,000
Total Expenses	6,001,666	6,054,951	5,689,500	6,447,700
Revenues less Expenses	(206,823)	406,549	68,800	(27,300)

**Murphy City Council
Regular Meeting
February 19, 2013**

Issue

Consider and/or act, upon awarding the contract for wrecker and impound services for the City of Murphy to Wylie Towing, or other responsible bidder, in accordance with Chapter 78.133, of the Murphy City Code and authorize the City Manager to execute the contract agreement for the delivery of wrecker and impound services.

Background

The city has been operating with a local towing service for many years. However, upon review of the City Code (Sec. 78.133), the services should be by contract. The current service provider, Wylie Towing, has provided services to the MPD in a satisfactory manner. The “contract” was more verbal than formal.

Council approved the bid packets on 11/27/12.

The bid was let on 12/11/12.

Bids were opened on January 11, 2013 at 3:01 p.m. The City received two bidders: Big Bass and Wylie Towing. Based on an evaluation of the bids received, both bidders meet the minimum bid requirements.

The bid packets have been evaluated and the appropriate bid spreadsheets are attached for your perusal. The awarding of the contract will be based on a “best value” assessment rather than just low bidder.

The proposed schedule for the bid process has been followed as recommended.

Financial Considerations

There should be little or no fiscal impact by awarding this contract. In fact, according to the agreement, the city should experience a savings related to certain services provided at no cost to the city.

Other Considerations

Murphy City Code, Chapter 78.133

State Laws that govern tow truck services or related to towing of vehicles by police officers:
Texas Occupational Code, Chapter 2308, Subchapter E, Local Regulations of Towing and Booting

Texas Department of Licensing and Regulations, 16 Texas Administrative Code, Chapters 85 and 86, Vehicle Storage Facilities

Texas Transportation Code, Section 545.3051

Board/Staff Recommendation

The bids have been evaluated and spreadsheets accomplished comparing to the two bidders against the requirements posted in the proposal.

Based on many years of acceptable service with the City of Murphy and the only difference between bids is the fee charged other parties for services rendered at the scene of an accident for clean up (\$25 versus \$30), staff recommends awarding the contract to Wylie Towing. In other words, Wylie Towing is a known quantity and their work and relationship with the MPD has always been above average.

Motion: Award the towing contract to Wylie Towing for Wrecker and Impound Services and authorize the City Manager to execute the agreement implementing the terms and conditions of the bid agreement.

Attachments

1. Contract for Wrecker and Impound Services for the City of Murphy, Texas
2. Advertisement and Request for Sealed Bids, City of Murphy, Texas:
Request for Annual Contract for City Wrecker and Impound Services.
3. Bid documents submitted by Big Bass and Wylie Towing
4. Wrecker Qualifications Spreadsheet
5. Bid Breakdown Spreadsheet

Chief G.M. Cox, Ph.D.
Submitted By

City Manager Approval

ANNUAL CONTRACT FOR WRECKER AND IMPOUND SERVICES
FOR
THE CITY OF MURPHY

COVER SHEET

INDEX

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SECTION I GENERAL TERMS AND CONDITIONS

The City bid packets contained various sections requiring completion. The bid form section of the bid packet were completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this Contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this Contract. The City reserves the right to terminate the Contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of Contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The Contract shall remain in effect until the Contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 THE VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ALL CLAIMS OR ALLEGED CLAIMS OR DEMANDS FOR DAMAGES, INCLUDING ALL EXPENSES INCURRED, ARISING FROM ACCIDENTS TO EMPLOYEES OF EITHER PARTY HERETO OR TO THE PUBLIC, OR FROM CLAIMS OR ALLEGED CLAIMS OF DAMAGES TO THE PROPERTY OF THE CITY OR TO ADJOINING PROPERTY CAUSED DIRECTLY OR INDIRECTLY BY SAID VENDOR, BY ANY OF HIS SUBCONTRACTORS, OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT.

2.8 THE VENDOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENT OR COPYRIGHTS ON GOODS SUPPLIED.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this Contract with the exception of a change order processed through the City.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City agree that each party has rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Vendor's principals acknowledge and represent that they are aware of the laws, City Charter and City Code regarding Conflicts of Interest. The City Code, Article IX, Code of Ethics, states that "no city official may vote on or participate in any decision-making process on a matter concerning property or a business entity if the official has a substantial interest in the real property or business entity."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the City Secretary no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this Contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the Contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the Contract, the date the performance of service in accordance with the Contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

2.23 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.24 When unit price differs from extended price, the unit price prevails.

2.25 In case of a discrepancy between the product number and description, the description takes precedence.

2.26 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.27 Response to specification is primary in determining the lowest responsible bid.

2.28 Prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

- 2.28.1** A price redetermination may be considered only at the anniversary dates of the Contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The vendor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. Any adjustment in pricing must be presented to the City at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City, normally within 30 days prior to the expiration date of the current Contract.
- 2.29** A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the City Secretary, and bidder so agrees upon submittal of bid.
- 2.30** No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.
- 2.31** Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Murphy. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.
- 2.32** Bid tabulations can be accessed or requested by e-mail or by sending a written request along with a self-addressed, stamped envelope to the Chief of Police. Please allow at least one week after opening date for bids to be tabulated.
- 2.33** All work, materials, equipment, and supplies, furnished under this Contract shall comply with applicable laws, ordinances and regulations.
- 2.34** Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
- 2.35** At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.36 It is the policy of the City that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.37 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.38 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the Contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.39 Workers' Compensation Coverage - Statutory See Insurance Requirements in **Attachment I**.

2.40 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.40.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.40.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.40.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.40.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any subcontractor under him.

SECTION II
SPECIFICATIONS/CONTRACT TERMS
CITY OF MURPHY CONTRACT TERMS FOR WRECKER AND IMPOUND
SERVICES

THIS AGREEMENT is by and between the City of Murphy, Texas (the “City”), a municipal corporation, and Wylie Towing Service of Nevada, Texas (the “Contractor”) as of the date and year herein specified (“Agreement”).

For and in consideration of the mutual terms and conditions stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereby agree as follows:

Article I
Effective Date

1.1 The effective date shall commence on the date that the City Manager executes this Agreement (“Effective Date”).

Article II
Duration

2.1 This Agreement is a non-exclusive agreement for a period of three (3) years commencing on the Effective Date, unless terminated prior thereto. The City reserves the right to renew this Agreement under the same terms and conditions as provided herein for an additional three (3) year term prior to the expiration of the Agreement.

2.2 The City or Contractor may terminate this Agreement with a thirty (30) calendar day written notice of termination. Any termination which occurs under this provision shall be executed without recourse to either party. Notice shall be given to the parties indicated in Section 17.5 of this Agreement.

2.3 The City may terminate this Agreement immediately with cause as deemed by the Chief of Police or his designee, who retains the right to terminate this Agreement in accordance with the provisions and specifications contained herein or other acts detrimental by the Murphy Police Department.

Article III
Dispatch of Vehicles

3.1 The Contractor shall dispatch appropriate vehicles or equipment to effectuate removal of a motor vehicle or such other vehicle at the direction of the Chief of Police or his designee, within the incorporated limits of the City of Murphy. The Contractor should maintain communication capabilities by use of pager, mobile telephone or other such device. The Contractor will not have access to any Murphy Police Department radio frequency.

Article IV Minimum Requirements

4.1 The following are the minimum requirements for personnel, equipment and facilities.

- (a) Personnel: The Contractor shall provide twenty-four (24) hours a day, seven (7) days a week, access to release impounded vehicles or personal property. The Contractor will provide a person or service to answer the phone twenty-four (24) hours a day, seven (7) days a week. Contractor, at its cost, shall also provide such other personnel as may be needed to be available on a 24-hour basis, seven (7) days a week for the towing and handling of all vehicles.

The wrecker service shall ensure that wrecker operators assigned to tow vehicles and equipment, possess and maintain a current license to operate in accordance with the laws and regulations promulgated by the State of Texas. All operators shall wear traffic safety vest or clothing that meets ANSI (American National Standards Institute) Standards with a minimum Level II rating.

- (b) Equipment: The Contractor shall have equipment available immediately. Calls within city limits must have a response time of 30 minutes or less, and heavy-duty wreckers must have a response time of one hour or less. See Article X of this Agreement.

The Contractor shall operate two (2) standard duty one-ton wreckers with 5,000 pounds minimum hauling capacity and one (1) heavy-duty wrecker with 20,000 pounds minimum hauling capacity. Tow trucks should have current registration and motor vehicle inspection. Each tow truck should be in safe operating condition. Each wrecker will be equipped with the following miscellaneous equipment: fire extinguisher, tow bar, towing dollies, safety chains, broom, shovel, wrecking bar, and jack stand. Each tow vehicle will be required to carry at minimum 5 gallons of dry absorbent material to clean fluid spills that are not cleared by Fire Department personnel.

- (c) Facilities: The Contractor shall provide and maintain an impound site for the destination point of towed vehicles and the location for storage of towed vehicles. The impound site must meet the criteria as specified under state licensing procedures established by the Texas Department of Licensing and Regulation. This Vehicle Storage Facility license shall remain valid throughout the duration of this Agreement. The impound site and all adjacent areas shall be kept clean and free of trash, rubbish, debris, and auto parts. The impound site will be within a fifteen (15) mile drive from the Murphy Police Department. The impound site will be of a size that is adequate to store a minimum of forty (40) standard size vehicles. The Chief of Police, or his designee, shall inspect and approve the site before the Effective Date of this Agreement and at such times thereafter as necessary to confirm compliance with this section.

The Contractor shall keep and maintain the impound site in an adequately lighted, safe and secure manner and shall adequately protect all vehicles located therein. The Contractor shall post a list of fees that conform to this Agreement and are approved by the Murphy Police Department in a conspicuous place near the customer counter.

4.2 All permits and licensure necessary for the provision of the services in this Agreement shall be paid for by Contractor.

Article V Impoundment and Release of Vehicles

5.1 The Contractor shall provide, under their supervision, the opportunity for vehicle owners to remove items from their cars, and for appraisals and photographs by insurance agents and body shop specialists. Upon request by the City, vehicles shall be moved by Contractor to designated areas within the impound site for impound auctions and/or inspections.

5.2 The Contractor shall keep and maintain such vehicles that he removes, in a safe and secure manner. No vehicle impounded may be released to any person without satisfactory proof of ownership. No vehicle impounded with a "hold" may be released without authorization from the Murphy Police Department. No storage fee will be computed on a vehicle with a "hold" placed on it. Storage fees may only be computed after the Murphy Police Department has officially released the "hold". The Murphy Police Department will release the hold by notifying the Vehicle Storage Facility (VSF) in person or by fax, a signed release identifying the official's name and badge number, the vehicle description including the VIN and license plate information and color. The Contractor will note the Murphy Police Department official's name, identification number, date and time that the release of hold is issued. The Contractor shall use best commercial practices.

5.3 Any vehicle with a "hold" placed on it that is in the seizure process will be stored in a secured area away from other impounded vehicles. Upon the vehicle being awarded to the Murphy Police Department, all storage fees shall be waived.

5.4 In accordance with Texas Code of Criminal Procedure, Section 1, Chapter 18, Article 18.23, the Murphy Police Department will not be charged for towing, storage, impound or notification fees for the period of time that any vehicle towed and/or placed on "hold" by the Murphy Police Department is towed for evidentiary, examination purposes or for purposes of forfeiture. Proper storage procedures as dictated by the Murphy Police Department will be followed on all vehicles stored under this paragraph.

5.5 Upon the receipt of a complaint, by the Murphy Police Department, from any source concerning claimed damage to a towed vehicle or its contents, the Contractor shall submit a written report (format provided by the Police Department) upon request to the Chief of Police or his designee within twenty-four (24) hours after receipt of such request. Such report shall contain all facts pertinent to the claim or complaint presented.

5.6 CONTRACTOR HEREBY EXPRESSLY ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR ALL SUCH VEHICLES IN HIS CARE, INCLUDING ALL EQUIPMENT AND CONTENTS THEREOF AND AGREES TO PROVIDE THE DEFENSE FOR, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ALL CLAIMS FOR DAMAGES TO VEHICLES AND THEIR CONTENTS WHILE UNDER HIS CONTROL.

Article VI Payment

6.1 The payment of the accrued charges for towing, storage or other related services shall be borne exclusively by the owner or agent of the vehicles removed and impounded. The schedule of charges and the amount charged for any service shall not be changed by the Contractor without express written approval of the Chief of Police. The Contractor shall not charge any vehicle owner any amount in excess of the charges set forth in the schedule of charges. Complaints or disputes relative to billing by the Contractor from owners or agents of vehicles removed or impounded shall be filed with the Chief of Police, in writing, stating in particular the complaint or disputed portion of the charges and include a copy of the detailed billing receipt, no later than two (2) weeks from the date of the receipt. The final determination and resolution of complaint or billing dispute by the Chief of Police is final.

Article VII Sale of Vehicles

7.1 Any vehicle impounded under the provisions of this Agreement may be sold at public sale in accordance with applicable State law. Contractor shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required under Chapters 683, 684 and 685 of the Texas Transportation Code, as amended, the Texas Occupation Code, Chapter 2303, as amended, or any other applicable law, to be given or provided by the Murphy Police Department and/or Contractor as agent for the Murphy Police Department or as operator of the City designated vehicle storage facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any junked vehicle, abandoned motor vehicle or other vehicle impounded at the direction of the City.

- (1) On recovered stolen vehicles, storage fees shall commence on the day following the date in which the vehicle owner or agent signed the notice.
- (2) Storage fees shall not be collected when a vehicle is not involved in an accident, but is taken into protective custody and the operator is incapacitated due to physical injury or other illness to the extent the operator is unable to care for his vehicle.

- (3) The Contractor shall dispose of junked vehicles in accordance with the Texas Transportation Code, Chapter 683, as amended and other applicable State or local laws, within forty-eight (48) hours after removal of the junked vehicle to the Impound Site. Contractor shall be responsible for applying for any Certificate of Authority to Dispose for any said junked vehicles.

7.2 Contractor shall provide to the Murphy Police Department on the day of disposition of a junked vehicle, a signed receipt (or other evidence satisfactory to the City) from a scrap yard or Motor Vehicle Demolisher as to the disposition of the junked vehicle. Once impounded, a “junked” vehicle shall not be released without authorization by the Murphy Police Department.

Article VIII Records and Reports

8.1 The Contractor shall prepare and maintain a current computerized inventory listing, a copy to be submitted and mailed, or emailed, to the Murphy Police Department weekly that shows the following:

- (a) Date and time vehicle towed and impounded, indicating if a "hold" is or is not placed on vehicle. Date "hold" released and by whom indicated on form;
- (b) Make, model and year of vehicle;
- (c) License number (verified by Contractor);
- (d) Vehicle identification number (verified by Contractor);
- (e) General description of vehicle and its condition upon being brought in with adequate notes as to any major defects and/or damages. (Applies only to first time listed).
- (f) An inventory of all loose personal property or articles in the vehicle where it is brought into the City Pound. These contents, if unclaimed at the time vehicle is sold at public auction will remain with the vehicle. (Applies only to first time listed).
- (g) An inventory of vehicles claimed by owners, with a copy of receipts reflecting storage charges (if any) and payment for the storage charges in a manner designated by the City.

8.2 The Contractor shall retain and maintain all business records provided for in this Agreement for a period of three (3) years. The Contractor agrees to permit the Murphy Police Department to audit and inspect all records relative to the impoundment and towing of vehicles at any reasonable time and up to three (3) additional years after the termination or expiration of

this Agreement. Failure to allow inspection or falsification of records will be grounds for immediate termination of this Agreement.

8.3 The Contractor further agrees to allow the Murphy Police Department the right to inspect at any time any and all vehicles towed, impounded or stored by Contractor and to conduct inventories of vehicle contents.

Article IX Accident Scene

9.1 The wrecker service will be responsible for the clearing of the roadway and removing glass and other debris from the accident site. "Accident scene" includes one or more vehicles which are involved in an accident and includes the area of the location of vehicles and the area which contains debris from the vehicles including parts of vehicles and cartage. Labor rates for clearing the debris or cartage are to be provided in accordance with the authorized fee schedule and are recoverable from the owner or agent of the vehicles towed. On minor accidents, where the Fire Department does not respond, and there is a fluid spill or leak (oil, transmission fluid, coolant, etc.), the Contractor shall use an absorbent material to retrieve as much fluid as possible.

Note: Accident Site Defined: the area around the accident site is included, and is not limited to the roadway. For example, a beverage truck overturns and spills cans onto the roadway and median. Both areas must be cleared. If there is any dispute about where this area is, an on-scene Murphy Police Officer will be the final authority and his or her directive must be followed.

Article X Response Time

10.1 From the time the wrecker service is notified, the response time will be no more than thirty (30) minutes for calls within Murphy City Limits. After thirty (30) minutes, the Murphy Police Department may cancel the response of the tardy tow vehicle and notify another towing service to respond.

10.1.1 No fee or remuneration will be payable or due to the cancelled tow service.

10.2 On heavy duty wrecker calls, the response time will be no more than one (1) hour for calls within the Murphy City Limits.

10.3 If after three (3) incidents, in a twelve (12) month period, where the responding wrecker has exceeded thirty (30) minutes, the Contractor will be charged a one hundred dollar (\$100.00) fee on each subsequent call where the tow vehicle's response exceeds thirty (30) minutes. Failure to pay the fee within thirty (30) days of being invoiced will constitute a breach of contract and could result in the immediate termination of the contract.

10.3.1 The fee will be charged until the oldest recorded incident is at least twelve (12) months old.

Article XI Wrecker and Storage Fees

11.1 Wrecker fees will be set by a Council Resolution following a review by the Chief of Police and approved by the City Manager and posted on or before June 1 of each even calendar year. The wrecker service shall post in a conspicuous place, near the cashier's counter, a copy of the scheduled charges allowed by the City. On tows requested by the Police Department, when the vehicle will be towed to a destination other than the Vehicle Storage Facility, the wrecker service shall not charge any fees that exceed the set schedule of fees. See **Attachment II** for the current year adopted fee schedule.

11.2 There will be no storage fee for vehicles which remain in the pound less than twelve (12) hours. At the end of the twelve hour limit, a storage fee will be charged. Storage, impound and notification fees are set by the Texas Department of Licensing and Regulation. The City recognizes these fees and the tow service cannot exceed these fees in any way.

11.3 Vehicles owned and leased by the City will not be charged for local towing or tows within a 50 mile radius of City Hall, except vehicles with a curb weight exceeding 1 ton. There shall be no limit to the number of tows. Towing outside of the fifty (50) mile radius will be the towing fee plus \$1.00 per mile.

11.3.1 Vehicles weighing over one (1) ton will be towed and charged a fee of \$3.00 per mile if a heavy-duty wrecker is required.

11.4 A fee of \$1.00 per mile after fifty (50) miles will be allowed for light duty wrecker calls, \$2.00 per mile on medium duty wrecker calls, and \$3.00 per mile on heavy duty wrecker calls.

11.5 Contractor agrees to provide the necessary labor and equipment for the changing of flat tires on Murphy Police and Fire vehicles (on fire vehicles weighing no more than $\frac{3}{4}$ ton). Response time shall be within thirty (30) minutes after the time the Murphy Police Department dispatcher notifies Contractor of a request for service.

11.6 If determined to be appropriate by the Contractor, fuel surcharges may be added to the wrecker fees based on the sliding scale provided in **Attachment III** of this agreement.

Article XII Disregards

12.1 Contractor is solely responsible for the costs for tow calls that are disregarded by the Murphy Police Department. A request for a tow truck may be canceled by the City and Murphy Police Department at any time prior to the actual hooking up to a vehicle. A request for tow

services will not be disregarded, once the tow truck has arrived at the scene, unless a private wrecker (which was privately called) arrives simultaneously at the scene.

Article XIII Administrative

13.1 All forms, notices or other correspondence to owners and lien holders must be on a form that is approved by the Chief of Police or his designee. The Murphy Police Department shall have the right, upon reasonable demand, to review and copy any and all forms, notices, correspondence and receipts that are a result of an impound or towing authorized by the Murphy Police Department.

Article XIV Restrictions

14.1 Wrecker services, under this Agreement, will not arrive at the location of an impound request unless they are on call or otherwise requested by the police department.

14.2 No portion of this Agreement may be assigned or delegated by the wrecker service without prior authorization and written approval by the Chief of Police or his designee.

14.3 The wrecker service is prohibited from selling parts from or dismantling vehicles that have been acquired under the terms of this agreement unless the police department causes to be issued a Certificate of Authority to dispose of said vehicle.

Article XV Authority of Chief of Police to Release Certain Vehicles

15.1 The Chief of Police or his designated representative may release a vehicle without payment of storage and payment of towing for the reasons set forth below:

- (a) A vehicle was taken into protective custody when the incident did not involve an arrest, violation or automobile accident.
- (b) A vehicle is owned by or belongs to an individual who is not a citizen of the United States, who does not permanently reside in the United States and who is entitled to diplomatic immunity.
- (c) Subsequent investigation results in a determination that there was no violation of the Texas motor vehicle laws or the Murphy traffic code or that the arrested person did not commit a criminal offense.

- (d) In extraordinary circumstances where the Chief of Police has determined a public necessity, emergency or the existence of exigent circumstances in order to ensure safety of the public.

Article XVI
INDEMNIFICATION

16.1 THE CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, LIENS, DEMANDS, LIABILITY, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, LEGAL FEES AND OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF OR ASSERTED BY ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAY INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR THE PROVISION OF SERVICES RENDERED HEREUNDER. CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS OR SUITS AT THE SOLE EXPENSE OF THE CONTRACTOR. CONTRACTOR FURTHER AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIM OR CLAIMS ALLEGED ARE GROUNDLESS, FALSE OR FRAUDULENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST THE CONTRACTOR OR THE CITY OR TO ENLARGE IN ANY WAY THE CONTRACTOR'S LIABILITY, BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FOR CLAIMS, DAMAGES OR INJURIES TO THIRD PARTIES OR PROPERTY ARISING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.

Article XVII
Miscellaneous

17.1 Amendments: This Agreement may not be amended or modified except by a written instrument signed by all parties hereto in the form of Addenda.

17.2 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

17.3 Binding Effect: This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. The sale or insolvency of the wrecker service shall void this Agreement.

17.4 Time for Performance: Time is of the essence under each provision of this Agreement. Strict compliance with the times for performance is required.

17.5 Business Day: If any date of performance under this Agreement falls on a Saturday, Sunday or Texas legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or Texas legal holiday.

17.6 Notices: All notices to be given hereunder shall be in writing and shall be deemed to have been duly given at the time of delivery if personally delivered; or upon the next business day after mailing if mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below:

If to the City: Mr. James Fisher
 City Manager
 206 N. Murphy Road
 Murphy, Texas 75094

If to the Contractor: Mr. Joe Bellows
 Wylie Auto Towing, Inc.
 1352 W. FM 6
 Nevada, TX 75173

17.7 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any cause of action relating to this Agreement shall be in the courts of appropriate jurisdiction of Collin County, Texas.

Contract awarded to: Wylie Towing.

**Section III
Agreement for Services**

Terms and Conditions: Awarded 02/19/13 and then as stated in the terms and conditions of the agreement for the providing of Wrecker and Impound Services for the City of Murphy.

Agreement signed and executed by:

CITY OF MURPHY, TEXAS

Mr. James Fisher, City Manager
For the City of Murphy, Texas
206 N. Murphy Road
Murphy, Texas 75094

Date

ATTEST:

Mrs. Kristi Gilbert
City Secretary

Date

APPROVED AS TO FORM:

Andrew Messer
Messer Law Firm, P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034

Date

WYLIE AUTO TOWING, INC.

Mr. Joe Bellows
Wylie Auto Towing, Inc.
1352 W. FM 6
Nevada, TX 75173
THE STATE OF TEXAS §

Date

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOE BELLOWS, President of Wylie Auto Towing, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

Notary Public

Attachment I

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS AND REQUIREMENTS

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity with bid submittal.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, an new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (f) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change

that materially affects the provision of coverage of any person providing services on the project; and

- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J.** By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K.** The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Attachment II
CITY OF MURPHY WRECKER FEES

1.	Light Duty Wrecker (Flat Rate)	\$75.00
2.	Light Duty Recovery (Flat Rate)	\$75.00 per hour
3.	Flatbed Wrecker (Flat Rate)	\$75.00
4.	Dollies (Flat Rate)	\$25.00
5.	Use and Clean-Up of Absorbent Material	\$30.00
6.	Storage Fee P/Day	\$20.00
7.	Storage Fee Over 25'	\$35.00
8.	Impound Fee	\$20.00
9.	Letter of Notification	\$50.00
10.	Medium Duty Wrecker (Hourly Rate)	\$125.00
11.	Cargo Clean-Up (Hourly Rate)	\$100.00
12.	Heavy Duty Wrecker (Hourly Rate)	\$250.00
13.	Heavy Duty Recovery (Hourly Rate)	\$250.00
14.	Motorcycles (Flat Rate)	\$95.00
15.	Lock-Outs (Flat Rate)	\$95.00
16.	Trailers (Flat Rate)	\$75.00 Light Duty Only
17.	Mileage Fee	\$3.00 per mile
18.	Incident Management Fee (Incident Management Fee is allowed on crashes or incidents that require the tow company to summon an incident manager of the tow company to the scene to manage or call in additional resources. This shall be a flat per hour fee prorated in fifteen minute increments.)	\$200.00 per hour

Attachment III
FUEL SURCHARGE

FUEL SURCHARGE: A fuel surcharge will be allowed when diesel fuel prices exceed a set price per gallon based on the national cost average.

A.	\$3.50 per gallon to \$3.99 per gallon	\$ 5.00
B.	\$4.00 per gallon to \$4.49 per gallon	\$10.00
C.	\$4.50 per gallon to \$4.99 per gallon	\$15.00
D.	\$5.00 per gallon and above	\$20.00

REQUEST FOR PROPOSAL NOTICE TO VENDORS

Sealed proposals will be received by the City of Murphy, Texas at the office of the City of Murphy City Secretary's Office until 3:00 p.m. local time Friday, January 11, 2013 for:

ANNUAL CONTRACT FOR CITY WRECKER AND IMPOUND SERVICES

This is a best value solicitation. Qualified prospective contractors may obtain copies of the proposal with information at the Murphy Police Department, 206 North Murphy Road, Murphy, Texas 75094. Proposals received later than the date and time above will be returned unopened, and will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted.

The Contractor selected by the City will be awarded the Contract through an ordinance of the City approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law. The defined terms appearing in the General Terms and Conditions apply to all Contract Documents.

The successful Contractor shall furnish proof of insurance as required prior to contract award in the form of an insurance certificate and endorsements to the City of Murphy.

The City Council of the City reserves the right to accept or reject any proposals or any part thereof or any combination of proposals and to waive any or all formalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

No officer or employee of the City of Murphy shall have a financial interest, direct or indirect, in this or any contract with the City of Murphy. Minority and small business vendors are encouraged to submit a proposal on any and all City of Murphy projects.

Original

**ADVERTISEMENT AND REQUEST FOR SEALED BIDS
CITY OF MURPHY, TEXAS**

**REQUEST FOR
ANNUAL CONTRACT FOR CITY WRECKER AND IMPOUND SERVICES**

THIS IS A "BEST VALUE" SOLICITATION

**SEALED BIDS INCLUDING ORIGINAL BID AND TWO COPIES AND CURRENT
INSURANCE CERTIFICATE MUST BE DELIVERED BY MAIL OR IN PERSON TO:**

City of Murphy, City Secretary
206 N. Murphy Road
Murphy, Texas 75094

**ALL BIDS MUST BE RECEIVED BY FRIDAY, JANUARY 11TH, 2013,
AT 3:00 P.M. CENTRAL STANDARD TIME**

***** LATE BIDS AND FAXED BIDS WILL NOT BE ACCEPTED *****

Written Questions: Submit Written Questions to:
G. M. Cox, Police Chief, at gmcox@murphytx.org

**WRITTEN QUESTIONS MAY BE SUBMITTED THROUGH FRIDAY,
DECEMBER 28, 2012 @ 12:00 P.M. CENTRAL STANDARD TIME
QUESTIONS OF A SUBSTANTIAL NATURE WILL BE ADDRESSED IN AN
ADDENDUM, WHICH WILL BE PROVIDED TO ALL BIDDERS**

**All bids will be opened at The City of Murphy, City Council Meeting room, located at
206 N. Murphy Road, Murphy, Texas, on January 11th, 2013 @ 3:00 p.m. Central Standard Time**

COVER SHEET

INDEX

SECTION I	NOTICE TO OFFERORS
SECTION II	GENERAL TERMS AND CONDITIONS
SECTION III	SPECIFICATIONS/CONTRACT TERMS
SECTION IV	EVALUATION CRITERIA
SECTION V	BID ENDORSEMENT
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	1. INSURANCE REQUIREMENTS
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	5. "NO BID" RESPONSE
	6. SUPPLEMENTAL INFORMATION
	7. VENDOR REGISTRATION/W9

**SECTION I
NOTICE TO OFFERORS**

1.1 INTRODUCTION

Section I provides general information to potential bidders on subjects such as where to submit bids, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 PRE-BID CONFERENCE

A pre-proposal conference will not be held.

1.3 SUBMISSION OF BID

All bids will be sealed and received by the City of Murphy, City Secretary (the "City"). Bids shall be in one envelope clearly marked:

**ADVERTISEMENT AND REQUEST FOR SEALED BIDS
CITY OF MURPHY, TEXAS**

**REQUEST FOR
ANNUAL CONTRACT FOR CITY WRECKER AND IMPOUND SERVICES**

City of Murphy, City Secretary
206 N. Murphy Road
Murphy, Texas 75094

**ALL BIDS MUST BE RECEIVED BY FRIDAY, JANUARY 11TH, 2013,
AT 3:00 P.M. CENTRAL STANDARD TIME**

***** LATE BIDS AND FAXED BIDS WILL NOT BE ACCEPTED *****

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G. M. Cox, Police Chief, at gmcox@murphytx.org

**WRITTEN QUESTIONS MAY BE SUBMITTED THROUGH FRIDAY,
DECEMBER 28, 2012 @ 12:00 P.M. CENTRAL STANDARD TIME
QUESTIONS OF A SUBSTANTIAL NATURE WILL BE ADDRESSED IN AN
ADDENDUM, WHICH WILL BE PROVIDED TO ALL BIDDERS**

1.4 NUMBER OF COPIES

Bidder shall submit one original set and two (2) copies of bid documents. This will greatly facilitate the evaluation process. The bid shall remain the property of the City. The original copy shall be unbound and clearly marked "Original."

1.5 BID INFORMATION

All questions regarding bid preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing no later than Friday, December 28, 2012, 12 p.m., Central Standard Time.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If a bidder believes that parts of an offer are confidential, then the bidder must so specify. The bidder must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the bidder believes to be confidential. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the Contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 ADDENDUM/AMENDMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the bidder to make an adequate interpretation of this solicitation, a supplement to the solicitation will be provided to each offeror. Questions will be acceptable through December 28th, 2012, at 12:00 p.m., Central Standard Time.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

1.8 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation the bidder agrees that any offer it submits may be accepted by the City at anytime within 90 days from the close date.

The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City. Failure of the bidder to provide in its offer any information requested in the solicitation may result in rejection for non-responsiveness.

Costs incurred by any agency in the preparation of their response to this bid are the responsibility of the responding agency and will not be reimbursed by the City.

1.9 AWARD OF CONTRACT

The City intends to award a Contract using the evaluation criteria and other factors as indicated in Section IV. This is a Best Value Solicitation. The City reserves the right to award a Contract for City wrecker and impound services to one or more offerors.

1.10 CONTRACT ADMINISTRATION

The City Police Department shall be responsible for administration of the Contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.11 SUBSTANTIVE BIDS

The respondent shall certify (a) that his bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he has not solicited or induced any other person, firm, or corporation from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other respondents or over the City.

SECTION II GENERAL TERMS AND CONDITIONS

The City bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this Contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this Contract. The City reserves the right to terminate the Contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of Contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The Contract shall remain in effect until the Contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this Contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

- 2.9** In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.
- 2.10** The vendor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the City.
- 2.11** This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this Contract with the exception of a change order processed through the City.
- 2.12** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.
- 2.13** The successful bidder and the City agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 2.14** Bidder acknowledges and represents that they are aware of laws, City Charter and City Code regarding Conflicts of Interest. The City Code, Article IX, Code of Ethics, states that "no city official may vote on or participate in any decision-making process on a matter concerning property or a business entity if the official has a substantial interest in the real property or business entity."
- 2.15** Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the City Secretary no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- 2.16** All equipment, supplies and work furnished under this Contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.
- 2.17** The City reserves the right to audit the records and performance of vendor during the term of the Contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the Contract, the date the performance of service in accordance with the Contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

2.23 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.24 When unit price differs from extended price, the unit price prevails.

2.25 In case of a discrepancy between the product number and description, the description takes precedence.

2.26 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.27 Response to specification is primary in determining the lowest responsible bid.

2.28 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.28.1 A price redetermination may be considered only at the anniversary dates of the Contract. All requests for price redetermination shall be in written form and shall

include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. Any adjustment in pricing must be presented to the City at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City, normally within 30 days prior to the expiration date of the current Contract.

2.29 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the City Secretary, and bidder so agrees upon submittal of bid.

2.30 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.31 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Murphy. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.32 Bid tabulations can be accessed or requested by e-mail or by sending a written request along with a self-addressed, stamped envelope to the Chief of Police. Please allow at least one week after opening date for bids to be tabulated.

2.33 All work, materials, equipment, and supplies, furnished under this Contract shall comply with applicable laws, ordinances and regulations.

2.34 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.35 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.36 It is the policy of the City that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.37 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.38 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the Contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.39 Workers' Compensation Coverage - Statutory See Insurance Requirements in Section VIII – Exhibit “1.”

2.40 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.40.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.40.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.40.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.40.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any subcontractor under him.

2.41 Reserved

2.42 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.43 All protests regarding the bid solicitation process must be submitted in writing to the City Secretary within five (5) working days following the opening of bids. This includes all protests

relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.44 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE." SEE SECTION IV FOR EVALUATION CRITERIA.

SECTION III
SPECIFICATIONS/CONTRACT TERMS
CITY OF MURPHY CONTRACT TERMS FOR WRECKER AND IMPOUND
SERVICES

THIS AGREEMENT is by and between the City of Murphy, Texas (the "City"), a municipal corporation, and the Contractor identified herein below as of the date and year herein specified herein.

For and in consideration of the mutual terms and conditions stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto hereby agree as follows:

Article I
Duration

1.1. This Agreement is for a period of three (3) years commencing on the effective date and ending on the anniversary of said effective date, unless terminated prior thereto. The effective date shall commence on the date that the City Manager executes this Agreement. The City reserves the right to renew this Agreement under the same terms and conditions as provided herein for an additional three (3) year term. This Agreement is a non-exclusive agreement and the Chief of Police or his designee retains the right to terminate this Agreement in accordance with the provisions contained herein or other acts of default detrimental to the Murphy Police Department.

1.2. The Contractor may terminate this Agreement with a thirty (30) calendar day written notice of termination.

1.3 The City may terminate this Agreement, without cause, with a thirty (30) calendar day written notice of termination.

Article II
Dispatch of Vehicles

2.1. The Contractor shall dispatch appropriate vehicles or equipment to effectuate removal of a motor vehicle or such other vehicle at the direction of the Chief of Police or his designee, within the incorporated limits of the City of Murphy. The Contractor should maintain communication capabilities by use of pager, mobile telephone or other such device. The Contractor will not have access to any Murphy Police Department radio frequency.

Article III
Minimum Requirements

3.1. The following are the minimum requirements for personnel, equipment and facilities.

- (a) Personnel: The Contractor will provide twenty-four (24) hours a day, seven (7) days a week, access to release impounded vehicles or personal property. The

Contractor will provide a person or service to answer the phone twenty-four (24) hours a day, seven (7) days a week. The Contractor will also provide, under their supervision, the opportunity for vehicle owners to remove items from their cars, and for appraisals and photographs by insurance agents and body shop specialists. Upon request by the City, vehicles shall be moved by Contractor to designated areas within the impound site for impound auctions and/or inspections. Contractor, at its cost, will also provide such other personnel as may be needed to be available on a 24-hour basis, seven (7) days a week for the towing and handling of all vehicles.

The wrecker service shall ensure that wrecker operators assigned to tow vehicles and equipment, possess and maintain a current license to operate in accordance with the laws and regulations promulgated by the State of Texas. All operators shall wear traffic safety vest or clothing that meets ANSI (American National Standards Institute) Standards with a minimum Level II rating.

- (b) Equipment: To be available immediately (calls within city limit response time 30 minutes or less, heavy-duty wreckers within one hour or less)

Two (2) standard duty one-ton wreckers with 5,000 pounds minimum hauling capacity and one (1) heavy-duty wrecker with 20,000 pounds minimum hauling capacity. Tow trucks should have current registration and motor vehicle inspection. Each tow truck should be in safe operating condition. Each wrecker will be equipped with the following miscellaneous equipment: fire extinguisher, tow bar, towing dollies, safety chains, broom, shovel, wrecking bar, and jack stand. Each tow vehicle will be required to carry at minimum 5 gallons of dry absorbent material to clean fluid spills that are not cleared by Fire Department personnel.

- (c) Facilities: The Contractor shall provide and maintain an impound site for the destination point of towed vehicles and the location for storage of towed vehicles. The impound site must meet the criteria as specified under state licensing procedures established by the Texas Department of Licensing and Regulation. This Vehicle Storage Facility license shall remain valid throughout the duration of this Agreement. The impound site and all adjacent areas shall be kept clean and free of trash, rubbish, debris, and auto parts. The impound site will be within a fifteen (15) mile drive from the Murphy Police Department. The impound site will be of a size that is adequate to store a minimum of forty (40) standard size vehicles. The Chief of Police, or his designee, shall inspect and approve the site before this Agreement is awarded.

The Contractor shall keep and maintain the impound site in an adequately lighted, safe and secure manner and shall adequately protect all vehicles located therein. The Contractor shall post a list of fees that conform to this Agreement and are approved by the Murphy Police Department in a conspicuous place near the customer counter.

Article IV

Impoundment and Release of Vehicles

4.1 The Contractor shall keep and maintain such vehicles that he removes, in a safe and secure manner. No vehicle impounded may be released to any person without satisfactory proof of ownership. No vehicle impounded with a "hold" may be released without authorization from the Murphy Police Department. No storage fee will be computed on a vehicle with a "hold" placed on it. Storage fees may only be computed after the Murphy Police Department has officially released the "hold". The Murphy Police Department will release the hold by notifying the Vehicle Storage Facility (VSF) in person or by fax, a signed release identifying the official's name and badge number, the vehicle description including the VIN and license plate information and color. The Contractor will note the Murphy Police Department official's name, identification number, date and time that the release of hold is issued.

4.2 Any vehicle with a "hold" placed on it that is in the seizure process will be stored in a secured area away from other impounded vehicles. Upon the vehicle being awarded to the Murphy Police Department, all storage fees shall be waived.

4.3 In accordance with Texas Code of Criminal Procedure, Section 1, Chapter 18, Article 18.23, the Murphy Police Department will not be charged for towing, storage, impound or notification fees for the period of time that any vehicle towed and/or placed on "hold" by the Murphy Police Department is towed for evidentiary, examination purposes or for purposes of forfeiture. Proper storage procedures as dictated by the Murphy Police Department will be followed on all vehicles stored under this paragraph.

4.4 Upon the receipt of a complaint, by the Murphy Police Department, from any source concerning claimed damage to a towed vehicle or its contents, the Contractor shall submit a written report (format provided by the Police Department) upon request to the Chief of Police or his designee within twenty-four (24) hours after receipt of such request. Such report shall contain all facts pertinent to the claim or complaint presented. Contractor hereby expressly assumes full responsibility and liability for all such vehicles in his care, including all equipment and contents thereof and agrees to provide the defense for, indemnify and hold the City, its officers and employees harmless against all claims for damages to vehicles and their contents while under his control.

Article V

Payment

5.1 The payment of the accrued charges for towing, storage or other related services shall be borne exclusively by the owner or agent of the vehicles removed and impounded. The schedule of charges and the amount charged for any service shall not be changed by the Contractor without express written approval of the Chief of Police. The Contractor shall not charge any vehicle owner any amount in excess of the charges set forth in the schedule of charges. Complaints or disputes relative to billing by the Contractor from owners or agents of vehicles removed or impounded shall be filed with the Chief of Police, in writing, stating in particular the complaint or disputed portion of the charges and include a copy of the detailed billing receipt, no

later than two (2) weeks from the date of the receipt. The final determination and resolution of complaint or billing dispute by the Chief of Police is final.

Article VI Sale of Vehicles

6.1 Any vehicle impounded under the provisions of this Agreement may be sold at public sale in accordance with applicable State law. Contractor shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required under Chapters 683, 684 and 685 of the Texas Transportation Code, as amended, the Texas Occupation Code, Chapter 2303, as amended, or any other applicable law, to be given or provided by the Murphy Police Department and/or Contractor as agent for the Murphy Police Department or as operator of the City designated vehicle storage facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any junked vehicle, abandoned motor vehicle or other vehicle impounded at the direction of the City.

- (1) On recovered stolen vehicles, storage fees shall commence on the day following the date in which the vehicle owner or agent signed the notice.
- (2) Storage fees shall not be collected when a vehicle is not involved in an accident, but is taken into protective custody and the operator is incapacitated due to physical injury or other illness to the extent the operator is unable to care for his vehicle.
- (3) The Contractor shall dispose of junked vehicles in accordance with the Texas Transportation Code, Chapter 683, as amended and other applicable State or local laws, within forty-eight (48) hours after removal of the junked vehicle to the Impound Site. Contractor shall be responsible for applying for any Certificate of Authority to Dispose for any said junked vehicles.

6.2 Contractor shall provide to the Murphy Police Department on the day of disposition of a junked vehicle, a signed receipt (or other evidence satisfactory to the City) from a scrap yard or Motor Vehicle Demolisher as to the disposition of the junked vehicle. Once impounded, a "junked" vehicle shall not be released without authorization by the Murphy Police Department.

Article VII Records and Reports

7.1 The Contractor shall prepare and maintain a current computerized inventory listing, a copy to be submitted and mailed, or emailed, to the Murphy Police Department weekly that shows the following:

- (a) Date and time vehicle towed and impounded, indicating if a "hold" is or is not placed on vehicle. Date "hold" released and by whom indicated on form;
- (b) Make, model and year of vehicle;

- (c) License number (verified by Contractor);
- (d) Vehicle identification number (verified by Contractor);
- (e) General description of vehicle and its condition upon being brought in with adequate notes as to any major defects and/or damages. (Applies only to first time listed).
- (f) An inventory of all loose personal property or articles in the vehicle where it is brought into the City Pound. These contents, if unclaimed at the time vehicle is sold at public auction will remain with the vehicle. (Applies only to first time listed).
- (g) An inventory of vehicles claimed by owners, with a copy of receipts reflecting storage charges (if any) and payment for the storage charges in a manner designated by the City.

7.2 The Contractor shall retain and maintain all business records provided for in this Agreement for a period of three (3) years. The Contractor agrees to permit the Murphy Police Department to audit and inspect all records relative to the impoundment and towing of vehicles at any reasonable time. Failure to allow inspection or falsification of records will be grounds for immediate termination of this Agreement.

7.3 The Contractor further agrees to allow the Murphy Police Department the right to inspect at any time any and all vehicles towed, impounded or stored by Contractor and to conduct inventories of vehicle contents.

Article VIII Accident Scene

8.1 The wrecker service will be responsible for the clearing of the roadway and removing glass and other debris from the accident site. Accident scene includes one or more vehicles which are involved in an accident and includes the area of the location of vehicles and the area which contains debris from the vehicles including parts of vehicles and cartage. Labor rates for clearing the debris or cartage are to be provided in accordance with the authorized fee schedule and are recoverable from the owner or agent of the vehicles towed. On minor accidents, where the Fire Department does not respond, and there is a fluid spill or leak (oil, transmission fluid, coolant, etc.), the Contractor shall use an absorbent material to retrieve as much fluid as possible.

Note: Accident Site Defined; the area around the accident site is included, and is not limited to the roadway. For example, a beverage truck overturns and spills cans onto the roadway and median. Both areas must be cleared. If there is any dispute about where this area is, an on-scene Murphy Police Officer will be the final authority and his or her directive must be followed.

Article IX Response Time

9.1 From the time the wrecker service is notified, the response time will be no more than thirty (30) minutes for calls within Murphy City Limits. After thirty (30) minutes, the Murphy Police Department may cancel the response of the tardy tow vehicle and notify another towing service to respond.

9.1.1 No fee or remuneration will be payable or due to the cancelled tow service.

9.2 On heavy duty wrecker calls, the response time will be no more than one (1) hour for calls within the Murphy City Limits.

9.3 If after three (3) incidents, in a twelve (12) month period, where the responding wrecker has exceeded thirty (30) minutes, the Contractor will be charged a \$100 fee on each subsequent call where the tow vehicle's response exceeds thirty (30) minutes. Failure to pay the fee within 30 days of being invoiced will constitute a breach of contract and could result in the immediate termination of the contract.

9.3.1 The fee will be charged until the oldest recorded incident is at least 12 months old.

Article X Wrecker and Storage Fees

10.1 Wrecker fees will be set by a Council Resolution following a review by the Chief of Police and approved by the City Manager and posted on or before June 1 of each even calendar year. The wrecker service shall post in a conspicuous place, near the cashier's counter, a copy of the scheduled charges allowed by the City. On tows requested by the Police Department, when the vehicle will be towed to a destination other than the Vehicle Storage Facility, the wrecker service shall not charge any fees that exceed the set schedule of fees.

10.2 There will be no storage fee for vehicles which remain in the pound less than twelve (12) hours. At the end of the twelve hour limit, a storage fee will be charged. Storage, impound and notification fees are set by the Texas Department of Licensing and Regulation. The City recognizes these fees and the tow service cannot exceed these fees in any way.

10.3 Vehicles owned and leased by the City will not be charged for local towing or tows within a 50 mile radius of City Hall, except vehicles with a curb weight exceeding 1 ton. There shall be no limit to the number of tows. Towing outside of the fifty (50) mile radius will be the towing fee plus \$1.00 per mile.

10.3.1 Vehicles weighing over one (1) ton will be towed and charged a fee of \$3.00 per mile if a heavy-duty wrecker is required.

10.4 A fee of \$1.00 per mile after 50 miles will be allowed for light duty wrecker calls, \$2.00 per mile on medium duty wrecker calls, and \$3.00 per mile on heavy duty wrecker calls.

10.5 Contractor agrees to provide the necessary labor and equipment for the changing of flat tires on Murphy Police and Fire vehicles (on fire vehicles weighing no more than $\frac{3}{4}$ ton). Response time must be within thirty (30) minutes after the time the Murphy Police Department dispatcher notifies Contractor of a request for service.

Article XI Disregards

11.1 Contractor is solely responsible for the costs for tow calls that are disregarded by the Murphy Police Department. A request for a tow truck may be canceled by the City and Murphy Police Department at any time prior to the actual hooking up to a vehicle. A request for tow services will not be disregarded, once the tow truck has arrived at the scene, unless a private wrecker (which was privately called) arrives simultaneously at the scene.

Article XII Administrative

12.1 All forms, notices or other correspondence to owners and lien holders must be on a form that is approved by the Chief of Police or his designee. The Murphy Police Department shall have the right, upon reasonable demand, to review and copy any and all forms, notices, correspondence and receipts that are a result of an impound or towing authorized by the Murphy Police Department.

Article XIII Restrictions

13.1 Wrecker services, under this Agreement, will not arrive at the location of an impound request unless they are on call or otherwise requested by the police department.

13.2 No portion of this Agreement may be assigned or delegated by the wrecker service without prior authorization and written approval by the Chief of Police or his designee.

13.3 The wrecker service is prohibited from selling parts from or dismantling vehicles that have been acquired under the terms of this agreement unless the police department causes to be issued a Certificate of Authority to dispose of said vehicle.

Article XIV Authority of Chief of Police to Release Certain Vehicles

14.1 The Chief of Police or his designated representative may release a vehicle without payment of storage and payment of towing for the reasons set forth below:

- (a) A vehicle was taken into protective custody when the incident did not involve an arrest, violation or automobile accident.
- (b) A vehicle is owned by or belongs to an individual who is not a citizen of the United States, who does not permanently reside in the United States and who is entitled to diplomatic immunity.
- (c) Subsequent investigation results in a determination that there was no violation of the Texas motor vehicle laws or the Murphy traffic code or that the arrested person did not commit a criminal offense.
- (d) In extraordinary circumstances where the Chief of Police has determined a public necessity, emergency or the existence of exigent circumstances in order to ensure safety of the public.

Article XV Indemnification

15.1 THE CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, LIENS, DEMANDS, LIABILITY, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, LEGAL FEES AND OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF OR ASSERTED BY ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY

(INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAY INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR THE PROVISION OF SERVICES RENDERED HEREUNDER. CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND OR SUIT AT THE SOLE EXPENSE OF THE CONTRACTOR. CONTRACTOR FURTHER AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIM OR CLAIMS ALLEGED ARE GROUNDLESS, FALSE OR FRAUDULENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST THE CONTRACTOR OR THE CITY OR TO ENLARGE IN ANY WAY THE CONTRACTOR'S LIABILITY, BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FOR CLAIMS, DAMAGES OR INJURIES TO THIRD PARTIES OR PROPERTY ARISING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.

Article XVI Miscellaneous

16.1 Amendments: This Agreement may not be amended or modified except by a written instrument signed by all parties hereto.

16.2 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

16.3 Binding Effect: This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. The sale of the wrecker service shall void this Agreement.

16.4 Time for Performance: Time is of the essence under each provision of this Agreement. Strict compliance with the times for performance is required.

16.5 Business Day: If any date of performance under this Agreement falls on a Saturday, Sunday or Texas legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or Texas legal holiday.

16.6 Termination: Either party may terminate this agreement upon a 30 calendar day written notice addressed and mailed to the people and addresses in Section 24 of this agreement.

16.7 Notices: All notices to be given hereunder shall be in writing and shall be deemed to have been duly given at the time of delivery if personally delivered; or upon the next business day after mailing if mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below:

If intended for City, to:

City of Murphy, Texas
Attn: City Manager
206 N. Murphy Road
Murphy, Texas 75094
Facsimile: 972-468-4008

With a copy to:

Andrew Messer
Messer Law Firm, P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
972.424.7200 Telephone
972.424.7244 Fax

If intended for Contractor:

MARTIN SERVICES INC.
DBA - Big Bass Towing
1109 E Walnut St.
Georgetown, TX 75040
972-485-4458
FAX - 972-485-5968

16.8 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any cause of action relating to this Agreement shall be in the courts of appropriate jurisdiction of Collin County, Texas.

SECTION IV EVALUATION CRITERIA

This is a Best Value Solicitation. Bids will be evaluated on the following criteria:

1. Cost of towing (lines 1 – 19 as listed on the Bid Pricing Page) (60%)
2. Background and History of Company (10%)
 - a. Number of year(s) in business: 14 years
 - b. Number of employees: 35
 - c. Business Hours: 24 hr · 7 days a week
 - d. Available Staff: 100%
 - e. Number of years providing tow services to cities: 14 years
3. References (10%): Please use enclosed Bidders Qualification Statement and Reference forms.
4. Capacity to Best Meet the Needs of the City of Murphy (20%):
 - a. Number of Trucks:
 - i. Standard Duty One-Ton Wreckers (5,000 lbs minimum hauling capacity):
10 Flatbeds with wheel lifts
3 Light Duty wheel lifts
 - ii. Heavy Duty Wrecker (20,000 lbs minimum hauling capacity):

<u>3 Heavy Dutys</u>	<u>50,000 each</u>
<u>1 Landoll 53ft TRK Trailer</u>	<u>70,000</u>
 - b. Truck Description:
 - i. List type of equipment stored in each wrecker:
Brooms, Buckets, fire ext, crowbars, oil sorb, flares, chains, jacks
safety vest, tow lights
 - c. Number of Facilities or Lots: 1
 - i. Facility/Lot Location: 1109 E Walnut St. Garland, TX 75040
 - ii. Facility/Lot Security: Fenced, Lighted, Security Cameras
 - iii. Facility/Lot Square Footage: 1 acre
 - iv. Parking Lot Surface: rock + crushed concrete
 - v. Parking Lot Lighting: Yes

**SECTION V
BID ENDORSEMENT**

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

MARTIN services INC. DBA Big Boss Towing
(OFFICIAL Firm Name)

By: Garry M
(Original Signature) **Must be signed to be considered responsive**

Garry Martin
(Typed or Printed Name)

General Manager 1-3-13
(Title) (Date)

Remittance Address: 1109 E Walnut St.
Gerland, TX 75040 75040
(Zip Code)

Phone #: (972) 485-4458

Fax #: (972) 485-5968

Email Address: gmartin@bigboss towing.com

**SECTION VI
 BID PRICING SHEET
 CITY OF MURPHY WRECKER FEES**

1.	Light Duty Wrecker (Flat Rate)	<u>75.00</u>
2.	Light Duty Recovery (Flat Rate)	<u>75.00 hr.</u>
3.	Flatbed Wrecker (Flat Rate)	<u>75.00</u>
4.	Dollies (Flat Rate)	<u>25.00</u>
5.	Use and Clean-Up of Absorbent Material	<u>25.00</u>
6.	Storage Fee P/Day	<u>20.00</u>
7.	Storage Fee Over 25'	<u>35.00</u>
8.	Impound Fee	<u>20.00</u>
9.	Letter of Notification	<u>50.00</u>
10.	Medium Duty Wrecker (Hourly Rate)	<u>125.00</u>
11.	Cargo Clean-Up (Hourly Rate)	<u>100 hr.</u>
12.	Heavy Duty Wrecker (Hourly Rate)	<u>250.00 hr.</u>
13.	Heavy Duty Recovery (Hourly Rate)	<u>250.00 hr.</u>
14.	Motorcycles (Flat Rate)	<u>95.00</u>
15.	Lock-Outs (Flat Rate)	<u>95.00</u>
16.	Trailers (Flat Rate)	<u>75.00 Light Duty only</u>
17.	Mileage Fee	<u>3.00 a mile</u>
18.	Incident Management Fee (Incident Management Fee is allowed on crashes or incidents that require the tow company to summon an incident manager of the tow company to the scene to manage or call in additional resources. This shall be a flat per hour fee prorated in fifteen minute increments.)	<u>200.00 hr.</u>

Incomplete fee schedules will be cause for rejection: Please indicate a fee or N/A where applicable.

Charges for additional fees should be submitted as an additional attachment to the Bid Pricing Sheet.

SECTION VII
FUEL SURCHARGE

FUEL SURCHARGE: A fuel surcharge will be allowed when diesel fuel prices exceed a set price per gallon based on the national cost average.

A.	\$3.50 per gallon to \$3.99 per gallon	\$ 5.00
B.	\$4.00 per gallon to \$4.49 per gallon	\$10.00
C.	\$4.50 per gallon to \$4.99 per gallon	\$15.00
D.	\$5.00 per gallon and above	\$20.00

**SECTION VIII - EXHIBITS
EXHIBIT 1 — INSURANCE REQUIREMENTS**

Contractor performing work on City property or public right-of-way for the City of Murphy shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions indentified herein. Contractor shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the Contractor's policy. The City, at its own discretion, may require a certified copy of the policy. All insurance companies and coverage's must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Murphy. Listed below are the types and amounts of insurance required. The City reserves the right to amend or require addition all types depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent.
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If applicable

Sole Proprietors may request a waiver of the Worker's Compensation coverage requirement if they have no employees. If services under this Agreement will not be performed on city property, the Contractor may submit a written request for exemption from the Worker's Compensation requirements.

All Certificates of Insurance need to reference job or contract number in comments section.

The attached "Insurance Requirement Affidavit" must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

By submitting a bid or proposal without previous approved exceptions, contractor agrees to the following general provisions: (i) Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to bid due date; (ii) Exceptions must be approved in writing by City's representative prior to bid or proposal submission; and (iii) City will not accept requests for exceptions after bids have been received.

INSURANCE REQUIREMENT AFFIDAVIT
(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this Contract by the City of Murphy, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid. If this time requirement is not met, the City has the right to declare this vendor non-responsive & award the Contract to the next bidder meeting specifications.

Agent's Signature <u>Sham Treanor</u>	Agent's Name Provided <u>Sham Treanor 1500 S. Central Express</u>
Name of Insurance Carrier <u>McKinney TX 75070</u>	Address of Agency <u>972-542-1533</u>
City, State, Zip	Phone Number where Agent May be Contacted
Vendor's Name (please print or type) <u>MARTIN SERVICES INC. DBA- Big Boss Towing</u>	

SUBSCRIBED AND SWORN to before me by the above named Sham Treanor on this the 3 day of January, 2013.

[Signature]
Notary Public in and for the State of Texas



BIDDER AGREEMENT

I agree to provide the above described insurance coverage's if selected to perform work for the City of Murphy. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Company:	<u>MARTIN SERVICES INC. DBA- Big Boss Towing</u>	
Printed Names	<u>GARY MARTIN</u>	Vendor # (if applicable): _____
Signature:	<u>Gary M</u>	Date: <u>1-3-12</u>
City of Murphy Project or Bid Number:	<u>Annual Contract for City Wrecker and Impoundments</u>	

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity with bid submittal.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- F.** The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G.** The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H.** The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I.** The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, an new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this Contract a prohibited interest as that is defined in City Charter or Murphy City Code.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this Contract will render the Contract voidable.

MARTIN SERVICES INC. DBA- Big Boss Towing
Name of Contractor

By: Gary M
(Signature)

Garry Martin
(Printed Name)

General Manager
(Title)

STATE OF TEXAS §
 §
COUNTY OF Dallas §

SUBSCRIBED AND SWORN TO before me this 3 day of January, 2013.



MLB
Notary Public in and for the State of Texas

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity Date</p>		

Adopted 06/29/2007

EXHIBIT 4

BIDDER QUALIFICATION STATEMENT

Project: Bid No. Annual Contract for City Wrecker and Impound ServicesContractor: Martin Services Inc. DBA Big Bass TowingIndicate One: Sole Proprietor Partnership Other
 Corporation Joint VentureName: Carla Binder
Title: owner
Address: 1109 E Walnut St.
City: Garland
State & Zip: TX 75040
Phone: 972-485-4458Partner: _____
Title: _____
Address: _____
City: _____
State & Zip: _____
Phone: _____State and Date of Incorporation, Partnership, Ownership, Etc. Texas 1999Location of Principal Office: 1109 E Walnut St. Garland, TX 75040Contact and Phone at Principal Office: Carla Binder 972-485-4458Liability Insurance Provider and Limits of Coverage: Farmers 1mill - 2 mill - 1millWorkers Compensation Insurance Provider: Texas Mutual Insurance Co. 1mill-1mill-1millAddress: PO Box 495429 Garland, TX 75249Contact and Phone: Gina Gold 972-864-0400Number of Years in Business as a Contractor on Above Types of Work: 14 years

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? NoAre there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? NoHas your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NoWithin the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

REFERENCES

List your most current agreements/contracts, with information, similar to the type of work bid.
(Use Additional Sheets if Necessary)

Description of Services: Garland Police Dept. Police Dept.
 Number of Years: 11 years
 Address of Service Location: 1630 Commerce
 Name of Location Served: City of Garland
 Contact Person: Capt Mark Brown Phone: 214-534-1163

Description of Services: Towing McKinney Police Dept.
 Number of Years: 6 years
 Address of Service Location: 201 N Main St.
 Name of Location Served: City of McKinney Auto Pound
 Contact Person: Ast. Chief Randy Roland Phone: 214-226-4421

Description of Services: Towing Dallas Police Dept.
 Number of Years: 11 years
 Address of Service Location: 3131 Dawson
 Name of Location Served: City of Dallas Zone 2.
 Contact Person: Gary Tidlow Phone: 214-670-3161

EXHIBIT 6
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a:	1	Sole Proprietorship	Yes	No
	2.	General Partnership	Yes	No
	3.	Limited Partnership	Yes	No
	4.	Corporation	<input checked="" type="radio"/> Yes	No
	5.	Other	Yes	No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

MARTIN Services Inc. DBA Big Boss Towing
1109 E Walnut St. Garland, TX 75040 Dallas Co.
owner Carla Binder

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

_____ No Yes if yes, specify: _____ MBE WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

_____ No Yes

If yes, specify the governmental agency: NCTRCA

Date of Certification: March 2011

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
MARTIN SERVICES INC.

Business name/disregarded entity name, if different from above
DBA BIG BASS TOWING

Check appropriate box for federal tax classification required:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
1109 E Walnut St.

City, state, and ZIP code
Garland, TX 75040

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[] - [] - []

Employer identification number
75-2916177

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Gary M. D.* Date ▶ **1-3-13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

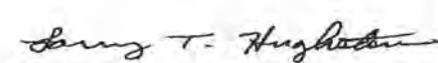
PRODUCER Davis-Dyer-Max Insurance a Member of the Insurors Group P.O. Box 495429 Garland TX 75049	CONTACT NAME: Gina Foster PHONE (A/C, No, Ext): (972) 864-0400 FAX (A/C, No): (972) 278-8400 E-MAIL ADDRESS: gina.foster@davis-dyer-max.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Texas Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Texas Mutual Insurance Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Martin Services, Inc. dba Big Bass Towing and Marion's Wrecker Service 1109 E. Walnut St. Garland TX 75040															

COVERAGES **CERTIFICATE NUMBER:** 12-13 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001232601	1/13/2012	1/13/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Murphy 206 N. Murphy Road Murphy, TX 75094	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Larry Hughston/GRG 

Commercial Certificate of Insurance



FARMERS

Agency Name: FARMERS INSURANCE
 Name: SHAN TREANOR
 & Address: 1500 S. CENTRAL EXPWY, STE. 501
 MCKINNEY, TEXAS 75070

Issue Date (MM/DD/YY) 01/03/13

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 35 Dist. 50 Agent 07

Insured Name: MARTIN SERVICES INC.
 & Address: DBA: BIG BASS TOWING
 1109 E. WALNUT STREET
 GARLAND, TEXAS 75040

Companies Providing Coverage:

- Company A Truck Insurance Exchange
- Company B Farmers Insurance Exchange
- Company C Mid-Century Insurance Company
- Company D TEXAS COUNTY MUTAL

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
A	<input checked="" type="checkbox"/> General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	604731455	05/01/12	05/01/13	General Aggregate Products-Comp/OPS Aggregate \$ 1,000,000.00 Personal & Advertising Injury Each Occurrence \$ 2,000,000.00 Fire Damage (Any one fire) \$ Medical Expense (Any one person) \$
A	<input checked="" type="checkbox"/> Automobile Liability All Owned Commercial Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos <input checked="" type="checkbox"/> Garage Liability	604731463	05/01/12	05/01/13	Combined Single Limit \$ 1,000,000.00 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage Garage Aggregate \$ 1,000,000.00
	Umbrella Liability				Limit \$
	Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

Description of Operations/Vehicles/Restrictions/Special items:

Certificate Holder is named as Additional Insured

Cargo Coverage 100,000 per vehicle. Note: Policy includes coverage for 3 vehicle storage facilities.

Certificate Holder

Name: City of Murphy
 & Address: 206 N Murphy Rd
 Murphy, Texas 75094

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SHAN TREANOR
 Authorized Representative

OWNER/AGENT



TOW TRUCK CERTIFICATE OF REGISTRATION

Certificate of
Registration No: **005466669C**

Expiration Date: **10/31/2013**

**BIG BASS TOWING
MARTIN SERVICES INC.
1109 E WALNUT ST
GARLAND TX 75040**

Having fulfilled the application requirements of the Texas Department of Licensing and Regulation (TDLR) relating to the registration of tow trucks, this Certificate of Registration is hereby granted to:

**BIG BASS TOWING
MARTIN SERVICES INC.
1109 E WALNUT ST
GARLAND, TX 75040**

**This Certificate of Registration is not transferable.
VOID IF ALTERED**



Cab Card for Certificate #:

005466669C

BIG BASS TOWING
MARTIN SERVICES INC.
1109 E WALNUT ST
GARLAND TX 75040

BIG BASS TOWING
MARTIN SERVICES INC.
1109 E WALNUT ST
GARLAND TX 75040

Seq #	Unit #	Make	Model YR	VIN	Expires
1	13	KENWORTH	1996	1XKAD69X8TS660764	10/31/2013
	Permit #:	TDLR0005466669013IM	Purpose:	Incident Management	Type: Heavy Duty
2	14	FREIGHTLINER	1994	1FUZYCYB0RH570814	10/31/2013
	Permit #:	TDLR0005466669014IM	Purpose:	Incident Management	Type: Heavy Duty
3	2	FORD	2002	1FDAF56F22EA69172	10/31/2013
	Permit #:	TDLR0005466669030IM	Purpose:	Incident Management	Type: Light Duty
4	27	KENWORTH	2007	2NKMHY6X17M206100	10/31/2013
	Permit #:	TDLR0005466669011IM	Purpose:	Incident Management	Type: Light Duty
5	28	KENWORTH	2007	2NKMHY6X87M195192	10/31/2013
	Permit #:	TDLR0005466669010IM	Purpose:	Incident Management	Type: Light Duty
6	30	FORD	2009	1FDWX36R29EA56885	10/31/2013
	Permit #:	TDLR0005466669019IM	Purpose:	Incident Management	Type: Light Duty
7	31	KENWORTH	2007	2NKMHD6X37M192449	10/31/2013
	Permit #:	TDLR0005466669020IM	Purpose:	Incident Management	Type: Light Duty
8	32	FORD	2009	1FDWX36R49EA56886	10/31/2013
	Permit #:	TDLR0005466669021IM	Purpose:	Incident Management	Type: Light Duty
9	33	FREIGHTLINER	2000	1FUYSSEBXYPB35214	10/31/2013
	Permit #:	TDLR0005466669022IM	Purpose:	Incident Management	Type: Heavy Duty
10	35	FORD	2011	3FRWF6FCOBV367376	10/31/2013
	Permit #:	TDLR0005466669023IM	Purpose:	Incident Management	Type: Light Duty
11	36	FORD	2011	3FRWF6FC2BV582712	10/31/2013
	Permit #:	TDLR0005466669024IM	Purpose:	Incident Management	Type: Light Duty
12	38	FORD	2011	3FRWF6FC6BV582714	10/31/2013
	Permit #:	TDLR0005466669025IM	Purpose:	Incident Management	Type: Light Duty
13	39	HINO	2012	5PVNJ8JN3C4S50924	10/31/2013
	Permit #:	TDLR0005466669027IM	Purpose:	Incident Management	Type: Light Duty
14	40	HINO	2013	5PVNJ8JNOD4S51093	10/31/2013
	Permit #:	TDLR0005466669028IM	Purpose:	Incident Management	Type: Light Duty
15	41	HINO	2013	5PVNJ8JN6D4S51096	10/31/2013
	Permit #:	TDLR0005466669029IM	Purpose:	Incident Management	Type: Light Duty

(VOID IF ALTERED)

This card signifies that the Tow Truck Company has fulfilled the registration requirements of Chapter 86 as of the date this cab card was issued. To receive the current status of registration or insurance coverage, please call TDLR Customer Service at 1-800-803-9202.

The original Cab Card must be retained in the Tow Truck Company principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified tow truck.



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
July 12, 2012

CERTIFICATE

MC-791226-C

U.S. DOT No. 1854329
MARTIN SERVICES INC
D/B/A BIG BASS TOWING
GARLAND, TX

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMO



Women-Owned Business Enterprise Certification

Martin Sevices, Inc dba Big Bass Towing

Woman-Owned Business Enterprise

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified to provide service(s) in the following areas:

488410;

Motor Vehicle Towing;

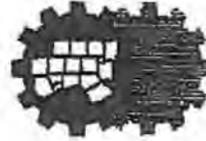
March 2012

This Certification is valid beginning _____ and superceded any registration or listing previously issued. This certification must ne updated annually by submission of an Annual Update Affidavit..At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.

Certificate expiration March _____, 2013
 Issued date March _____, 2012

Certification Administrator

CERTIFICATION NO. WFWB52903Y0313



North Central Texas Council of Governments
Regional Training Center

Be it known that on Friday, March 31, 2006,

GARRY MARTIN

Has successfully completed the required curriculum for

**Freeway Incident Management:
First Responder and
Manager Course**

Executive Director

Course Code: ADM220
Class Hours: 15.00

Director of Regional Training

American Alliance Drug Testing Supervisor Training Certificate

DOT-FMCSA 49 CFR Part 382

Motor Carrier Random Drug and Alcohol Testing Program

Gary Martin

AADT hereby certifies that the above named individual received at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substances use as mandated in §382.609 of the named regulation. At a minimum, the training covered physical, behavioral, speech, and performance indicators of probable alcohol misuse and controlled substances. This training also included the different types of testing along with the policies and procedures required by the United States Department of Transportation under 49 CFR Part 40. As such, this individual is qualified and authorized to initiate a "reasonable suspicion" test as described in §382.307.



326 N. Euclid Avenue
Upland, CA 91786-6031
(800) 820-9314
(909) 982-8409
(909) 688-2058 - Fax
aandrugtesting.com

Saturday, September 06, 2008

Training Completion Date

Diana Renteria - Cust. Service Specialist/



TEXAS TOWING & STORAGE ASSOCIATION

Membership Certificate

ON THIS DATE

BIG BASS TOWING, INC.

*is recognized as a member in good standing
of
Texas Towing and Storage Association*

Trainning employees in compliance with industry standards.

Triad-member, association, and industry.

Synergism-the strength of total industry.

Allegiance to continually upgrading the towing industry.

The towing and storage association that represents all segments of the industry in Texas.

Chartered 1973

October 16, 2000

Date

Chairman

President

This Certificate is the property of TTSA and loaned to the member during membership. It shall be returned to TTSA upon request.

Certificate of Membership

Active



Member

This Certificate is Presented to

Big Bass Towing



Dan Messina, President

March 1, 2012

Expires

**ADVERTISEMENT AND REQUEST FOR SEALED BIDS
CITY OF MURPHY, TEXAS**

**REQUEST FOR
ANNUAL CONTRACT FOR CITY WRECKER AND IMPOUND SERVICES**

THIS IS A "BEST VALUE" SOLICITATION

**SEALED BIDS INCLUDING ORIGINAL BID AND TWO COPIES AND CURRENT
INSURANCE CERTIFICATE MUST BE DELIVERED BY MAIL OR IN PERSON TO:**

City of Murphy, City Secretary
206 N. Murphy Road
Murphy, Texas 75094

**ALL BIDS MUST BE RECEIVED BY FRIDAY, JANUARY 11TH, 2013,
AT 3:00 P.M. CENTRAL STANDARD TIME**

***** LATE BIDS AND FAXED BIDS WILL NOT BE ACCEPTED *****

Written Questions: Submit Written Questions to:
G. M. Cox, Police Chief, at gmcox@murphytx.org

**WRITTEN QUESTIONS MAY BE SUBMITTED THROUGH FRIDAY,
DECEMBER 28, 2012 @ 12:00 P.M. CENTRAL STANDARD TIME
QUESTIONS OF A SUBSTANTIAL NATURE WILL BE ADDRESSED IN AN
ADDENDUM, WHICH WILL BE PROVIDED TO ALL BIDDERS**

**All bids will be opened at The City of Murphy, City Council Meeting room, located at
206 N. Murphy Road, Murphy, Texas, on January 11th, 2013 @ 3:00 p.m. Central Standard Time**

COVER SHEET

INDEX

SECTION I	NOTICE TO OFFERORS
SECTION II	GENERAL TERMS AND CONDITIONS
SECTION III	SPECIFICATIONS/CONTRACT TERMS
SECTION IV	EVALUATION CRITERIA
SECTION V	BID ENDORSEMENT
SECTION VI	BID PRICING SHEET (Must be completed by Bidder)
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SECTION VIII	EXHIBITS
	1. INSURANCE REQUIREMENTS
	2. AFFIDAVIT NO PROHIBITED INTEREST
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**SECTION I
NOTICE TO OFFERORS**

1.1 INTRODUCTION

Section I provides general information to potential bidders on subjects such as where to submit bids, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 PRE-BID CONFERENCE

A pre-proposal conference will not be held.

1.3 SUBMISSION OF BID

All bids will be sealed and received by the City of Murphy, City Secretary (the "City"). Bids shall be in one envelope clearly marked:

**ADVERTISEMENT AND REQUEST FOR SEALED BIDS
CITY OF MURPHY, TEXAS**

**REQUEST FOR
ANNUAL CONTRACT FOR CITY WRECKER AND IMPOUND SERVICES**

City of Murphy, City Secretary
206 N. Murphy Road
Murphy, Texas 75094

**ALL BIDS MUST BE RECEIVED BY FRIDAY, JANUARY 11TH, 2013,
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DECEMBER 28, 2012 @ 12:00 P.M. CENTRAL STANDARD TIME
QUESTIONS OF A SUBSTANTIAL NATURE WILL BE ADDRESSED IN AN
ADDENDUM, WHICH WILL BE PROVIDED TO ALL BIDDERS**

1.4 NUMBER OF COPIES

Bidder shall submit one original set and two (2) copies of bid documents. This will greatly facilitate the evaluation process. The bid shall remain the property of the City. The original copy shall be unbound and clearly marked "Original."

1.5 BID INFORMATION

All questions regarding bid preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing no later than Friday, December 28, 2012, 12 p.m., Central Standard Time.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If a bidder believes that parts of an offer are confidential, then the bidder must so specify. The bidder must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the bidder believes to be confidential. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the Contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 ADDENDUM/AMENDMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the bidder to make an adequate interpretation of this solicitation, a supplement to the solicitation will be provided to each offeror. Questions will be acceptable through December 28th, 2012, at 12:00 p.m., Central Standard Time.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

1.8 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation the bidder agrees that any offer it submits may be accepted by the City at anytime within 90 days from the close date.

The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City. Failure of the bidder to provide in its offer any information requested in the solicitation may result in rejection for non-responsiveness.

Costs incurred by any agency in the preparation of their response to this bid are the responsibility of the responding agency and will not be reimbursed by the City.

1.9 AWARD OF CONTRACT

The City intends to award a Contract using the evaluation criteria and other factors as indicated in Section IV. This is a Best Value Solicitation. The City reserves the right to award a Contract for City wrecker and impound services to one or more offerors.

1.10 CONTRACT ADMINISTRATION

The City Police Department shall be responsible for administration of the Contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.11 SUBSTANTIVE BIDS

The respondent shall certify (a) that his bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he has not solicited or induced any other person, firm, or corporation from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other respondents or over the City.

SECTION II GENERAL TERMS AND CONDITIONS

The City bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this Contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this Contract. The City reserves the right to terminate the Contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of Contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The Contract shall remain in effect until the Contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this Contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this Contract with the exception of a change order processed through the City.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code regarding Conflicts of Interest. The City Code, Article IX, Code of Ethics, states that "no city official may vote on or participate in any decision-making process on a matter concerning property or a business entity if the official has a substantial interest in the real property or business entity."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the City Secretary no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this Contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the Contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the Contract, the date the performance of service in accordance with the Contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

2.23 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.24 When unit price differs from extended price, the unit price prevails.

2.25 In case of a discrepancy between the product number and description, the description takes precedence.

2.26 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.27 Response to specification is primary in determining the lowest responsible bid.

2.28 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.28.1 A price redetermination may be considered only at the anniversary dates of the Contract. All requests for price redetermination shall be in written form and shall

include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. Any adjustment in pricing must be presented to the City at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City, normally within 30 days prior to the expiration date of the current Contract.

2.29 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the City Secretary, and bidder so agrees upon submittal of bid.

2.30 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.31 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Murphy. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.32 Bid tabulations can be accessed or requested by e-mail or by sending a written request along with a self-addressed, stamped envelope to the Chief of Police. Please allow at least one week after opening date for bids to be tabulated.

2.33 All work, materials, equipment, and supplies, furnished under this Contract shall comply with applicable laws, ordinances and regulations.

2.34 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.35 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.36 It is the policy of the City that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.37 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.38 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the Contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.39 Workers' Compensation Coverage - Statutory See Insurance Requirements in Section VIII – Exhibit "1."

2.40 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.40.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.40.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.40.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.40.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any subcontractor under him.

2.41 Reserved

2.42 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.43 All protests regarding the bid solicitation process must be submitted in writing to the City Secretary within five (5) working days following the opening of bids. This includes all protests

relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.44 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE." SEE SECTION IV FOR EVALUATION CRITERIA.

SECTION III
SPECIFICATIONS/CONTRACT TERMS
CITY OF MURPHY CONTRACT TERMS FOR WRECKER AND IMPOUND
SERVICES

THIS AGREEMENT is by and between the City of Murphy, Texas (the "City"), a municipal corporation, and the Contractor identified herein below as of the date and year herein specified herein.

For and in consideration of the mutual terms and conditions stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto hereby agree as follows:

Article I
Duration

1.1. This Agreement is for a period of three (3) years commencing on the effective date and ending on the anniversary of said effective date, unless terminated prior thereto. The effective date shall commence on the date that the City Manager executes this Agreement. The City reserves the right to renew this Agreement under the same terms and conditions as provided herein for an additional three (3) year term. This Agreement is a non-exclusive agreement and the Chief of Police or his designee retains the right to terminate this Agreement in accordance with the provisions contained herein or other acts of default detrimental to the Murphy Police Department.

1.2. The Contractor may terminate this Agreement with a thirty (30) calendar day written notice of termination.

1.3 The City may terminate this Agreement, without cause, with a thirty (30) calendar day written notice of termination.

Article II
Dispatch of Vehicles

2.1. The Contractor shall dispatch appropriate vehicles or equipment to effectuate removal of a motor vehicle or such other vehicle at the direction of the Chief of Police or his designee, within the incorporated limits of the City of Murphy. The Contractor should maintain communication capabilities by use of pager, mobile telephone or other such device. The Contractor will not have access to any Murphy Police Department radio frequency.

Article III
Minimum Requirements

3.1. The following are the minimum requirements for personnel, equipment and facilities.

- (a) Personnel: The Contractor will provide twenty-four (24) hours a day, seven (7) days a week, access to release impounded vehicles or personal property. The

Contractor will provide a person or service to answer the phone twenty-four (24) hours a day, seven (7) days a week. The Contractor will also provide, under their supervision, the opportunity for vehicle owners to remove items from their cars, and for appraisals and photographs by insurance agents and body shop specialists. Upon request by the City, vehicles shall be moved by Contractor to designated areas within the impound site for impound auctions and/or inspections. Contractor, at its cost, will also provide such other personnel as may be needed to be available on a 24-hour basis, seven (7) days a week for the towing and handling of all vehicles.

The wrecker service shall ensure that wrecker operators assigned to tow vehicles and equipment, possess and maintain a current license to operate in accordance with the laws and regulations promulgated by the State of Texas. All operators shall wear traffic safety vest or clothing that meets ANSI (American National Standards Institute) Standards with a minimum Level II rating.

- (b) Equipment: To be available immediately (calls within city limit response time 30 minutes or less, heavy-duty wreckers within one hour or less)

Two (2) standard duty one-ton wreckers with 5,000 pounds minimum hauling capacity and one (1) heavy-duty wrecker with 20,000 pounds minimum hauling capacity. Tow trucks should have current registration and motor vehicle inspection. Each tow truck should be in safe operating condition. Each wrecker will be equipped with the following miscellaneous equipment: fire extinguisher, tow bar, towing dollies, safety chains, broom, shovel, wrecking bar, and jack stand. Each tow vehicle will be required to carry at minimum 5 gallons of dry absorbent material to clean fluid spills that are not cleared by Fire Department personnel.

- (c) Facilities: The Contractor shall provide and maintain an impound site for the destination point of towed vehicles and the location for storage of towed vehicles. The impound site must meet the criteria as specified under state licensing procedures established by the Texas Department of Licensing and Regulation. This Vehicle Storage Facility license shall remain valid throughout the duration of this Agreement. The impound site and all adjacent areas shall be kept clean and free of trash, rubbish, debris, and auto parts. The impound site will be within a fifteen (15) mile drive from the Murphy Police Department. The impound site will be of a size that is adequate to store a minimum of forty (40) standard size vehicles. The Chief of Police, or his designee, shall inspect and approve the site before this Agreement is awarded.

The Contractor shall keep and maintain the impound site in an adequately lighted, safe and secure manner and shall adequately protect all vehicles located therein. The Contractor shall post a list of fees that conform to this Agreement and are approved by the Murphy Police Department in a conspicuous place near the customer counter.

Article IV

Impoundment and Release of Vehicles

4.1 The Contractor shall keep and maintain such vehicles that he removes, in a safe and secure manner. No vehicle impounded may be released to any person without satisfactory proof of ownership. No vehicle impounded with a "hold" may be released without authorization from the Murphy Police Department. No storage fee will be computed on a vehicle with a "hold" placed on it. Storage fees may only be computed after the Murphy Police Department has officially released the "hold". The Murphy Police Department will release the hold by notifying the Vehicle Storage Facility (VSF) in person or by fax, a signed release identifying the official's name and badge number, the vehicle description including the VIN and license plate information and color. The Contractor will note the Murphy Police Department official's name, identification number, date and time that the release of hold is issued.

4.2 Any vehicle with a "hold" placed on it that is in the seizure process will be stored in a secured area away from other impounded vehicles. Upon the vehicle being awarded to the Murphy Police Department, all storage fees shall be waived.

4.3 In accordance with Texas Code of Criminal Procedure, Section 1, Chapter 18, Article 18.23, the Murphy Police Department will not be charged for towing, storage, impound or notification fees for the period of time that any vehicle towed and/or placed on "hold" by the Murphy Police Department is towed for evidentiary, examination purposes or for purposes of forfeiture. Proper storage procedures as dictated by the Murphy Police Department will be followed on all vehicles stored under this paragraph.

4.4 Upon the receipt of a complaint, by the Murphy Police Department, from any source concerning claimed damage to a towed vehicle or its contents, the Contractor shall submit a written report (format provided by the Police Department) upon request to the Chief of Police or his designee within twenty-four (24) hours after receipt of such request. Such report shall contain all facts pertinent to the claim or complaint presented. Contractor hereby expressly assumes full responsibility and liability for all such vehicles in his care, including all equipment and contents thereof and agrees to provide the defense for, indemnify and hold the City, its officers and employees harmless against all claims for damages to vehicles and their contents while under his control.

Article V

Payment

5.1 The payment of the accrued charges for towing, storage or other related services shall be borne exclusively by the owner or agent of the vehicles removed and impounded. The schedule of charges and the amount charged for any service shall not be changed by the Contractor without express written approval of the Chief of Police. The Contractor shall not charge any vehicle owner any amount in excess of the charges set forth in the schedule of charges. Complaints or disputes relative to billing by the Contractor from owners or agents of vehicles removed or impounded shall be filed with the Chief of Police, in writing, stating in particular the complaint or disputed portion of the charges and include a copy of the detailed billing receipt, no

later than two (2) weeks from the date of the receipt. The final determination and resolution of complaint or billing dispute by the Chief of Police is final.

Article VI Sale of Vehicles

6.1 Any vehicle impounded under the provisions of this Agreement may be sold at public sale in accordance with applicable State law. Contractor shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required under Chapters 683, 684 and 685 of the Texas Transportation Code, as amended, the Texas Occupation Code, Chapter 2303, as amended, or any other applicable law, to be given or provided by the Murphy Police Department and/or Contractor as agent for the Murphy Police Department or as operator of the City designated vehicle storage facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any junked vehicle, abandoned motor vehicle or other vehicle impounded at the direction of the City.

- (1) On recovered stolen vehicles, storage fees shall commence on the day following the date in which the vehicle owner or agent signed the notice.
- (2) Storage fees shall not be collected when a vehicle is not involved in an accident, but is taken into protective custody and the operator is incapacitated due to physical injury or other illness to the extent the operator is unable to care for his vehicle.
- (3) The Contractor shall dispose of junked vehicles in accordance with the Texas Transportation Code, Chapter 683, as amended and other applicable State or local laws, within forty-eight (48) hours after removal of the junked vehicle to the Impound Site. Contractor shall be responsible for applying for any Certificate of Authority to Dispose for any said junked vehicles.

6.2 Contractor shall provide to the Murphy Police Department on the day of disposition of a junked vehicle, a signed receipt (or other evidence satisfactory to the City) from a scrap yard or Motor Vehicle Demolisher as to the disposition of the junked vehicle. Once impounded, a "junked" vehicle shall not be released without authorization by the Murphy Police Department.

Article VII Records and Reports

7.1 The Contractor shall prepare and maintain a current computerized inventory listing, a copy to be submitted and mailed, or emailed, to the Murphy Police Department weekly that shows the following:

- (a) Date and time vehicle towed and impounded, indicating if a "hold" is or is not placed on vehicle. Date "hold" released and by whom indicated on form;
- (b) Make, model and year of vehicle;

- (c) License number (verified by Contractor);
- (d) Vehicle identification number (verified by Contractor);
- (e) General description of vehicle and its condition upon being brought in with adequate notes as to any major defects and/or damages. (Applies only to first time listed);
- (f) An inventory of all loose personal property or articles in the vehicle where it is brought into the City Pound. These contents, if unclaimed at the time vehicle is sold at public auction will remain with the vehicle. (Applies only to first time listed).
- (g) An inventory of vehicles claimed by owners, with a copy of receipts reflecting storage charges (if any) and payment for the storage charges in a manner designated by the City.

7.2 The Contractor shall retain and maintain all business records provided for in this Agreement for a period of three (3) years. The Contractor agrees to permit the Murphy Police Department to audit and inspect all records relative to the impoundment and towing of vehicles at any reasonable time. Failure to allow inspection or falsification of records will be grounds for immediate termination of this Agreement.

7.3 The Contractor further agrees to allow the Murphy Police Department the right to inspect at any time any and all vehicles towed, impounded or stored by Contractor and to conduct inventories of vehicle contents.

Article VIII Accident Scene

8.1 The wrecker service will be responsible for the clearing of the roadway and removing glass and other debris from the accident site. Accident scene includes one or more vehicles which are involved in an accident and includes the area of the location of vehicles and the area which contains debris from the vehicles including parts of vehicles and cartage. Labor rates for clearing the debris or cartage are to be provided in accordance with the authorized fee schedule and are recoverable from the owner or agent of the vehicles towed. On minor accidents, where the Fire Department does not respond, and there is a fluid spill or leak (oil, transmission fluid, coolant, etc.), the Contractor shall use an absorbent material to retrieve as much fluid as possible.

Note: Accident Site Defined: the area around the accident site is included, and is not limited to the roadway. For example, a beverage truck overturns and spills cans onto the roadway and median. Both areas must be cleared. If there is any dispute about where this area is, an on-scene Murphy Police Officer will be the final authority and his or her directive must be followed.

Article IX Response Time

9.1 From the time the wrecker service is notified, the response time will be no more than thirty (30) minutes for calls within Murphy City Limits. After thirty (30) minutes, the Murphy Police Department may cancel the response of the tardy tow vehicle and notify another towing service to respond.

9.1.1 No fee or remuneration will be payable or due to the cancelled tow service.

9.2 On heavy duty wrecker calls, the response time will be no more than one (1) hour for calls within the Murphy City Limits.

9.3 If after three (3) incidents, in a twelve (12) month period, where the responding wrecker has exceeded thirty (30) minutes, the Contractor will be charged a \$100 fee on each subsequent call where the tow vehicle's response exceeds thirty (30) minutes. Failure to pay the fee within 30 days of being invoiced will constitute a breach of contract and could result in the immediate termination of the contract.

9.3.1 The fee will be charged until the oldest recorded incident is at least 12 months old.

Article X Wrecker and Storage Fees

10.1 Wrecker fees will be set by a Council Resolution following a review by the Chief of Police and approved by the City Manager and posted on or before June 1 of each even calendar year. The wrecker service shall post in a conspicuous place, near the cashier's counter, a copy of the scheduled charges allowed by the City. On tows requested by the Police Department, when the vehicle will be towed to a destination other than the Vehicle Storage Facility, the wrecker service shall not charge any fees that exceed the set schedule of fees.

10.2 There will be no storage fee for vehicles which remain in the pound less than twelve (12) hours. At the end of the twelve hour limit, a storage fee will be charged. Storage, impound and notification fees are set by the Texas Department of Licensing and Regulation. The City recognizes these fees and the tow service cannot exceed these fees in any way.

10.3 Vehicles owned and leased by the City will not be charged for local towing or tows within a 50 mile radius of City Hall, except vehicles with a curb weight exceeding 1 ton. There shall be no limit to the number of tows. Towing outside of the fifty (50) mile radius will be the towing fee plus \$1.00 per mile.

10.3.1 Vehicles weighing over one (1) ton will be towed and charged a fee of \$3.00 per mile if a heavy-duty wrecker is required.

10.4 A fee of \$1.00 per mile after 50 miles will be allowed for light duty wrecker calls, \$2.00 per mile on medium duty wrecker calls, and \$3.00 per mile on heavy duty wrecker calls.

10.5 Contractor agrees to provide the necessary labor and equipment for the changing of flat tires on Murphy Police and Fire vehicles (on fire vehicles weighing no more than $\frac{3}{4}$ ton). Response time must be within thirty (30) minutes after the time the Murphy Police Department dispatcher notifies Contractor of a request for service.

Article XI Disregards

11.1 Contractor is solely responsible for the costs for tow calls that are disregarded by the Murphy Police Department. A request for a tow truck may be canceled by the City and Murphy Police Department at any time prior to the actual hooking up to a vehicle. A request for tow services will not be disregarded, once the tow truck has arrived at the scene, unless a private wrecker (which was privately called) arrives simultaneously at the scene.

Article XII Administrative

12.1 All forms, notices or other correspondence to owners and lien holders must be on a form that is approved by the Chief of Police or his designee. The Murphy Police Department shall have the right, upon reasonable demand, to review and copy any and all forms, notices, correspondence and receipts that are a result of an impound or towing authorized by the Murphy Police Department.

Article XIII Restrictions

13.1 Wrecker services, under this Agreement, will not arrive at the location of an impound request unless they are on call or otherwise requested by the police department.

13.2 No portion of this Agreement may be assigned or delegated by the wrecker service without prior authorization and written approval by the Chief of Police or his designee.

13.3 The wrecker service is prohibited from selling parts from or dismantling vehicles that have been acquired under the terms of this agreement unless the police department causes to be issued a Certificate of Authority to dispose of said vehicle.

Article XIV Authority of Chief of Police to Release Certain Vehicles

14.1 The Chief of Police or his designated representative may release a vehicle without payment of storage and payment of towing for the reasons set forth below:

- (a) A vehicle was taken into protective custody when the incident did not involve an arrest, violation or automobile accident.
- (b) A vehicle is owned by or belongs to an individual who is not a citizen of the United States, who does not permanently reside in the United States and who is entitled to diplomatic immunity.
- (c) Subsequent investigation results in a determination that there was no violation of the Texas motor vehicle laws or the Murphy traffic code or that the arrested person did not commit a criminal offense.
- (d) In extraordinary circumstances where the Chief of Police has determined a public necessity, emergency or the existence of exigent circumstances in order to ensure safety of the public.

Article XV Indemnification

15.1 THE CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, LIENS, DEMANDS, LIABILITY, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, LEGAL FEES AND OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF OR ASSERTED BY ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY

(INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAY INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR THE PROVISION OF SERVICES RENDERED HEREUNDER. CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND OR SUIT AT THE SOLE EXPENSE OF THE CONTRACTOR. CONTRACTOR FURTHER AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIM OR CLAIMS ALLEGED ARE GROUNDLESS, FALSE OR FRAUDULENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST THE CONTRACTOR OR THE CITY OR TO ENLARGE IN ANY WAY THE CONTRACTOR'S LIABILITY, BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FOR CLAIMS, DAMAGES OR INJURIES TO THIRD PARTIES OR PROPERTY ARISING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.

Article XVI Miscellaneous

16.1 Amendments: This Agreement may not be amended or modified except by a written instrument signed by all parties hereto.

16.2 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

16.3 Binding Effect: This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. The sale of the wrecker service shall void this Agreement.

16.4 Time for Performance: Time is of the essence under each provision of this Agreement. Strict compliance with the times for performance is required.

16.5 Business Day: If any date of performance under this Agreement falls on a Saturday, Sunday or Texas legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or Texas legal holiday.

16.6 Termination: Either party may terminate this agreement upon a 30 calendar day written notice addressed and mailed to the people and addresses in Section 24 of this agreement.

16.7 Notices: All notices to be given hereunder shall be in writing and shall be deemed to have been duly given at the time of delivery if personally delivered; or upon the next business day after mailing if mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below:

If intended for City, to:

City of Murphy, Texas
Attn: City Manager
206 N. Murphy Road
Murphy, Texas 75094
Facsimile: 972-468-4008

With a copy to:

Andrew Messer
Messer Law Firm, P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
972.424.7200 Telephone
972.424.7244 Fax

If intended for Contractor:

16.8 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any cause of action relating to this Agreement shall be in the courts of appropriate jurisdiction of Collin County, Texas.

**SECTION IV
EVALUATION CRITERIA**

This is a Best Value Solicitation. Bids will be evaluated on the following criteria:

1. Cost of towing (lines 1 – 19 as listed on the Bid Pricing Page) (60%)
2. Background and History of Company (10%)
 - a. Number of year(s) in business: 34 Years (9 Years Incorporated)
 - b. Number of employees: 8
 - c. Business Hours: 24 Hours
 - d. Available Staff: 8
 - e. Number of years providing tow services to cities: 30
3. References (10%): Please use enclosed Bidders Qualification Statement and Reference forms.
4. Capacity to Best Meet the Needs of the City of Murphy (20%):
 - a. Number of Trucks:
 - i. Standard Duty One-Ton Wreckers (5,000 lbs minimum hauling capacity):
6
 - ii. Heavy Duty Wrecker (20,000 lbs minimum hauling capacity):
4
 - b. Truck Description:
 - i. List type of equipment stored in each wrecker:
Chains, straps, tow lights, oil sorb, broom, shovel, buckets, tools, go-jacks, skates, floor jack, snatch blocks, fire extinguisher, cribbing
 - c. Number of Facilities or Lots: 1
 - i. Facility/Lot Location: 1352 W FM 6, Nevada, TX 75173
 - ii. Facility/Lot Security: 8 Foot fence
 - iii. Facility/Lot Square Footage: 119,790
 - iv. Parking Lot Surface: Concrete
 - v. Parking Lot Lighting: Yes

SECTION V
BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

Wylie Auto Towing, Inc.
(OFFICIAL Firm Name)

By: *Joe Bellows*
(Original Signature) **Must be signed to be considered responsive**

Joe Bellows
(Typed or Printed Name)

President / CEO *Joe Bellows 1-10-13*
(Title) (Date)

Remittance
Address: 1352 W FM 6
Nevada, TX 75173
(Zip Code)

Phone #: (972) 442-9940

Fax #: (972) 843-2016

Email Address: wylieautotowinginc@yahoo.com

**SECTION VI
 BID PRICING SHEET
 CITY OF MURPHY WRECKER FEES**

1.	Light Duty Wrecker (Flat Rate)	<u>\$75.00</u>
2.	Light Duty Recovery (Flat Rate)	<u>\$75.00 per hour</u>
3.	Flatbed Wrecker (Flat Rate)	<u>\$75.00</u>
4.	Dollies (Flat Rate)	<u>\$25.00</u>
5.	Use and Clean-Up of Absorbent Material	<u>\$30.00</u>
6.	Storage Fee P/Day	<u>\$20.00</u>
7.	Storage Fee Over 25'	<u>\$35.00</u>
8.	Impound Fee	<u>\$20.00</u>
9.	Letter of Notification	<u>\$50.00</u>
10.	Medium Duty Wrecker (Hourly Rate)	<u>\$125.00</u>
11.	Cargo Clean-Up (Hourly Rate)	<u>\$100.00</u>
12.	Heavy Duty Wrecker (Hourly Rate)	<u>\$250.00</u>
13.	Heavy Duty Recovery (Hourly Rate)	<u>\$250.00</u>
14.	Motorcycles (Flat Rate)	<u>\$95.00</u>
15.	Lock-Outs (Flat Rate)	<u>\$95.00</u>
16.	Trailers (Flat Rate)	<u>\$75.00 Light Duty Only</u>
17.	Mileage Fee	<u>\$3.00 per mile</u>
18.	Incident Management Fee (Incident Management Fee is allowed on crashes or incidents that require the tow company to summon an incident manager of the tow company to the scene to manage or call in additional resources. This shall be a flat per hour fee prorated in fifteen minute increments.)	<u>\$200.00 per hour</u>

Incomplete fee schedules will be cause for rejection: Please indicate a fee or N/A where applicable.

Charges for additional fees should be submitted as an additional attachment to the Bid Pricing Sheet.

**SECTION VII
FUEL SURCHARGE**

FUEL SURCHARGE: A fuel surcharge will be allowed when diesel fuel prices exceed a set price per gallon based on the national cost average.

- | | | |
|----|--|---------|
| A. | \$3.50 per gallon to \$3.99 per gallon | \$ 5.00 |
| B. | \$4.00 per gallon to \$4.49 per gallon | \$10.00 |
| C. | \$4.50 per gallon to \$4.99 per gallon | \$15.00 |
| D. | \$5.00 per gallon and above | \$20.00 |

SECTION VIII - EXHIBITS
EXHIBIT 1 — INSURANCE REQUIREMENTS

Contractor performing work on City property or public right-of-way for the City of Murphy shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions indentified herein. Contractor shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the Contractor's policy. The City, at its own discretion, may require a certified copy of the policy. All insurance companies and coverage's must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Murphy. Listed below are the types and amounts of insurance required. The City reserves the right to amend or require addition all types depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent.
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If applicable

Sole Proprietors may request a waiver of the Worker's Compensation coverage requirement if they have no employees. If services under this Agreement will not be performed on city property, the Contractor may submit a written request for exemption from the Worker's Compensation requirements.

All Certificates of Insurance need to reference job or contract number in comments section.

The attached "Insurance Requirement Affidavit" must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

By submitting a bid or proposal without previous approved exceptions, contractor agrees to the following general provisions: (i) Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to bid due date; (ii) Exceptions must be approved in writing by City's representative prior to bid or proposal submission; and (iii) City will not accept requests for exceptions after bids have been received.

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this Contract by the City of Murphy, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid. If this time requirement is not met, the City has the right to declare this vendor non-responsive & award the Contract to the next bidder meeting specifications.

[Handwritten Signature]
Agent's Signature

Frances Chappell
Agent's Name Provided

FARMERS Truck Ins. Fich.
Name of Insurance Carrier

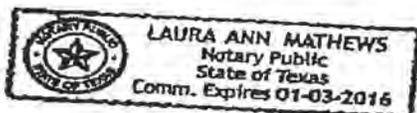
331 Melrose Dr # 133
Address of Agency

RICHARDSON, TX 75080
City, State, Zip

972-235-7340
Phone Number where Agent May be Contacted

Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named _____
on this the 8th day of Jan, 2013



[Handwritten Signature]
Notary Public in and for the State of Texas

BIDDER AGREEMENT

I agree to provide the above described insurance coverage's if selected to perform work for the City of Murphy. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Company: Wylie Auto Towing Inc.
Printed Names: Joe Bellows Vendor # (if applicable): _____
Signature: *[Handwritten Signature]* Date: 1-10-13
City of Murphy Project or Bid Number: _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

Commercial Certificate of Liability Insurance



FARMERS

Agency Frances Chappell
 Name 331 Melrose Drive Ste 133
 & Richardson, TX 75080
 Address (972)235-7340

Issue Date (MM/DD/YY) 01/08/13

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies shown below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

St. 35 Dist. 51 Agent RA

Insured Wylie Auto Towing Inc.
 Name 1352 W FM 6
 & Nevada, TX 75173-8234
 Address

Companies Providing Coverage (NAIC #):
 Company Letter A Truck Insurance Exchange 21709
 Company Letter B Farmers Insurance Exchange 21652
 Company Letter C Mid-Century Insurance Company 21687
 Company Letter D Texas County Mutual

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Add'l. Insrd.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability <input type="checkbox"/> Commercial General Liab. <input type="checkbox"/> Businessowners Liability <input type="checkbox"/> Claims Made Occurrence General Aggregate Limit Applies: <input type="checkbox"/> Per Location <input type="checkbox"/> Per Project				Each Occurrence \$ Damage To Rented Premises (Ea. Occur.) \$ Medical Expenses (Any one person) \$ Personal & Adv. Injury \$ General Aggregate \$ Prod./Comp. Ops. Aggr. \$	
D		Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	604752115	07/17/12	07/17/13	Combined Single Limit (Each accident) \$ 1000000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage (Per accident) \$	
A		Garage Liability <input type="checkbox"/> Any Auto	604752105	07/17/12	07/17/13	Auto Only-Ea. Accident \$ Other Than Auto Only: Each Accident \$ 1,000,000 Aggregate \$ 2000000	
		Umbrella Liability Retention \$				Limit / \$	
		Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Ea. Employee \$ Disease - Policy Limit \$	

Description of Operations/Vehicles/Restrictions/Special Items:

Certificate Holder

Name City of Murphy
 & 206 N Murphy Road
 Address Murphy, TX 75074

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Ashley Chappell
 Authorized Representative

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity with bid submittal.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- F.** The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G.** The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H.** The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I.** The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, an new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this Contract a prohibited interest as that is defined in City Charter or Murphy City Code.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this Contract will render the Contract voidable.

Wylie Auto Towing Inc
Name of Contractor

By: Joe Bellows
(Signature)

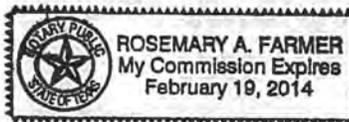
Joe Bellows
(Printed Name)

President & CEO
(Title)

STATE OF TEXAS

COUNTY OF Collin

§
§
§



SUBSCRIBED AND SWORN TO before me this 10 day of January, 2013.

Rosemary A. Farmer
Notary Public in and for the State of Texas

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 06/29/2007

EXHIBIT 4

BIDDER QUALIFICATION STATEMENT

Project: Bid No. _____

Contractor: Wylie Auto Towing, Inc.Indicate One: _____ Sole Proprietor _____ Partnership _____ Other
 Corporation _____ Joint VentureName: Joe Bellows

Partner: _____

Title: President / CEO

Title: _____

Address: 720 Main St

Address: _____

City: Lavon

City: _____

State & Zip: TX 75166

State & Zip: _____

Phone: (214) 549-9063

Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. Texas March 10, 2003Location of Principal Office: 1352 W FM 6, Nevada, TX 75173Contact and Phone at Principal Office: Joe Bellows 972-442-9940Liability Insurance Provider and Limits of Coverage: Farmers Ins 1 mil/occurrence
2 mil/aggregateWorkers Compensation Insurance Provider: N/A

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on Above Types of Work: 34

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? No

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? No

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? No

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

REFERENCES

List your most current agreements/contracts, with information, similar to the type of work bid.
(Use Additional Sheets if Necessary)

Description of Services: Contract for City Wrecker and Impound Svc
 Number of Years: 28
 Address of Service Location: 2000 SH 78 Wylie, TX 75098
 Name of Location Served: City of Wylie Police Department
 Contact Person: Chief John Duscio Phone: (972)516-6000

Description of Services: Contract for City Wrecker and Impound Svc
 Number of Years: 30
 Address of Service Location: 4300 Community McKinney, TX 75071
 Name of Location Served: Collin County Sheriff
 Contact Person: Butch Thornhill Phone: (972)547-5125

Description of Services: Contract for City Wrecker and Impound Svc
 Number of Years: 30
 Address of Service Location: 205 S Main St Farmersville, TX 75442
 Name of Location Served: City of Farmersville Police Department
 Contact Person: Chief Michael Sullivan Phone: (972)782-6141

EXHIBIT 6
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

- | | | | | |
|-------------------|----|---------------------|--------------------------------------|-------------------------------------|
| Is the company a: | 1 | Sole Proprietorship | Yes | <input checked="" type="radio"/> No |
| | 2. | General Partnership | Yes | <input checked="" type="radio"/> No |
| | 3. | Limited Partnership | Yes | <input checked="" type="radio"/> No |
| | 4. | Corporation | <input checked="" type="radio"/> Yes | No |
| | 5. | Other | Yes | <input checked="" type="radio"/> No |

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

N/A

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

N/A

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

N/A

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

Wylie Auto Towing, Inc. Formed under the laws of the state
of Texas
1352 W FM 6, Nevada, TX 75173 Collin County
Joe Bellows

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

N/A

Is the company a minority, or woman owned business enterprise?

No Yes if yes, specify: MBE WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

No Yes

If yes, specify the governmental agency: _____

Date of Certification: _____

EXHIBIT 7

CITY OF MURPHY VENDOR REGISTRATION FORM
VENDOR MUST SUBMIT IRS FORM W9 WITH APPLICATION
VENDORS WILL NOT BE ENTERED WITHOUT AN IRS FORM W9

Vendor No: _____ Entry Date: _____

Complete the application and mail to: City of Murphy, Chief of Police,
206 N. Murphy Road, Murphy, Texas 75094.

Company Name: Wylie Auto Towing, Inc.

Mailing Address: 1352 W FM 6

City: Nevada State: TX Zip: 75173

Phone: (972) 442-9940 Fax: (972) 843-2016

Representative(s) Name & Title: Joe Bellows, President/CEO

Email Address: wylieautotowinginc@yahoo.com

Tax ID No (REQUIRED): 1-06-1682206-9 State of Incorporation: Texas
Type of Organization (Check one): Individual Partnership
X Corporation Other

Type of Business (Check one): Manufacturer Wholesaler
Retailer "Broker"
Distributor
X Service Organization Other 0

Name on Check: Wylie Auto Towing, Inc.

Remittance Address: 1352 W FM 6
City: Nevada State: TX Zip: 75173

Name & Title of Person(s) Authorized to Sign Bids, Proposals and/or Contracts:

Joe Bellows, President/CEO

Small Business

- Less than 50 employees
51-99 employees
Less than \$1 million annual gross receipts
\$1-3 million annual gross receipts Disadvantaged Business

Disadvantaged Business

- (At Least 51% Ownership)
Black American Women
Hispanic American Other
Asian Pacific American
Native American

Goods and/or services for which Bidding Opportunities are requested:

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature: [Handwritten Signature]
Print Name & Title of Signatory:

Date: 1-10-13
Joe Bellows, President/CEO

CITY OF MURPHY USE ONLY

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above WYLIE AUTO TOWING, INC	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 1352 W FM 6	Requester's name and address (optional)
	City, state, and ZIP code NEVADA, TX 75173	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"> </td> </tr> </table>										
Employer identification number										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;">6</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">6</td> <td style="width: 10%; text-align: center;">8</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;">6</td> </tr> </table>	0	6	-	1	6	8	2	2	0	6
0	6	-	1	6	8	2	2	0	6	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Joe Belter* Date ▶ **1-10-13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

WYLIE TOWING

BIG BASS

Evaluation Criteria Sheet	X	Evaluation Criteria Sheet	X
Bid Endorsement	X	Bid Endorsement	X
Bid Pricing Sheet	X	Bid Pricing Sheet	X
Fuel Surcharge	X	Fuel Surcharge	X
Signed Insurance Requirement Affidavit	X	Signed Insurance Requirement Affidavit	X
Affidavit of No Prohibited Interest	X	Affidavit of No Prohibited Interest	X
Bidder Qualification Statement	X	Bidder Qualification Statement	X
References	X	References	X
Supplemental Information	X	Supplemental Information	X
Vendor Registration Form	X	Vendor Registration Form	X
W9	X	W9	X

WYLIE TOWING

BIG BASS

Light Duty Wrecker	\$ 75.00		Light Duty Wrecker	\$ 75.00
Light Duty Recovery	\$ 75.00		Light Duty Recovery	\$ 75.00 hrly
Flatbed Wrecker	\$ 75.00		Flatbed Wrecker	\$ 75.00
Dollies-Flat Rate	\$ 25.00		Dollies-Flat Rate	\$ 25.00
Use/Clean Ab.Mat	\$ 30.00		Use/Clean Ab.Mat	\$ 25.00
Storage Fee Per Day	\$ 20.00		Storage Fee Per Day	\$ 20.00
Storage Over 25'	\$ 35.00		Storage Over 25'	\$ 35.00
Impound Fee	\$ 20.00		Impound Fee	\$ 20.00
Letter of Notificat.	\$ 50.00		Letter of Notificat.	\$ 50.00
Med.Duty- hrly	\$ 125.00		Med.Duty- hrly	\$ 125.00
Cargo Clean Up-hrly	\$ 100.00		Cargo Clean Up-hrly	\$ 100.00
Heavy Duty- hrly	\$ 250.00		Heavy Duty- hrly	\$ 250.00
Heavy Recovery-hrly	\$ 250.00		Heavy Recovery-hrly	\$ 250.00
Motorcycles-flat	\$ 95.00		Motorcycles-flat	\$ 95.00
Lock Outs-flat	\$ 95.00		Lock Outs-flat	\$ 95.00
Trailers-flat	\$ 75.00 It only		Trailers-flat	\$ 75.00 It only
Mileage Fee	\$ 3.00 per mile		Mileage Fee	\$ 3.00 per mile
Incident Mgmt.Fee	\$ 200.00 per hr		Incident Mgmt.Fee	\$ 200.00 per hr
Fuel Surcharge-Diesel			Fuel Surcharge-Diesel	
\$ 3.50 – 3.99 per gal	\$ 5.00		\$ 3.50 – 3.99 per gal	\$ 5.00
\$ 4.00 – 4.49 per gal	\$ 10.00		\$ 4.00 – 4.49 per gal	\$ 10.00
\$ 4.50 – 4.99 per gal	\$ 15.00		\$ 4.50 – 4.99 per gal	\$ 15.00
\$ 5.00 and above	\$ 20.00		\$ 5.00 and above	\$ 20.00
* Mileage to Murphy	12.98 miles		Mileage to Murphy	8.25 miles
*As determined by Map Quest 1/12/13				

**City Council Meeting
February 19, 2013**

Issue

Consider and take action, if any, on accepting the resignation of Mayor Bret Baldwin effective after his successor qualifies as a result of the May 11, 2013 election.

Background

Mayor Baldwin submitted his letter of resignation on Thursday, February 14, 2013.

Financial Considerations

No financial impact.

Board/Staff Recommendation

Staff recommends approval.

Attachments

- 1) Baldwin Resignation Letter

Kristi Gilbert, City Secretary
Submitted By

City Manager Approval



From the Desk of
Bret Baldwin, PhD
Mayor

February 14, 2013

02-14-13 A08:56 RCVD

res

Dear City Council,

I am writing this to inform you that I have decided to step down from my position as Mayor, although I will continue to serve until the upcoming elections are final in May. I have greatly enjoyed this opportunity and I thank the residents of Murphy for allowing me to serve in this capacity for eight years.

I appreciate the support I have received throughout my time of service and I have enjoyed working with you to bring about many important changes. I feel comfortable stepping down at this time, because our City is in great shape financially and otherwise. We have a great staff and good people at all levels of leadership who are working together to make this the great City it is.

As you know, the new job I took in September has made it difficult for me to fulfill the responsibilities of my position to the level I would like. I do not have the flexibility in my schedule and the demands of my current job are greater than before. I have been unable to balance the demands of these responsibilities in a manner that allows me the time I want to spend with my family.

I have chosen to step down at this time to allow my position to be filled within the regular election cycle in May. This will prevent the City from incurring the costs of a special election and make the transition as smooth as possible.

Again, I am very grateful for the opportunity I have had to work with so many talented and dedicated people and serve the residents of the City of Murphy. I wish you all the best, and I am confident you will continue to lead our great city forward. May God continue to bless you in your efforts!

Respectfully,

Mayor Bret Baldwin

City Council Meeting
February 19, 2013

Issue

Consider and take action, if any, on approving an Ordinance ordering a Special Election to be held on May 11, 2013, for the purpose of electing the position of Mayor to fill a one-year, unexpired term of office.

Background

Mayor Baldwin submitted his resignation on Thursday, February 14, 2013. A special election to fill his one year, unexpired term must be called within 120 days of the vacancy.

City of Murphy Charter, Section 3.01(4) - If there is a vacancy in the office of Mayor, a new Mayor shall be elected by special election within one hundred twenty (120) days after such vacancy occurs, in accordance with the Texas Constitution and the Texas Election Code.

City of Murphy Charter, Section 3.01(6) - Vacancies filled by special election shall be for the remainder of the term that was vacated.

Financial Considerations

If the special election is ordered on May 11, 2013, the same day as the general election, there will not be any additional costs incurred other than those for the general election.

Board/Staff Recommendation

Staff recommends approval.

Attachments

- 1) Proposed Ordinance

Kristi Gilbert, City Secretary
Submitted By

City Manager Approval

ORDINANCE NO. 13-02-XXX
CITY OF MURPHY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON THE ELEVENTH OF MAY, 2013 FOR THE PURPOSE OF ELECTING THE MAYOR TO A ONE YEAR, UNEXPIRED TERM OF OFFICE; PROVIDING FOR THE ELECTION OF THE MAYOR; DESIGNATING THE PLACE AND MANNER OF HOLDING SAID ELECTION; DESIGNATING THE EARLY VOTING POLLING PLACE; DESIGNATING THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Texas Election Code establishes May 11, 2013, as the uniform election date for the City of Murphy special election; and

WHEREAS, the Section 3.06(4) of the Home-Rule Charter provides that, if there is a vacancy in the office of the Mayor, a new Mayor shall be elected by special election within one hundred and twenty days after the vacancy occurs; and,

WHEREAS, Mayor Bret Baldwin submitted his letter of resignation in accordance with Section 201.001 of the Election Code on February 14, 2013, effective after his successor qualifies following the May 11, 2013 election; and,

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Section 551.043 of the Texas Government Code.

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

Section 1. Election Order; Election Date. That a Special Election of the City of Murphy, prescribed by City of Murphy Home-Rule Charter shall be held between the hours of seven o'clock a.m. (7:00 a.m.) and seven o'clock p.m. (7:00 p.m.) on the 11th day of May, 2013.

Section 2. Purpose of Election. For the purpose of a Special Election for Mayor for a one year, unexpired term. The candidate for each such office receiving a majority of all votes cast for the office shall be elected to serve such term.

Section 3. Candidate Filing Deadline. That candidates for Mayor may file for a place on the ballot beginning immediately upon adoption of this order and continue through March 11, 2013 between the hours of 8 a.m. to 5 p.m., Monday through Friday, in accordance with Section 201.054(a) of the Election Code.

Section 4. Voting System. That voting on the date of the Special Election, and early voting therefore, shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the Election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote for the position of Mayor. Said ballots shall have printed therein such provisions, markings, and language as may be required by law and the Candidates shall be set forth on said ballots, except that the ballot for the Special Election may be combined with the ballot for the General Election (in accordance with the General Election Order adopted as Ordinance 13-02-944), in substantially the following form and language:

**“GENERAL AND SPECIAL ELECTION
City of Murphy, Texas
May 11, 2013**

OFFICIAL BALLOT

Council Member, Place 1
Council Member, Place 2
Council Member, Place 4
Council Member, Place 6
Mayor, one-year, unexpired term”

Section 5. Election Precincts; Polling Places. That the City hereby designates the Election Day polling location for the voters in four (4) Collin County Election Precincts located wholly or partially within the City of Murphy (Precinct Numbers 25, 144, 153 and 166). The Election Day polling place for Precinct Numbers 25 and 166 shall be the Murphy Municipal Complex, 206 North Murphy Road, Murphy, Texas 75094. The Election Day polling place for Precinct Numbers 144 and 153 shall be Miller Elementary School, 5651 Coventry Drive, Richardson, Texas 75082. The Election Day election officials shall be named by the Collin County Elections Administrator.

Section 6. Early Voting; Early Voting Polling Place. The special election shall be conducted by Collin County pursuant to a contract for election services between the City of Murphy and Collin County, and Collin County election officials shall serve as officials for said election.

Collin County Election Administrator Sharon Rowe, Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069, is hereby appointed as the Early Voting Clerk, and Kristi Gilbert, City Secretary for the City of Murphy, is hereby appointed as Deputy Early Voting Clerk.

The early voting locations by personal appearance for the election are attached as *Exhibit “A”*. Early voting shall take place during the following dates and times:

April 29 – May 1,	8:00 a.m. – 5:00 p.m.;
May 2,	8:00 a.m. – 7:00 p.m.;
May 3 and May 4 (Saturday),	8:00 a.m. – 5:00 p.m.; and
May 6 and May 7,	7:00 a.m. – 7:00 p.m.

Section 7. Election Compliance. This special election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all City elections, the Mayor, City Secretary or City Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this Ordinance.

Section 8. Voting Qualification; Voting Materials. All registered, qualified voters of the City shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended, shall be printed in English and Spanish for use at the polling places and for early voting for the Election.

Section 9. Compensation for Services. The Presiding Judge of the regular election shall be paid the sum of \$12.00 per hour for services provided in conducting the election. The Alternate Judge and each election clerk of the regular election shall be paid the sum of \$10.00 per hour for services provided in conducting the election. Additionally, the Presiding Judge shall be paid \$25.00 for the delivery of the election supplies and results after the polls close.

Section 10. Election Returns. The Collin County Election Administrator shall deliver election returns to the City Secretary. The ballot boxes will be retained by the Collin County Election Administrator and will be available for inspection by the City Council in compliance with the applicable laws of the State of Texas; and the ballots that are properly marked in conformance with the provisions of the Texas Election Code, as amended, for votes cast both during the period of early voting and on the day of the Election shall be counted in the manner required by law.

Section 11. Notice. The Mayor and City Secretary are hereby directed to give notice of the special election by:

- (a) Publishing the notice of the special election at least once, not more than thirty (30) days nor less than ten (10) days before the election in at least the official newspaper and the official City website;
- (b) Filing with the City Secretary, a copy of the notice of the special election; and
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the City Council at least twenty-one (21) days before the Election.

The Mayor or City Secretary shall file with the City Secretary a copy of the Publisher's Affidavit, which complies with the Texas Election Code, as amended, that the notice was published, with the name of the newspaper and the dates of publication.

Section 12. Run-Off Election. If a run-off election becomes necessary, the Collin County Election Administrator's office will conduct the run-off election. In the event any candidate for any one of said offices fails to receive a majority of all votes cast for such office, a run-off election is hereby ordered to be held on June 15, 2013, as provided for by the Charter of the City and the Texas Election Code.

Section 13. Severability Clause. If any word, section, article, phrase, paragraph, sentence, clause, or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force and effect.

Section 14. Effective Date. This Ordinance shall take effect from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Murphy, Texas on this the 19th day of February, 2013.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

Exhibit A
Early Voting Locations

Murphy Municipal Complex
206 N. Murphy Road
Murphy, Texas 75094

Collin County Elections Administration Office
2010 Redbud Blvd., Suite 102
McKinney, Texas 75069

Any other location designated by the Collin County Elections Administration Office through an Interlocal Agreement for Election Services.

City Council Meeting
February 19, 2013

Issue

Consider and take action, if any, on accepting the resignation of John Daugherty, Council Member Place 3 effective after his successor qualifies as a result of the May 11, 2013 election.

Background

Mayor Pro Tem Daugherty submitted his letter of resignation on Thursday, February 14, 2013.

Financial Considerations

No financial impact.

Board/Staff Recommendation

Staff recommends approval.

Attachments

- 1) Daugherty Resignation Letter

Kristi Gilbert, City Secretary
Submitted By

City Manager Approval



February 14, 2013

Murphy City Council
206 N. Murphy Road
Murphy, TX 75094

02-14-13 P03:48 .RCVD
2:41p via email *KG*

Re: Resignation from City Council

Dear Fellow City Council Members:

As a result of the Mayor's decision today to resign his office, I am hereby resigning my office of City Councilmember, Place 3, effective immediately. I shall be filing the appropriate paperwork in due course to run for the office of Mayor of Murphy. I am resigning today in order for us to consider this item on the next City Council agenda instead of having to call a special meeting.

Per state law, I shall remain in office and discharge my duties as a city councilmember and Mayor Pro Tem until my successor is sworn into office. Please contact me if you have any questions.

Sincerely,

John Daugherty
City Councilmember, Place 3 and Mayor Pro Tem

cc: James Fisher, City Manager
Kristi Gilbert, City Secretary

City Council Meeting
February 19, 2013

Issue

Consider and take action, if any, on approving an Ordinance ordering a Special Election to be held on May 11, 2013, for the purpose of electing the position of Mayor to fill a one-year, unexpired term of office.

Background

Mayor Baldwin submitted his resignation on Thursday, February 14, 2013. A special election to fill his one year, unexpired term must be called within 120 days of the vacancy.

City of Murphy Charter, Section 3.01(4) - If there is a vacancy in the office of Mayor, a new Mayor shall be elected by special election within one hundred twenty (120) days after such vacancy occurs, in accordance with the Texas Constitution and the Texas Election Code.

City of Murphy Charter, Section 3.01(6) - Vacancies filled by special election shall be for the remainder of the term that was vacated.

Financial Considerations

If the special election is ordered on May 11, 2013, the same day as the general election, there will not be any additional costs incurred other than those for the general election.

Board/Staff Recommendation

Staff recommends approval.

Attachments

- 1) Proposed Ordinance

Kristi Gilbert, City Secretary
Submitted By

City Manager Approval

ORDINANCE NO. 13-02-XXX
CITY OF MURPHY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON THE ELEVENTH OF MAY, 2013 FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER TO PLACE 3 FOR A ONE YEAR, UNEXPIRED TERM OF OFFICE; PROVIDING FOR THE ELECTION OF A COUNCIL MEMBER FOR PLACE 3; DESIGNATING THE PLACE AND MANNER OF HOLDING SAID ELECTION; DESIGNATING THE EARLY VOTING POLLING PLACE; DESIGNATING THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Texas Election Code establishes May 11, 2013, as the uniform election date for the City of Murphy special election; and

WHEREAS, the Section 3.06(5) of the Home-Rule Charter provides that, if there is a vacancy in the office of a Council Member, a new Council Member shall be elected by special election within one hundred and twenty days after the vacancy occurs; and,

WHEREAS, Council Member John Daugherty submitted his letter of resignation in accordance with Section 201.001 of the Election Code on February 14, 2013, effective after his successor qualifies following the May 11, 2013 election; and,

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Section 551.043 of the Texas Government Code.

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

Section 1. Election Order; Election Date. That a Special Election of the City of Murphy, prescribed by City of Murphy Home-Rule Charter shall be held between the hours of seven o'clock a.m. (7:00 a.m.) and seven o'clock p.m. (7:00 p.m.) on the 11th day of May, 2013.

Section 2. Purpose of Election. For the purpose of a Special Election for Council Member, Place 3 for a one year, unexpired term. The candidate for each such office receiving a majority of all votes cast for the office shall be elected to serve such term.

Section 3. Candidate Filing Deadline. That candidates for Mayor may file for a place on the ballot beginning immediately upon adoption of this order and continue through March 11, 2013 between the hours of 8 a.m. to 5 p.m., Monday through Friday, in accordance with Section 201.054(a) of the Election Code.

Section 4. Voting System. That voting on the date of the Special Election, and early voting therefore, shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the Election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote for the position of Mayor. Said ballots shall have printed therein such provisions, markings, and language as may be required by law and the Candidates shall be set forth on said ballots, except that the ballot for the Special Election may be combined with the ballot for the General Election (in accordance with the General Election Order adopted as Ordinance 13-02-944), in substantially the following form and language:

**“GENERAL AND SPECIAL ELECTION
City of Murphy, Texas
May 11, 2013**

OFFICIAL BALLOT

Council Member, Place 1

Council Member, Place 2

Council Member, Place 4

Council Member, Place 6

Mayor, one-year, unexpired term

Council Member, Place 3, one-year, unexpired term”

Section 5. Election Precincts; Polling Places. That the City hereby designates the Election Day polling location for the voters in four (4) Collin County Election Precincts located wholly or partially within the City of Murphy (Precinct Numbers 25, 144, 153 and 166). The Election Day polling place for Precinct Numbers 25 and 166 shall be the Murphy Municipal Complex, 206 North Murphy Road, Murphy, Texas 75094. The Election Day polling place for Precinct Numbers 144 and 153 shall be Miller Elementary School, 5651 Coventry Drive, Richardson, Texas 75082. The Election Day election officials shall be named by the Collin County Elections Administrator.

Section 6. Early Voting; Early Voting Polling Place. The special election shall be conducted by Collin County pursuant to a contract for election services between the City of Murphy and Collin County, and Collin County election officials shall serve as officials for said election.

Collin County Election Administrator Sharon Rowe, Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069, is hereby

appointed as the Early Voting Clerk, and Kristi Gilbert, City Secretary for the City of Murphy, is hereby appointed as Deputy Early Voting Clerk.

The early voting locations by personal appearance for the election are attached as *Exhibit "A"*. Early voting shall take place during the following dates and times:

April 29 – May 1,	8:00 a.m. – 5:00 p.m.;
May 2,	8:00 a.m. – 7:00 p.m.;
May 3 and May 4 (Saturday),	8:00 a.m. – 5:00 p.m.; and
May 6 and May 7,	7:00 a.m. – 7:00 p.m.

Section 7. Election Compliance. This special election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all City elections, the Mayor, City Secretary or City Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this Ordinance.

Section 8. Voting Qualification; Voting Materials. All registered, qualified voters of the City shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended, shall be printed in English and Spanish for use at the polling places and for early voting for the Election.

Section 9. Compensation for Services. The Presiding Judge of the regular election shall be paid the sum of \$12.00 per hour for services provided in conducting the election. The Alternate Judge and each election clerk of the regular election shall be paid the sum of \$10.00 per hour for services provided in conducting the election. Additionally, the Presiding Judge shall be paid \$25.00 for the delivery of the election supplies and results after the polls close.

Section 10. Election Returns. The Collin County Election Administrator shall deliver election returns to the City Secretary. The ballot boxes will be retained by the Collin County Election Administrator and will be available for inspection by the City Council in compliance with the applicable laws of the State of Texas; and the ballots that are properly marked in conformance with the provisions of the Texas Election Code, as amended, for votes cast both during the period of early voting and on the day of the Election shall be counted in the manner required by law.

Section 11. Notice. The Mayor and City Secretary are hereby directed to give notice of the special election by:

- (a) Publishing the notice of the special election at least once, not more than thirty (30) days nor less than ten (10) days before the election in at least the official newspaper and the official City website;
- (b) Filing with the City Secretary, a copy of the notice of the special election; and
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the City Council at least twenty-one (21) days before the Election.

The Mayor or City Secretary shall file with the City Secretary a copy of the Publisher's Affidavit, which complies with the Texas Election Code, as amended, that the notice was published, with the name of the newspaper and the dates of publication.

Section 12. Run-Off Election. If a run-off election becomes necessary, the Collin County Election Administrator's office will conduct the run-off election. In the event any candidate for any one of said offices fails to receive a majority of all votes cast for such office, a run-off election is hereby ordered to be held on June 15, 2013, as provided for by the Charter of the City and the Texas Election Code.

Section 13. Severability Clause. If any word, section, article, phrase, paragraph, sentence, clause, or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force and effect.

Section 14. Effective Date. This Ordinance shall take effect from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Murphy, Texas on this the 19th day of February, 2013.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

Exhibit A
Early Voting Locations

Murphy Municipal Complex
206 N. Murphy Road
Murphy, Texas 75094

Collin County Elections Administration Office
2010 Redbud Blvd., Suite 102
McKinney, Texas 75069

Any other location designated by the Collin County Elections Administration Office through an Interlocal Agreement for Election Services.

City Council Meeting
February 19, 2013

Issue

Consider and/or act upon approval of the Joint General Election Contract for Election Services for the May 11, 2013 General Election between the City of Murphy, the Plano Independent School District and the Elections Administrator of Collin County, Texas and the included Joint Election Agreement between the City of Murphy, the Plano Independent School District and the Collin College District and authorize the City Manager to execute the same.

Background

The attached Joint General Election Contract is an agreement with the Plano Independent School District (PISD) to share in the expenses of having the Collin County Elections Administrator coordinate, supervise and conduct the City and the PISD elections. Included as an attachment to the contract is a Joint Election Agreement between the City, PISD and Collin College District to share in the expenses of the joint election between the three entities.

Financial Considerations

The City Secretary's Office has budgeted \$25,000 for election expenses in the FY 2013 Budget. The proposed contract price is \$5,913.38, but that will change depending on how many entities cancel their elections. Staff does not anticipate the contracted amount to exceed \$8,500.

Board/Staff Recommendation

Staff recommends approval.

Attachments

- 1) May 11, 2013 Joint General Election Contract for Election Services
- 2) City of Murphy Precinct Map

Kristi Gilbert, City Secretary
Submitted By

City Manager Approval

May 11, 2013
Joint General & Special Election
Contract for Election Services
City of Murphy/Plano ISD

May 11, 2013 Joint General & Special Election

Table of Contents

I.....Duties and Services of Contracting Officer
 II.....Duties and Services of City and School District
 III.....Cost of Election
 IV.....Joint Election Agreement
 V.....General Provisions

Exhibits

Exhibit A.....Early Voting Schedule and Locations
 Exhibit B.....Election Day Polling Locations
 Exhibit C.....Cost of Services
 Exhibit D.....Joint Election Agreement

THE STATE OF TEXAS
COUNTY OF COLLIN
CITY OF MURPHY -
PLANO ISD

§

CONTRACT FOR
ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF MURPHY, hereinafter referred to as the "CITY," and the BOARD OF TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City and School District's May 11, 2013 Joint General & Special Election and a City Runoff Election, if necessary, on June 15, 2013. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the City and the School District will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer

will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the Ballot Board.

Election judges shall be secured by the Contracting Officer with the approval of the City and the School District.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.

c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.

d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.

c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and tote boxes.

2. Supplies include smart cards, sample ballots, provisional forms, maps, labels, pens, tape, markers, etc.

C. The Contracting Officer, Sharon Rowe, shall be appointed the Early Voting Clerk by the City and the School District.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City and School District's May 11, 2013, Joint General & Special Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City or School District shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day polling places. The City and School District shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the polling locations. The Election Day polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals.

a. The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City and School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City and School District as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 6 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 6 months after the election.
 2. The City and School District can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City or School District does not request the lists, the Contracting Officer shall destroy them.
- f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

II. DUTIES AND SERVICES OF THE CITY AND SCHOOL DISTRICT. The City and School District shall assume the following responsibilities:

A. The City and School District shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The City and School District assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City and School District shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, March 1, 2013.

C. The City and School District shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

- a. The City and School District shall deliver to the Contracting Officer as soon as possible, but no later than 9:00 PM Tuesday, March 5, 2013, the official wording for the City and School District's May 11, 2013, Joint General & Special Election.

b. The City and School District shall approve the "blue line" ballot format prior to the final printing.

D. The City and School District shall post the publication of election notice by the proper methods with the proper media.

E. The City and School District shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.

F. The City and School District shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

G. The City and School District shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 12, 2013. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury
Attn: Pam Dugger
2300 Bloomdale Rd. #3138
McKinney, Texas 75071**

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

H. The City and School District shall pay the cost of conducting said election,
election,
less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

III. COST OF SERVICES. See Exhibit "C."

IV. JOINT ELECTION AGREEMENT. See Exhibit "D".

V. GENERAL PROVISIONS.

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City and School District's May 11, 2013, Joint General & Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City and School District.

C. If the City and/or School District cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 11, 2013, Joint General & Special Election. All actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 11, 2013, Joint General & Special Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2013.

Sharon Rowe
Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2013.

By: _____
James Fisher, City Manager
City of Murphy

Attest: _____
Kristi Gilbert, City Secretary
City of Murphy

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2013.

By: _____
Richard Matkin, Superintendent
Plano Independent School District

Attest: _____
Tammy Richards, President
Plano Independent School District

Exhibit "A"

MAY 11, 2013, JOINT GENERAL & SPECIAL ELECTION**City of Murphy & Plano ISD*****Early Voting Locations and Hours**

Polling Place		Address			City	
Collin County Election Office (Main Early Voting Location)		2010 Redbud Blvd., #102			McKinney	
Murphy Municipal Complex		206 N. Murphy Road			Murphy	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 28</i>	<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>
	8am – 5pm	8am – 5pm	8am – 5pm	8am - 7pm	8am - 5pm	8am - 5pm
<i>May 5</i>	<i>May 6</i>	<i>May 7</i>	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>	<i>May 11</i>
	7am – 7pm	7am – 7pm				7am – 7pm Election Day

* City and School District voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

Exhibit "B"

**MAY 11, 2013
JOINT GENERAL & SPECIAL ELECTION**

Election Day Polling Locations – City of Murphy & PISD

Precincts	Location	Address	City
94, 125, 144, 153	Miller Elementary School	5651 Coventry Drive	Richardson
25, 165, 166, 175,196	Murphy Municipal Complex	206 N. Murphy Road	Murphy

EXHIBIT "D" TO ELECTION CONTRACT

JOINT ELECTION AGREEMENT

between

The City Council of the City of Murphy (the City), the Board of Trustees of the Plano Independent School District (PISD), known as the School, and the Board of Trustees of Collin College District (the College).

BY THE TERMS OF THIS AGREEMENT, the City, the School and the College, do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election and Special Election should it be called, of the City and the General Elections of the School District's to be held on Saturday, May 11, 2013. The entities have contracted with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf.

The City, PISD and the College shall share equally in shared expenses applicable for the early voting location at the Murphy Municipal Complex. All three entities shall share Election Day polling location expenses for Murphy Municipal Complex and Miller Elementary School. Expenses include polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election.

Tabulation and centralized costs shall be shared equally between the number of entities holding an election on May 11, 2013. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the May 11, 2013, Joint General Election and Special Elections of the City and General Elections of the School Districts; they will be liable only for the contract preparation fee of \$75.00.

APPROVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By: _____
James Fisher, City Manager

Attest: _____
Kristi Gilbert, City Secretary

APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By: _____
Richard Matkin, Superintendent

Attest: _____
Tammy Richards, President

APPROVED BY THE TRUSTEES OF THE COLLIN COLLEGE DISTRICT in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By: _____
Dr. Cary Israel, President

Attest: _____
Kim Davison, Asst. Vice President

ESTIMATED COSTS FOR THE CITY OF MURPHY

May 11, 2013

Exhibit "C"

SUPPLY COST

Number of Early Voting Locations		1				
Number of Election Day Locations		2				
		Units	Cost Murphy	Units	Cost Murphy/PISD/CC	
Sample Ballots	\$0.0690 each	250	\$17.25	500	\$34.50	
Early Voting Mail Ballots	\$1.20 each	20	\$24.00	50	\$60.00	
Precinct Ballot Setup	\$10.00 each	1	\$10.00	1	\$10.00	
Precinct Ballots	\$0.1670 each	150	\$25.05	300	\$50.10	
Early voting and election day kits	\$25.00 each	0	\$0.00	2	\$50.00	
Central Counting kit and supplies	\$50.00 each	0	\$0.00	1	\$50.00	
County Precinct Maps	\$12.00 each	0	\$0.00	2	\$24.00	
Printer Labels	\$15.13 each	0	\$0.00	5	\$75.65	
Total			\$76.30		\$354.25	
Number of Entities Sharing Costs			<u>1</u>		<u>3</u>	
SubTotal			\$76.30		\$118.08	
Grand Total	\$194.38					

EQUIPMENT RENTAL COST

Number of Early Voting Locations		1				
Number of Election Day Locations		2				
		Units	Cost Murphy	Units	Cost Murphy/PISD/CC	
Voting Machines	\$150.00 each	0	\$0.00	15	\$2,250.00	
Transfer Cases	\$5.00 each	0	\$0.00	2	\$10.00	
Metal Signs	\$1.00 each	0	\$0.00	6	\$6.00	
Wood Signs	\$2.00 each	0	\$0.00	3	\$6.00	
EV Security Cabinet	\$200.00 each	0	\$0.00	1	\$200.00	
Early Voting Computer Cabinet	\$50.00 each	0	\$0.00	1	\$50.00	
EV/ED Computer	\$300.00 each	0	\$0.00	3	\$900.00	
ED Security Cabinet	\$200.00 each	0	\$0.00	2	\$400.00	
Drayage per Location	\$120.00 each	0	\$0.00	3	\$360.00	
Total			\$0.00		\$4,182.00	
Number of Entities Sharing Costs			<u>1</u>		<u>3</u>	
SubTotal			\$0.00		\$1,394.00	
Grand Total	\$1,394.00					

EARLY VOTING

Number of Early Voting Locations 1
 Workers each location 4

		Units	Cost Murphy	Units	Cost Murphy/PISD/CC
Mailed Ballot Kits	\$1.00 each	20	\$20.00	50	\$50.00
Postage for Ballots	\$0.88 each	10	\$8.80	25	\$22.00
Assemble EV Location	\$50.00 each	0	\$0.00	1	\$50.00
Total Judge Hours	\$12.00 hour	0	\$0.00	64	\$768.00
Overtime Judge Hours	\$18.00 hour	0	\$0.00	24	\$432.00
Total Alt. Judge & Clerk Hours	\$10.00 hour	0	\$0.00	175	\$1,750.00
Overtime Alt. Judge & Clerk Hours	\$15.00 hour	0	\$0.00	45	\$675.00
Pickup & Delivery of Supplies	\$25.00 each	0	\$0.00	1	\$25.00

Total \$28.80 \$3,772.00
 Number of Entities Sharing Costs 1 3

SubTotal \$28.80 \$1,257.33

Grand Total \$1,286.13

ELECTION DAY

Number of Election Day Locations 2
 Workers each location 4

		Units	Cost Murphy	Units	Cost Murphy/PISD/CC
Total Judge Hours	\$12.00 each	0	\$0.00	28	\$336.00
Total Alt. Judge & Clerk Hours	\$10.00 each	0	\$0.00	84	\$840.00
Pickup & Delivery of Supplies	\$25.00 each	0	\$0.00	2	\$50.00

Total \$0.00 \$1,226.00
 Number of Entities Sharing Costs 1 3

SubTotal \$0.00 \$408.67

Grand Total \$408.67

ADMINISTRATIVE EXPENSES

Number of Early Voting Locations 1
 Number of Election Day Locations 1

		Units	Cost Murphy	Units	Cost Murphy/PISD/CC
Manual Recount Deposit	\$60.00 each	0	\$0.00	1	\$60.00
Process Pollworker Checks	\$1.50 each	0	\$0.00	10	\$15.00
Process Election Judge Notices	\$1.50 each	0	\$0.00	6	\$9.00

Total \$0.00 \$84.00
 Number of Entities Sharing Costs 1 3

SubTotal \$0.00 \$28.00

Grand Total \$28.00

TABULATION

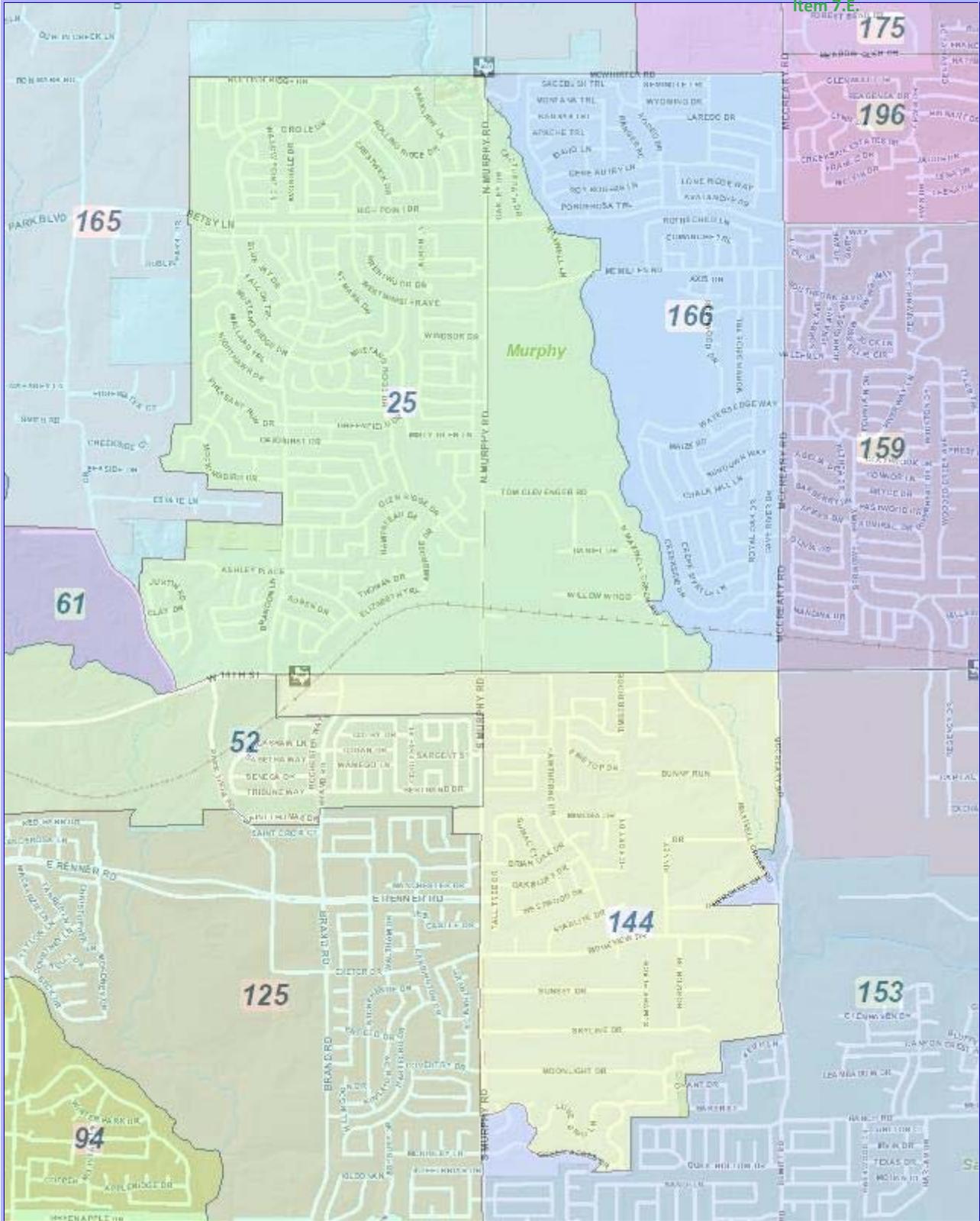
Tabulation Network	\$4,000.00
Programming	\$2,050.00
Spanish Interpreter f/Audio Ballot	\$350.00
Notice of Inspection/Tabulation Test	<u>\$2,800.00</u>
Total	\$9,200.00
Number of Entities	<u>30</u>
Total Per Entity	\$306.67

CENTRALIZED COSTS

Early Voting Ballot Board	\$2,800.00
Cost for Central Count Workers	\$1,000.00
FICA on Election Workers	\$5,000.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (8)	\$1,200.00
Early Voting Personnel in McKinney	\$4,100.00
Early Voting Computer in McKinney	\$300.00
Printer Labels for Early Voting in McKinney	\$75.00
Warehouse Gas Mileage	\$1,000.00
Ballot Style Setup Fee & Delivery	\$400.00
County Overtime and Temporaries	\$20,000.00
FICA & Retirement for County Employees	<u>\$2,750.00</u>
Total	\$38,675.00
Number of Entities	<u>22</u>
Total Per Entity	\$1,757.95
Total for Tabulation & Centralized Costs	\$2,064.62

SUMMARY OF COSTS FOR THE CITY OF MURPHY

SUPPLY COST	\$194.38
EQUIPMENT RENTAL COST	\$1,394.00
EARLY VOTING	\$1,286.13
ELECTION DAY	\$408.67
ADMINISTRATIVE EXPENSES	\$28.00
TABULATION/CENTRALIZED COSTS	<u>\$2,064.62</u>
Total	\$5,375.80
10% Administrative Fee	<u>\$537.58</u>
Total	\$5,913.38
90% Due by 4/12/13	\$5,322.04



Collin Co. Precinct Map
www.collincountytxas.gov



DISCLAIMER
 Source data compiled from Collin County database. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for boundary dispute or locational conflict.

Issue

Discuss and take action, if any, on the review of the Traffic Study conducted on Moonlight Drive.

Background

Over the past several months, several citizens have made comments to Council during the "Citizen Comments" section of the Council Meeting Agenda relative to perceived speeding of vehicles on Moonlight Drive and the need for additional traffic enforcement and traffic calming mechanisms. Citizen complaints also included complaints of volume of traffic coming from other cities utilizing Moonlight as a through street.

The MPD conducted a traffic study utilizing Metro Count equipment, which includes software capable of analyzing the collected data, on Moonlight between January 3 and January 31, 2013. In addition, the MPD, via a group of volunteers of the COP unit, conducted a manual traffic study from November 30, 2012 to December 21, 2012, similar to the study conducted on Hawthorne. A report was prepared and presented to the CM that evaluated the results of that study as well as possible tactics and strategies for obtaining a higher compliance rate based on the assessment of that data. This study was undertaken primarily to provide baseline information to offset, or control for, possible "behavioral" adjustments that might possibly come into play as a result of the physical appearance of cables and "box" equipment being utilized by the Metro Count system.

To summarize, approximately 27,564 vehicles utilized Moonlight between January 4 and February 4, 2013. Of this number, over 69.56% (19,179) were identified as having exceeded the posted speed limit. One vehicle, a truck, hit a speed of 66 mph. Seventy-two vehicles were recorded at greater than 45 mph or 25 mph over the speed limit. 41.8% of the vehicles, 12,748, were going between 25 and 30 mph. The 85th percentile was at 32.2 mph.

Staff met with residents of Moonlight on Monday, February 11, 2013 to review the results of the study. Some suggestions provided by the residents included the installation of a "no right turn" sign posted at the intersection of Grant; relocating the "no thru trucks" sign closer to Grant; and, the possible installation of a "no thru traffic" signs on each end of Moonlight.

Financial Considerations

The MPD would implement the process outlined in the draft Traffic Calming Policy. However, within this policy are several equipment purchase options as well as enforcement options.

The first option is to run a "STEP" (Selective Traffic Enforcement Program) operation on Moonlight. This is a directed patrol and enforcement tactic. It is visible. The costs associated with this option would be the overtime salaries of the officers who work the STEP.

A second option would be the installation pole-mounted, solar-powered, speed indicators in at least two locations on Moonlight; one in both directions. These indicators cost about \$5,000 each. These speed monitors are portable and self-powered. The total cost would be about \$10,000. The monitors would be installed by Public Work employees. The signs could become a

permanent feature on Moonlight or be removed after a period of time. Then, another traffic study would be conducted to determine if the process has had the desired effect.

Third, utilizing the speed trailer, conduct a STEP program in conjunction with the trailer. Again, after this program was in place for say 30 days, another traffic study would be conducted to determine the effectiveness of the program. The speed trailer is operational, but is at “end of life” and will need to be replaced, soon, if this is an option that is selected often. The MPD just spent \$1,000 to get the trailer up and running and with the assistance of Public Works personnel had a new power cord (for charging) fabricated. The replacement cost for a new trailer is about \$10,000. The current trailer has been in the inventory for over 11 years.

However, if the objective is to reduce volume on this street, the above describe options will have only limited impacts in that area.

Staff Recommendation

Staff would recommend acquiring two (2) pole-mounted speed monitors. Once they are mounted and up for at least 30 days, run a STEP program for another two weeks, with at least 24 hours of enforcement time, at times indicated by the traffic study, scheduled. When possible, on-duty personnel would be utilized; however, it may be necessary to schedule off-duty officers for this duty, which will cost money for overtime. At the end of the enforcement action, conduct another study to determine compliance rates. If the compliance rate has not fallen within an acceptable range, consider raising the speed limit or installing speed cushions (a recommendation that will surely be objected to by MFD).

As for volume control, other than creating traffic calming mechanisms that encourage through traffic to seek alternative routes or closing the street, which has its challenges, very little can be done to alter flow artificially.

Motion (if necessary): Move to amend the budget in the amount of \$10,500 so that two (2) pole-mounted, solar-powered, speed indicator signs can be purchased.

Attachments

- 1) Speed Study Report, 01/11/13, Manual Speed Study of Moonlight
- 2) Metro Count Report - Summary
- 3) [Metro Count Report – Raw Data \(Under Separate Cover\)](#)

Chief G. M. Cox

Submitted By

James Fisher, City Manager

Approved by

Murphy Police Department

Speed Study

Moonlight Drive

Scope: The speed study was prompted by citizen comments received during the 11/27/12 Council meeting. The speed study was started on November 30, 2012 and ran through December 21, 2012. The survey was conducted by utilizing Citizen on Patrol personnel who have been trained in the operation of a handheld radar unit. These COPs were posted at various times and on random days during the week. The COPs utilized an unmarked vehicle. Citizens on Moonlight were not advised of this stage of the study due to concerns that driving behavior might be altered had they known the study was being conducted.

Purpose: The purpose of the study was to determine whether a speeding problem existed on this street.

Range: November 30, 2012 to December 21, 2012

Table 1: 12/2/12; 7:45 a.m. to 9:30 a.m. (Sunday)

Vehicles Observed	Number	Percentage
Total < 5 mph over the speed limit	45	66.18
Total \geq 5 < 10 mph over	18	26.47
Total \geq 10 < 15 mph over	5	7.4
Total \geq 15 mph over	0	0
Total number of vehicles	68	100

Table 2: 12/5/12; 11 a.m. to 1 p.m. (Wednesday)

Vehicles Observed	Number	Percentage
Total < 5 mph over the speed limit	58	70.7
Total \geq 5 < 10 mph over	19	23.2
Total \geq 10 < 15 mph over	3	3.7
Total \geq 15 mph over	2 (46,43)	2.4
Total number of vehicles	82	100

Table 3: 12/14/12; 2:10 p.m. to 4:50 p.m. (Friday)

Vehicles Observed	Number	Percentage
Total < 5 mph over the speed limit	116	78.9
Total \geq 5 < 10 mph over	26	17.7
Total \geq 10 < 15 mph over	4	2.7
Total \geq 15 mph over	1 (41)	.68
Total number of vehicles	147	100

Table 4: 12/20/12; 11 a.m. to 1:02 p.m. (Thursday)

Vehicles Observed	Number	Percentage
Total < 5 mph over the speed limit	31	49.2
Total $\geq 5 < 10$ mph over	18	28.6
Total $\geq 10 < 15$ mph over	14	22.2
Total ≥ 15 mph over	0	0
Total number of vehicles	63	100

Table 5: 12/21/12; 1:30 p.m. to 4:45 p.m. (Friday)

Vehicles Observed	Number	Percentage
Total < 5 mph over the speed limit	48	60
Total $\geq 5 < 10$ mph over	21	26.3
Total $\geq 10 < 15$ mph over	9	11.25
Total ≥ 15 mph over	2 (40, 40)	2.5
Total number of vehicles	80	100

The following two tables are included with one caveat; the data was collected without collecting the number of vehicles that were less than 5 mph over the speed limit. Therefore, a total number of vehicles observed during the survey period could not be determined. However, utilizing data collected on other dates, a number was derived and placed in the "total number of vehicles" cell so that percentages could be estimated. How those numbers were estimated is included at the bottom of the respective tables.

Table 6: 11/30/12; 7:45 a.m. to 9:30 a.m. (Friday)

Vehicles Observed	Number	Percentage
*Total < 5 mph over the speed limit	63	68.5
Total $\geq 5 < 10$ mph over	18	19.6
Total $\geq 10 < 15$ mph over	10	10.9
Total ≥ 15 mph over	1 (43)	1.1
*Total number of vehicles	92	100

*estimated by taking 147 (12/14/12)/2.8 to get a per hour rate then multiple times 1.75

Table 7: 12/03/12; 1:55 p.m. to 3 p.m. (Monday)

Vehicles Observed	Number	Percentage
*Total < 5 mph over the speed limit	41	77.3
Total $\geq 5 < 10$ mph over	9	17
Total $\geq 10 < 15$ mph over	1	1.9
Total ≥ 15 mph over	2 (40, 40)	3.8
Total number of vehicles	53	100

*estimated by taking 147/2.8

Table 7: Summary Table (Utilizing on Tables 1 – 5)

Vehicles Observed	Number	Percentage
Total < 5 mph over the speed limit	298	67.7
Total $\geq 5 < 10$ mph over	102	23.2
Total $\geq 10 < 15$ mph over	35	8
Total ≥ 15 mph over	5	1.1
Total number of vehicles	440	100

Accident History:

A search of our records archives system indicates that there have been no reported accidents on Moonlight. The search date range was from June 2006 to current.

Assessment:

Clearly, if one were to focus on just the numbers of vehicles observed speeding, at least 5 or more mph over the posted speed limit, one can deduce that this street has a poor compliance record with over 30% of the vehicles observed going at least 5 mph or more over the posted speed limit.

The compliance rate is well below the 85 percentile. The speed limit for the entire length of Moonlight is 25 mph. By state law, all residential streets are 30 mph unless posted at some lesser speed. The City of Murphy some years ago decided to designate almost all residential streets within Murphy as 25 mph zones.

Moonlight is a straight, two-lane, street. It is constructed of concrete and is curbed. The design of this street invites speeds over the posted speed limit.

The usual practice is to look at the 85 percentile for reasonable speed limits. The survey, at hand, did not attempt to capture exactly what mph that would fall into the 85 percentile, but through extrapolation, one could surmise that the vast majority of the observed vehicles utilizing this road traveled at speeds less than 35 mph.

Assuming the speed limit for this street had been 30 mph utilizing and the “less than 5 mph over the speed limit” standard was the cutoff for compliance purposes, most vehicle speeds would fall in the 85 percentile compliance rate.

By most people’s definition, vehicles traveling at least 15 mph over the posted speed limit in a residential area would be considered aggravated. In this study, just over one-percent (5), 1.136% to be exact, were traveling 15 or more miles per hour over the speed limit. Furthermore, no vehicle was observed going over 46 mph.

What this means is that the speed limit on this street is probably set too low.

Response Plan:

However, assuming raising the speed limit on this street is not feasible, the following plan is recommended:

- Conduct another speed study utilizing the speed measurement and traffic survey equipment in the MPD inventory during January 3 – 31, 2013. This survey was requested in December 2012 by residents of Moonlight, but postponed until January 3, 2013, so we could set up and test our equipment and so that a live survey could be conducted without visible cabling, etc., that might have caused a response from motorists and, thus, changed driving habits.
 - This methodology will allow a more thorough set of analytics to be utilized to evaluate traffic volumes, speeds, direction of peak flows, and of course, speeds traveled, and

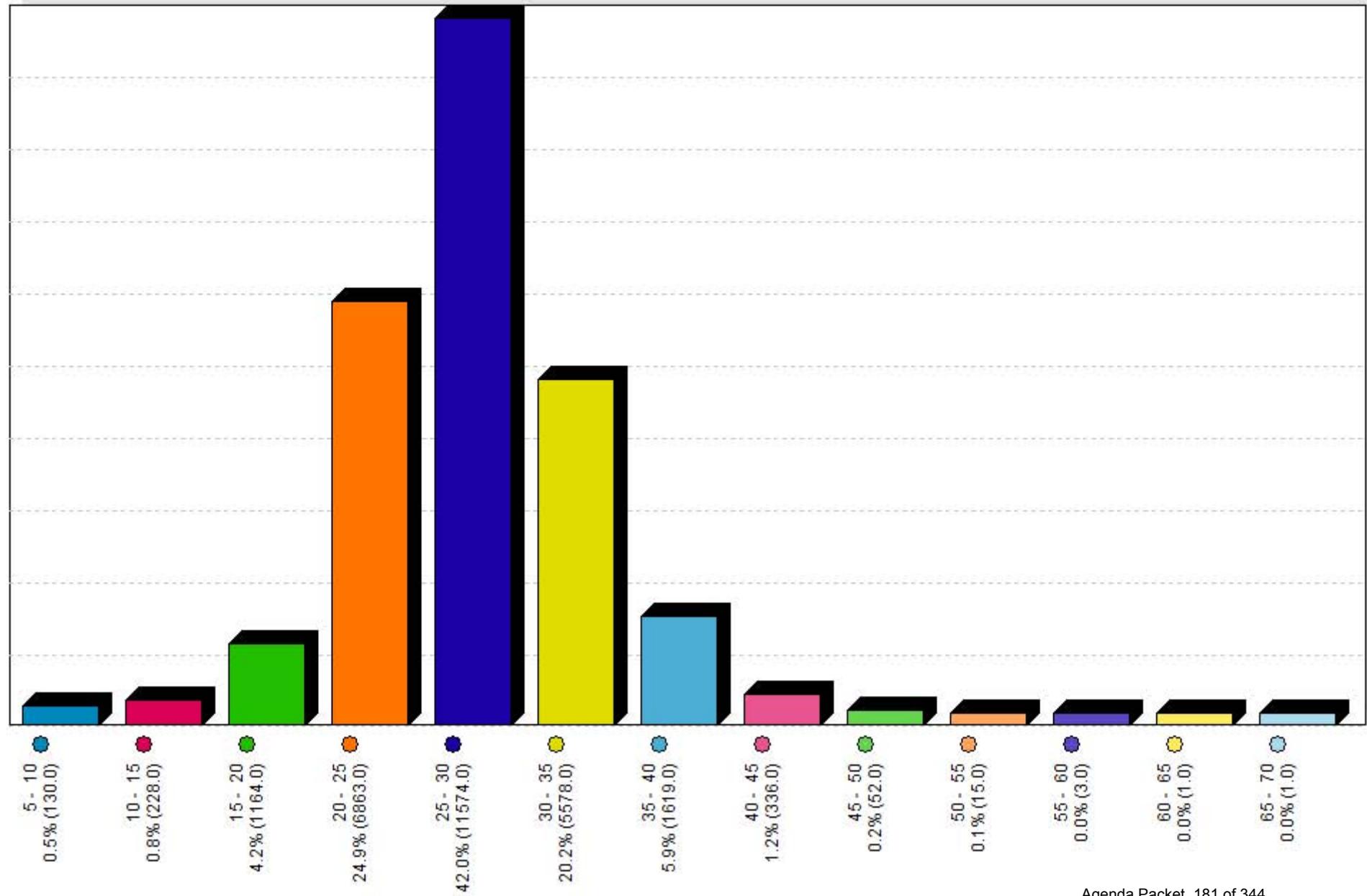
finally, number of axles on vehicles utilizing this street. In short, we can have a great deal of accurate data.

- Depending on the outcome of the second survey, compared to the base line data derived from the most passive system possible (no cabling on the ground – “uh oh, someone is doing something on this street so I better drive right” kind of reaction) initiate a STEP program.
- Initiate a STEP (Selective Traffic Enforcement Program) on this street utilizing several methods for traffic speed enforcement during February 2013:
 - At times noted by the traffic survey equipment as the highest volume violations
 - Utilizing an unmarked police car with a sworn officer operating the radar instrument utilized for traffic speed measurement only.
 - A marked unit, or units, will be deployed as contact vehicles and to issue traffic citations, if determined appropriate.
 - This will be a strict enforcement period (few warnings issued within the range of discretion of the officers).
- Conduct another speed study utilizing the speed measurement and traffic survey equipment in the MPD inventory during March or April 2013.
- The goal of speed limits is voluntary compliance with them, not the issuance of traffic violations for exceeding them. In Texas, posted speed limits are considered prima facie evidence of having driven faster than conditions, then existing, would recommend. This standard is subject to both review and rebuttal by citizens and their attorneys. In fact, in Texas, a motorist can be cited for going slower than the posted speed limit or any speed if the roadway is not appropriately marked, if the conditions, then existing, would lead a reasonable and prudent person to believe that the speed being traveled is unsafe.
- Utilizing officers to enforce speed limits is a routine practice and has some success depending upon the circumstances present where their use is regular and the speed limits are “self-evident.” Most drivers, even without a posted speed limit, will operate their vehicles at a speed that is safe for the road and conditions (this happens all the time and is controlled by those variables associated with the road itself, scenery and the driver).
- They are least effective on streets where the speed limit is arbitrarily low or the street has a high rate of “visitor” drivers (meaning they do not drive in the area often).
- One alternative that has proven effective, in other jurisdictions, is the installation of pole-mounted speed indicators. These type speed monitors have been requested in the proposed budget several times, but never actually approved for purchase. It would be highly recommended that the city purchase at least two, solar powered monitors, at about \$5,000 each. These signs are portable (can be put up and taken down and moved around the city as needed).

Survey Results and Plan written by Chief G. M. Cox, Ph.D.
011113

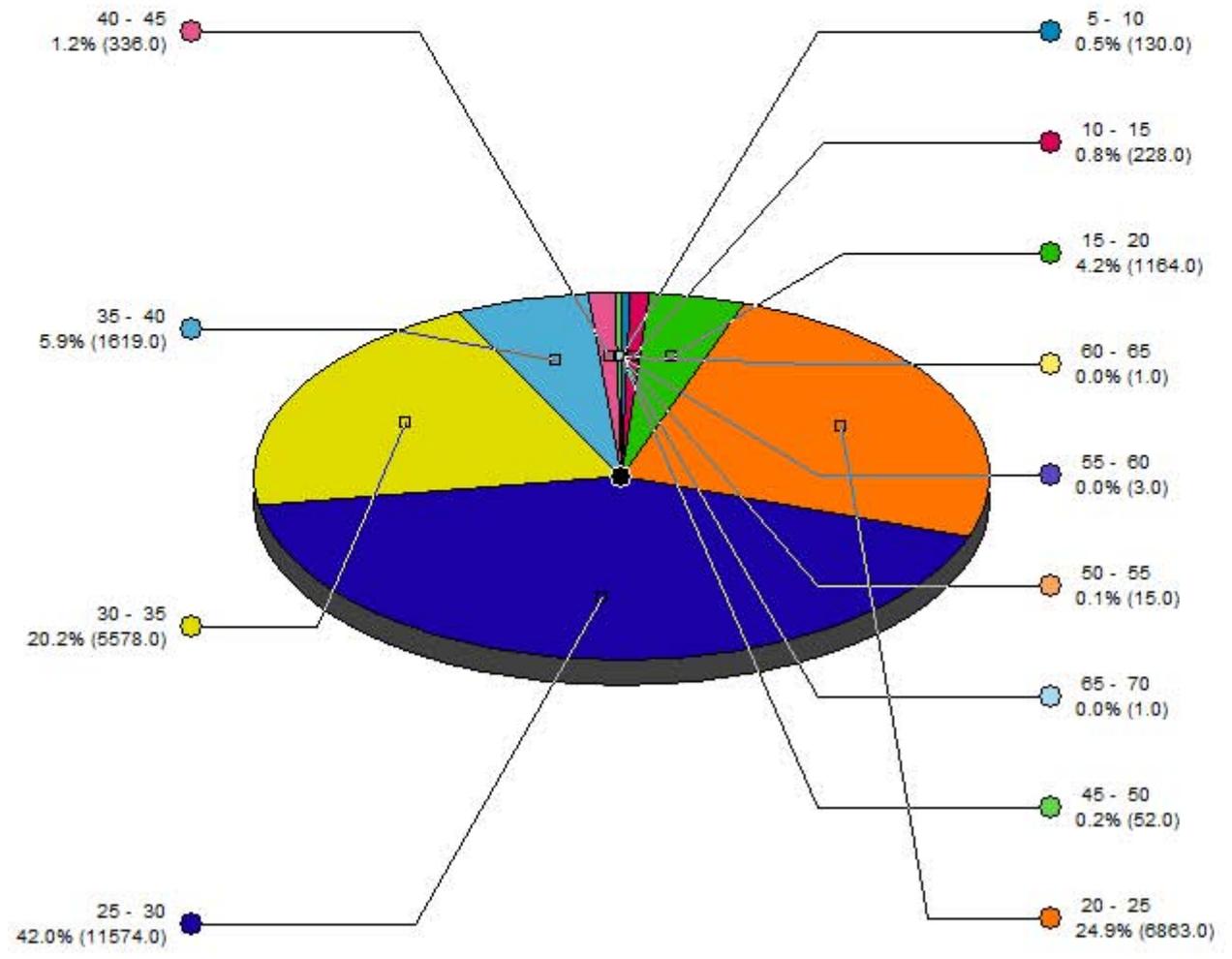
Speed Bin Chart

SpeedBin-35 (Non metric) Site: Moonlight Dr..0.0E
Description: Moonlight Drive Traffic Study
Filter time: 7:00 Friday, January 04, 2013 => 23:00 Monday, February 04, 2013
Filter: Cls(1 2 3 4 5 6 7 8 9 10 11 12 13) Dir(EW) Sp(5,100) Headway(>0)
Scheme: Vehicle classification (Scheme F2)
Total=27564



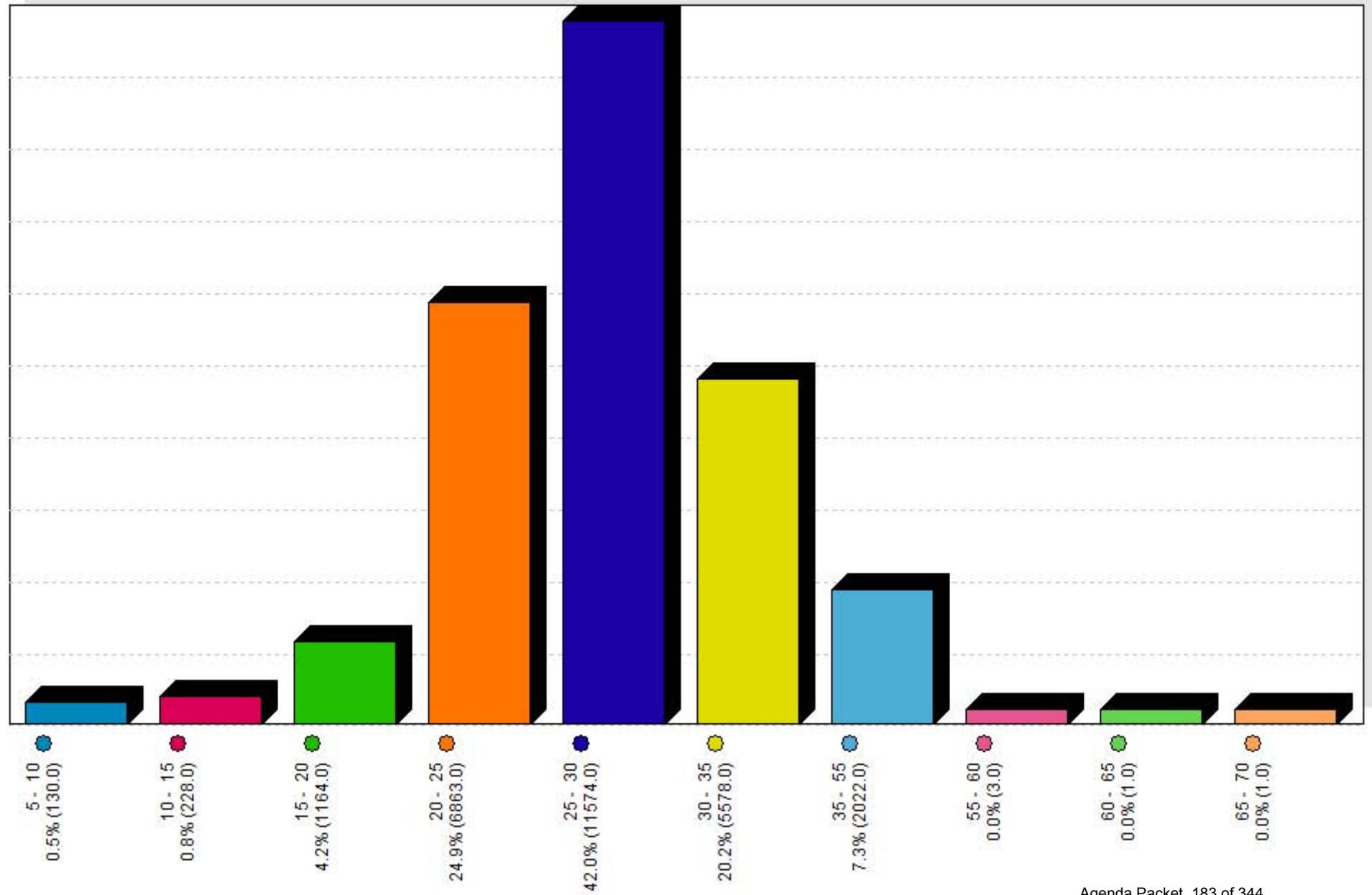
Speed Bin Chart

SpeedBin-35 (Non metric) Site: Moonlight Dr..0.0E
Description: Moonlight Drive Traffic Study
Filter time: 7:00 Friday, January 04, 2013 => 23:00 Monday, February 04, 2013
Filter: Cls(1 2 3 4 5 6 7 8 9 10 11 12 13) Dir(EW) Sp(5,100) Headway(>0)
Scheme: Vehicle classification (Scheme F2)
Total=27564



Speed Bin Chart

SpeedBin-30 (Non metric) Site: Moonlight Dr..0.0E
Description: Moonlight Drive Traffic Study
Filter time: 7:00 Friday, January 04, 2013 => 23:00 Monday, February 04, 2013
Filter: Cls(1 2 3 4 5 6 7 8 9 10 11 12 13) Dir(EW) Sp(5,100) Headway(>0)
Scheme: Vehicle classification (Scheme F2)
Total=27564





85th Percentile Speed Statistics

SpeedStat-33 -- English (ENU)

Datasets:

Site: [Moonlight Dr.] Moonlight Drive Traffic Study
Direction: 2 - East bound, A hit first. Lane: 0
Survey Duration: 7:29 Thursday, January 03, 2013 => 9:21 Thursday, February 07, 2013
Zone:
File: Moonlight Dr.07Feb2013.EC0 (Plus)
Identifier: W712EHD6 MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default (v3.21 - 15322)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 7:00 Friday, January 04, 2013 => 23:00 Monday, February 04, 2013
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 5 - 100 mph.
Direction: East, West (bound)
Separation: All - (Headway)
Name: Default Profile
Scheme: Vehicle classification (Scheme F2)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 27564 / 30491 (90.40%)

Speed Statistics

SpeedStat-33

Site: Moonlight Dr..0.0E
Description: Moonlight Drive Traffic Study
Filter time: 7:00 Friday, January 04, 2013 => 23:00 Monday, February 04, 2013
Scheme: Vehicle classification (Scheme F2)
Filter: Cls(1 2 3 4 5 6 7 8 9 10 11 12 13) Dir(EW) Sp(5,100) Headway(>0)

Vehicles = 27564

Posted speed limit = 25 mph, Exceeding = 19179 (69.58%), Mean Exceeding = 29.86 mph

Limit 1 (25 * 100%) + 10 = 35 mph, Exceeding = 2027 (7.35%)

Maximum = 66.8 mph, Minimum = 5.1 mph, Mean = 27.5 mph

85% Speed = 32.2 mph, 95% Speed = 36.2 mph, Median = 27.1 mph

10 mph Pace = 22 - 32, Number in Pace = 20103 (72.93%)

Variance = 26.92, Standard Deviation = 5.19 mph

Speed Bins (Partial days)

Speed	Bin	Below	Above	Energy	vMult	n * vMult
0 - 5	0 0.0%	0 0.0%	27564 100.0%	0.00	0.00	0.00
5 - 10	130 0.5%	130 0.5%	27434 99.5%	0.00	0.00	0.00
10 - 15	228 0.8%	358 1.3%	27206 98.7%	0.00	0.00	0.00
15 - 20	1164 4.2%	1522 5.5%	26042 94.5%	0.00	0.00	0.00
20 - 25	6863 24.9%	8385 30.4%	19179 69.6%	0.00	0.00	0.00
25 - 30	11574 42.0%	19959 72.4%	7605 27.6%	0.00	0.00	0.00
30 - 35	5578 20.2%	25537 92.6%	2027 7.4%	0.00	0.00	0.00
35 - 40	1619 5.9%	27156 98.5%	408 1.5%	0.00	0.00	0.00
40 - 45	336 1.2%	27492 99.7%	72 0.3%	0.00	0.00	0.00
45 - 50	52 0.2%	27544 99.9%	20 0.1%	0.00	0.00	0.00
50 - 55	15 0.1%	27559 100.0%	5 0.0%	0.00	0.00	0.00
55 - 60	3 0.0%	27562 100.0%	2 0.0%	0.00	0.00	0.00
60 - 65	1 0.0%	27563 100.0%	1 0.0%	0.00	0.00	0.00
65 - 70	1 0.0%	27564 100.0%	0 0.0%	0.00	0.00	0.00
70 - 75	0 0.0%	27564 100.0%	0 0.0%	0.00	0.00	0.00
75 - 80	0 0.0%	27564 100.0%	0 0.0%	0.00	0.00	0.00
80 - 85	0 0.0%	27564 100.0%	0 0.0%	0.00	0.00	0.00
85 - 90	0 0.0%	27564 100.0%	0 0.0%	0.00	0.00	0.00
90 - 95	0 0.0%	27564 100.0%	0 0.0%	0.00	0.00	0.00
95 - 100	0 0.0%	27564 100.0%	0 0.0%	0.00	0.00	0.00

Total Speed Rating = 0.00

Total Moving Energy (Estimated) = 0.00

Speed limit fields (Partial days)

Limit	Below	Above
0 | 25 (PSL)	8385 30.4%	19179 69.6%
1 | 35	25537 92.6%	2027 7.4%



Total vehicles by Axle Classification Class Speed Matrix

ClassMatrix-15 -- English (ENU)

Datasets:

Site: [Moonlight Dr.] Moonlight Drive Traffic Study
Direction: 2 - East bound, A hit first. Lane: 0
Survey Duration: 7:29 Thursday, January 03, 2013 => 9:21 Thursday, February 07, 2013
Zone:
File: Moonlight Dr.07Feb2013.EC0 (Plus)
Identifier: W712EHD6 MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default (v3.21 - 15322)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 7:00 Friday, January 04, 2013 => 23:00 Monday, February 04, 2013
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 5 - 100 mph.
Direction: East, West (bound)
Separation: All - (Headway)
Name: Default Profile
Scheme: Vehicle classification (Scheme F2)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 27564 / 30491 (90.40%)

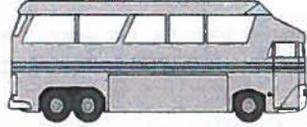
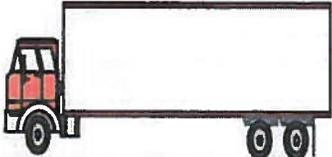
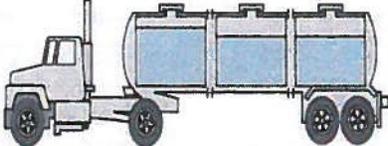
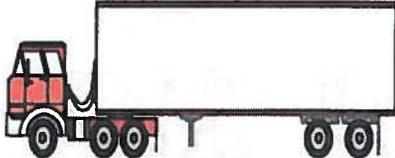
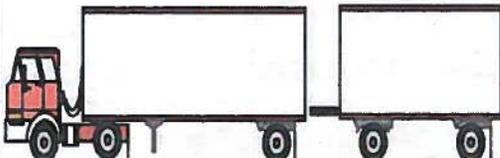
Class Speed Matrix

ClassMatrix-15

Site: Moonlight Dr..0.0E
Description: Moonlight Drive Traffic Study
Filter time: 7:00 Friday, January 04, 2013 => 23:00 Monday, February 04, 2013
Scheme: Vehicle classification (Scheme F2)
Filter: Cls(1 2 3 4 5 6 7 8 9 10 11 12 13) Dir(EW) Sp(5,100) Headway(>0)

<u>Speed (mph)</u>	<u>Class</u>													<u>Speed Totals</u>	
	1	2	3	4	5	6	7	8	9	10	11	12	13		
5 - 10	4	96	20	.	6	4	.	.	.	.	.	.	.	130	0.5%
10 - 15	7	153	42	1	17	6	.	2	.	.	.	.	.	228	0.8%
15 - 20	1	866	246	5	43	.	.	2	1	.	.	.	.	1164	4.2%
20 - 25	14	5061	1447	96	216	6	.	21	2	.	.	.	.	6863	24.9%
25 - 30	18	8519	2622	55	339	6	.	14	.	1	.	.	.	11574	42.0%
30 - 35	12	4007	1388	33	126	.	.	12	.	.	.	.	.	5578	20.2%
35 - 40	2	1052	505	7	50	.	.	3	.	.	.	.	.	1619	5.9%
40 - 45	1	226	92	2	13	.	.	2	.	.	.	.	.	336	1.2%
45 - 50	.	27	19	.	6	.	.	.	.	.	.	.	.	52	0.2%
50 - 55	.	9	4	.	2	.	.	.	.	.	.	.	.	15	0.1%
55 - 60	.	1	2	.	.	.	.	.	.	.	.	.	.	3	0.0%
60 - 65	.	1	.	.	.	.	.	.	.	.	.	.	.	1	0.0%
65 - 70	.	.	1	.	.	.	.	.	.	.	.	.	.	1	0.0%
70 - 75	.	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
75 - 80	.	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
	59	20018	6388	199	818	22	0	56	3	1	0	0	0	27564	
	0.2%	72.6%	23.2%	0.7%	3.0%	0.1%	0.0%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%		
	Class Totals														

FHWA VEHICLE CLASSIFICATIONS

1 Motorcycles	2 Passenger Cars	3 Two Axle, 4 Tire Single Units	4 Buses
			
5 Two Axle, 6 Tire Single Units	6 Three Axle Single Units	7 Four or More Axle Single Units	8 Four or Less Axle Single Trailers
			
9 Five Axle Single Trailers	10 Six or More Axle Single Trailers	11 Five or Less Axle Multi-Trailers	
			
12 Six Axle Multi-Trailers	13 Seven or More Axle Multi-Trailers	<p>**Any vehicles not fitting into the listed classes will be automatically placed into Class Fourteen.</p> <p>**Our MTE software is not "Scheme dependent". MetroCount Class Schemes are user editable and may be refined at any time based upon user needs.</p> <p>**Have a special Class need? Let us know and we'll make a scheme to fit it.</p> <p style="text-align: center;"><i>"MetroCount. The World Counts On Us."</i></p>	
			

Issue

Hold a public hearing and consider and/or act on the application of McBirney-544 Joint Venture, on behalf of the property owner, Mike Horn, to re-plat Lot 2R - Block A – Murphy Village Addition Lots 6, 7 & 8 on property zoned PD (Planned Development) District No. 09-12-823 and No. 09-12-824 for Retail and Office Uses. This property is located at the southeast quadrant of West FM 544 and Brand Road.

Staff Resource/Department

Kristen Roberts, Director of Community and Economic Development

Considerations

1. The purpose of the re-plat for Lot 2R – Block A – Murphy Village Addition is to make one lot into three lots (Lots 6, 7 and 8) fronting FM 544.
2. Following the approval of the proposed re-plat and the approval of the respective engineering construction plans, the following development will begin:
 - a. Lot 6 – Ishine Car Wash
 - b. Lot 7 – Braum’s
 - c. Lot 8 – tenant to be determined
3. A public hearing notification for this proposed re-plat was published in the newspaper as well as notification being mailed to the property owners included in the required 200 feet notification radius. No responses have been received to date.

Board Discussion/Action

On January 28, 2013 the Planning & Zoning Commission unanimously approved the replat.

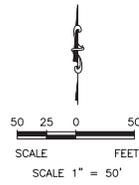
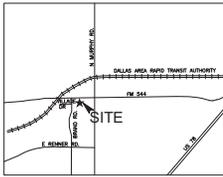
Staff Recommendation

Motion to approve the re-plat as submitted.

Attachments

Re-plat

Location Map



LIGHT INDUSTRIAL
JOSH M. TURNER
5.443 ACRES
VOL. 4154, PAGE 2488

RETAIL
ALBERT C. TAFELSKI
4.9483 ACRES
VOL. 36, PAGE 88975

LIGHT INDUSTRIAL
RIO DINERO LTD
6.67 ACRES
VOL. 36, PAGE 70254

WEST F. M. 544
(VARIABLE WIDTH R.O.W.)

STATE OF TEXAS,
COUNTY OF COLLIN.

BEING a tract of land situated in the J. Maxwell Survey, Abstract No. 580, City of Murphy, Collin County, Texas, and being part of Lot 2R called 4.252 acre tract described in a deed to McKinney-544 Joint Venture, recorded in Document number 2013-1, Deed records of Collin County, Texas and being more particularly described by metes and bounds as follows:

- BEGINNING at the 1/2 inch iron found at the corner of the Northwest corner of this tract, and also being northeast of Lot 3, Western Bank and Trust recorded in Document number 2001-0069379 Deed recorded of Collin County, Texas
- THENCE N 89°37'34"E, along the south R.O.W. of F.M. 544 (variable width R.O.W.), a distance of 184.62 feet to a 1/2 inch iron found;
- THENCE N 89°53'46"E, along the south R.O.W. of F.M. 544 (variable width R.O.W.), a distance of 542.04 feet to a "X" cut for a corner;
- THENCE S 00°12'42"E, a distance of 255.00 feet to a "X" cut for a corner;
- THENCE S 89°53'46"W, a distance of 460.60 feet to a 5/8 inch iron found with yellow PSA cap for a corner;
- THENCE S 89°49'22"W, a distance of 110.87 feet to a 5/8 inch iron found with yellow PSA cap for a corner;
- THENCE S 89°37'34"W, a distance of 154.47 feet to a 5/8 inch iron found with yellow PSA cap for a corner;
- THENCE N 00°22'28"W, a distance of 255.00 feet to POINT OF BEGINNING and containing 185,210 square feet or 4.252 acres of land, more or less.

LEGEND
IRS IRF ESMT
IRON ROD SET (WITH PSA CAP)
IRON ROD FOUND
EASEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That _____ and _____ acting herein by and through their duly authorized officers, does hereby adopt this plat designating the herein above described property as Lot 6, 7, and 8 Block "A" of MURPHY VILLAGE Addition, an addition to the City of Murphy, Texas, and does hereby dedicate, in a fee simple, to the public use forever, the streets, rights-of-way and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Murphy. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Murphy's use thereof. The City of Murphy and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger, interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Murphy and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of at any time procuring permission from anyone.

KNOW ALL MEN BY THESE PRESENTS:

That I, Pansak Srihen, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Murphy.

Pansak Srihen
Registered Professional Land Surveyor No. 3576

REPLAT OF A FINAL PLAT
Approved by the City of Murphy for filing at the office of the County Clerk of Collin County, Texas

RECOMMENDED BY: Planning and Zoning Commission
City of Murphy, Texas

Signature of Chairperson _____ Date of Recommendation _____

APPROVED BY: City Council
City of Murphy, Texas

Signature of Mayor _____ Date of Approval _____

ATTEST: City Secretary _____ Date _____

FIRE LANES:

"That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface in accordance with the City of Murphy's paving standards for fire lanes, and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking or Standing." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use."

ACCESS EASEMENTS:

"The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the purpose of department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Murphy, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises."

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Murphy, Texas.

WITNESS, my hand, this _____ day of _____, 2013.

By: _____

WITNESS, my hand, this _____ day of _____, 2013.

By: _____

STATE OF TEXAS,
COUNTY OF COLLIN.

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ Owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given upon my hand and seal of office, this _____ day of _____, 2013.

Notary Public in and for the State of Texas

My Commission Expires on _____

STATE OF TEXAS,
COUNTY OF COLLIN.

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ Owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given upon my hand and seal of office, this _____ day of _____, 2013.

Notary Public in and for the State of Texas

My Commission Expires on _____

NOTES:

- 1 Basis of Bearings: All bearings are on the Texas State Plane Coordinate System NAD 83 (1983AD) derived from the monuments as found along the South Right Of Way of F.M. 544 on North line Murphy Village Addition. The monuments for reference: a.) 1/2" IRF on northwest corner of Lot 3, Block A, Western Bank & Trust Doc. number 2001-0069379, M.R.C.C.T. b.) "X" cut found on northeast corner Lot 6, Block A, McKinney-544 Joint Venture, Murphy Village Addition c.) 1/2" IRF on northeast corner Lot 1, Block B, McKinney-544 Joint Venture, Murphy Village Addition, Doc. number 2003-0207485, M.R.C.C.T.
- 2. Selling a portion of this addition by metes and bounds is a violation of City ordinance and State-law, and is subject to fines and withholding of utilities and building permits.
- 3. Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Collin County, Texas. Map No. 48885C0415J, Panel 415 of 600, effective date: June 2, 2009. All of the subject property is not shown to be located in the flood plain area.

LINE TABLE

LINE	LENGTH	BEARING
L1	17.50'	N89°53'46"E
L2	17.50'	N89°53'46"E

CURVE TABLE

CURVE	DELTA	RADIUS	T	L	CH	CHD
C1	90°08'14"	20.00	20.04	31.45	N44°56'53"E	28.31
C2	89°59'59"	20.00	20.00	31.42	S45°05'14"E	28.28
C3	16°30'38"	44.00	6.38	12.68	N81°51'15"W	12.64
C4	16°24'04"	20.00	2.88	5.73	N81°47'58"W	5.71
C5	89°37'34"	20.00	19.87	31.29	S48°11'13"E	28.19
C6	89°37'34"	45.00	44.71	70.39	S48°11'13"E	63.43
C7	120°22'26"	20.00	34.90	42.02	S29°48'47"W	34.71
C8	59°37'34"	20.00	11.46	20.81	S67°11'13"E	19.89
C9	30°00'00"	45.00	12.06	23.56	S18°22'28"E	23.29
C10	30°00'00"	25.00	6.70	13.09	S18°22'28"E	12.94
C11	24°41'09"	45.00	9.85	19.39	S11°58'08"W	19.24
C12	30°00'00"	20.00	5.36	10.47	S14°37'34"W	10.35
C13	87°43'37"	20.00	19.22	30.62	S18°53'03"E	27.72
C14	47°12'29"	20.00	8.77	16.53	S53°18'18"W	16.06

REPLAT OF A FINAL PLAT
MURPHY VILLAGE ADDITION
LOT 6, 7, AND 8, BLOCK "A"
4.252 ACRES TRACT

BEING A REPLAT OF BLOCK A, LOT 2R- MURPHY VILLAGE ADDITION AN ADDITION TO THE CITY OF MURPHY, TEXAS AS RECORDED IN DOCUMENT NUMBER 2013-1 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS

SITUATED IN THE
JAMES MAXWELL SURVEY, ABSTRACT NO. 580
CITY OF MURPHY, COLLIN COUNTY, TEXAS

JANUARY 9, 2013
VOL. _____ PAGE _____

OWNER:

PREPARED BY:

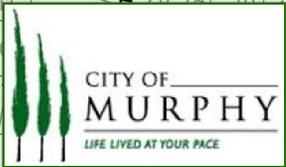


LOT 6, AND 8, BLOCK A
MCKINNEY-544 JOINT VENTURE
6801 GAYLORD PKWY
SUITE 200
FRISCO, TX 75034
(214) 618-9900

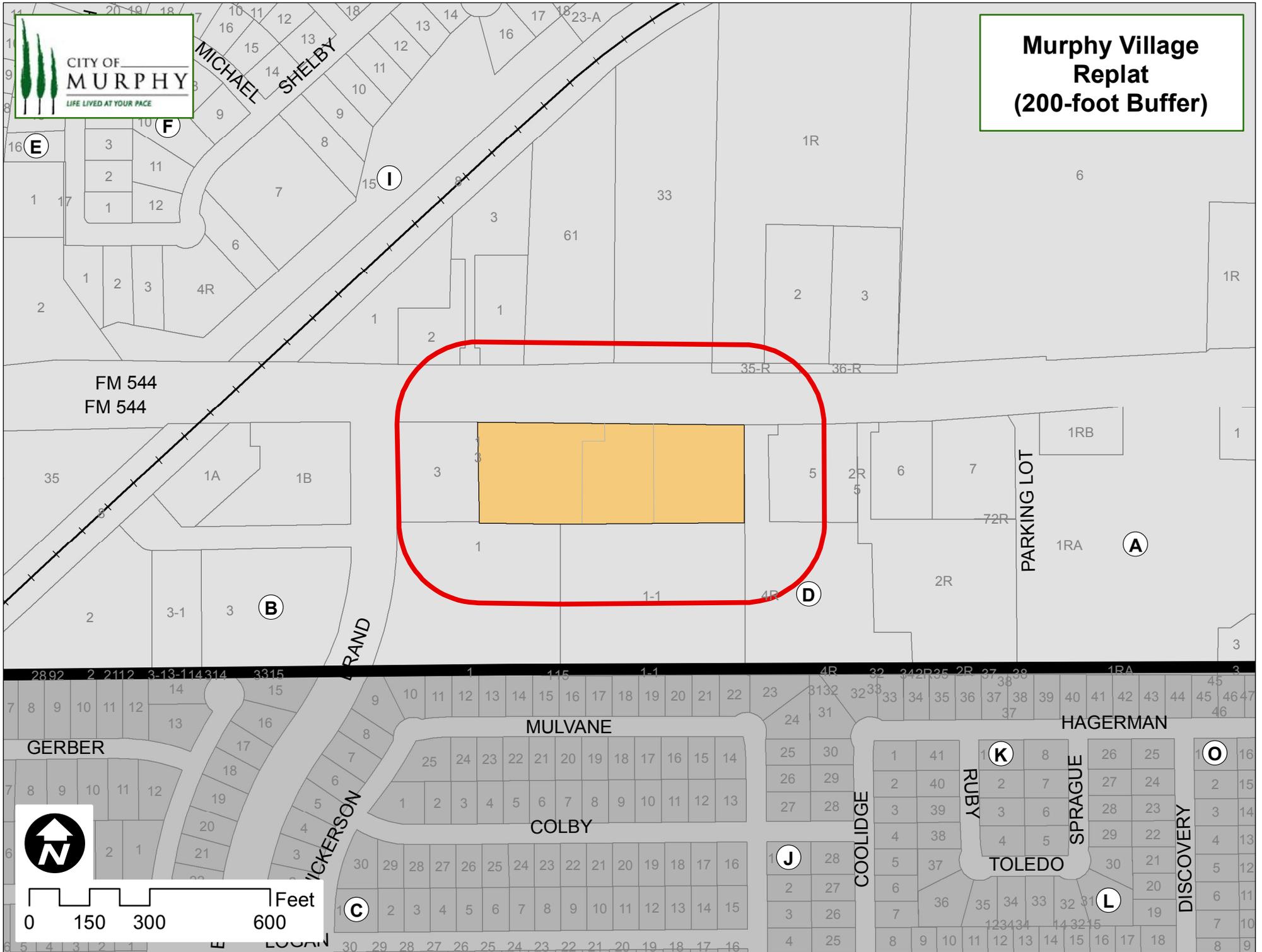
LOT 7, BLOCK A
BRAMBLE
16135 PRESTON RD
SUITE 107
DALLAS, TX 75248
(972) 991-3763

1819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75262
(972) 248-8651 FAX (972) 248-6691
TX B.P.E. REGISTRATION # 006974
T.P.L.S. FIRM REGISTRATION # 100433

SCALE: 1" = 50'



Murphy Village Replat (200-foot Buffer)



Murphy City Council
February 19, 2013

Issue

Consider and/or act on the application of Wal-Mart Real Estate Business trust requesting approval of a site plan and related items for **Wendy's** on property zoned PD (Planned Development) District No. 12-02-905 located at 117 West FM 544.

Staff Resource/Department

Kristen Roberts, Director of Community and Economic Development

Background

On February 7, 2012, the City Council approved the final Planned Development (PD) District No. 12-02-905 for this property.

The applicant has submitted a site plan, building elevation plans, landscape plans and signage for approval that would allow for development of Wendy's on 117 West FM 544. The subject property is located on FM 544 at the southwest frontage of the overall Wal Mart development.

Considerations

1. Within the approved Planned Development District Ordinance for this property, Permitted Uses include Restaurant (Drive-In/Drive Thru) Lot 4 (as shown by location on the Concept Plan included in the PD Ordinance) only; as approved by City Council and limited to the lot along FM 544.
2. This proposed development is specific to the Lot 4 location, as noted in the Concept Plan, and is an allowed use, including a drive in/drive thru.
3. The construction plat filed for the overall development of this approximately 24 acre property suffices as the construction plat for this lot. When the final plat for the overall development is filed, this lot will be included in that filing. This should be filed in approximately two months, according to the property owner and will reflect the necessary easement modifications.
4. On the submitted plans, the lot for consideration is described as Lot 2 and not Lot 4 as referenced in the PD Ordinance Concept Plan. The Concept Plan as referenced in the PD Ordinance shows the lot under consideration as Lot 4. For sales and marketing of the site, Wal Mart identified the property under consideration as Lot 2 which is how the applicant submitted on their plans.
 - i. When the final plat for the overall development is filed, the lot numbers will be identified appropriately in addition to the addresses.
5. All site plan, building elevation plans, landscape plan and signage requirements have been met including the conditions of approval by the Planning & Zoning Commission listed below.

Board Discussion/Action

On January 28, 2013 the Planning & Zoning Commission voted 6-1 to approve this item with the following conditions as met by the applicant.

- Extend the curb slightly at the southeast corner of the parking lot
- Cover the exposed cooler doors with brick
- In lieu of the proposed tile locations on the facade, include stone or brick

Staff Recommendation

Staff recommends approval of the Wendy's Site Plan, Landscape Plans, Building Elevation Plans and signage as submitted.

Attachments

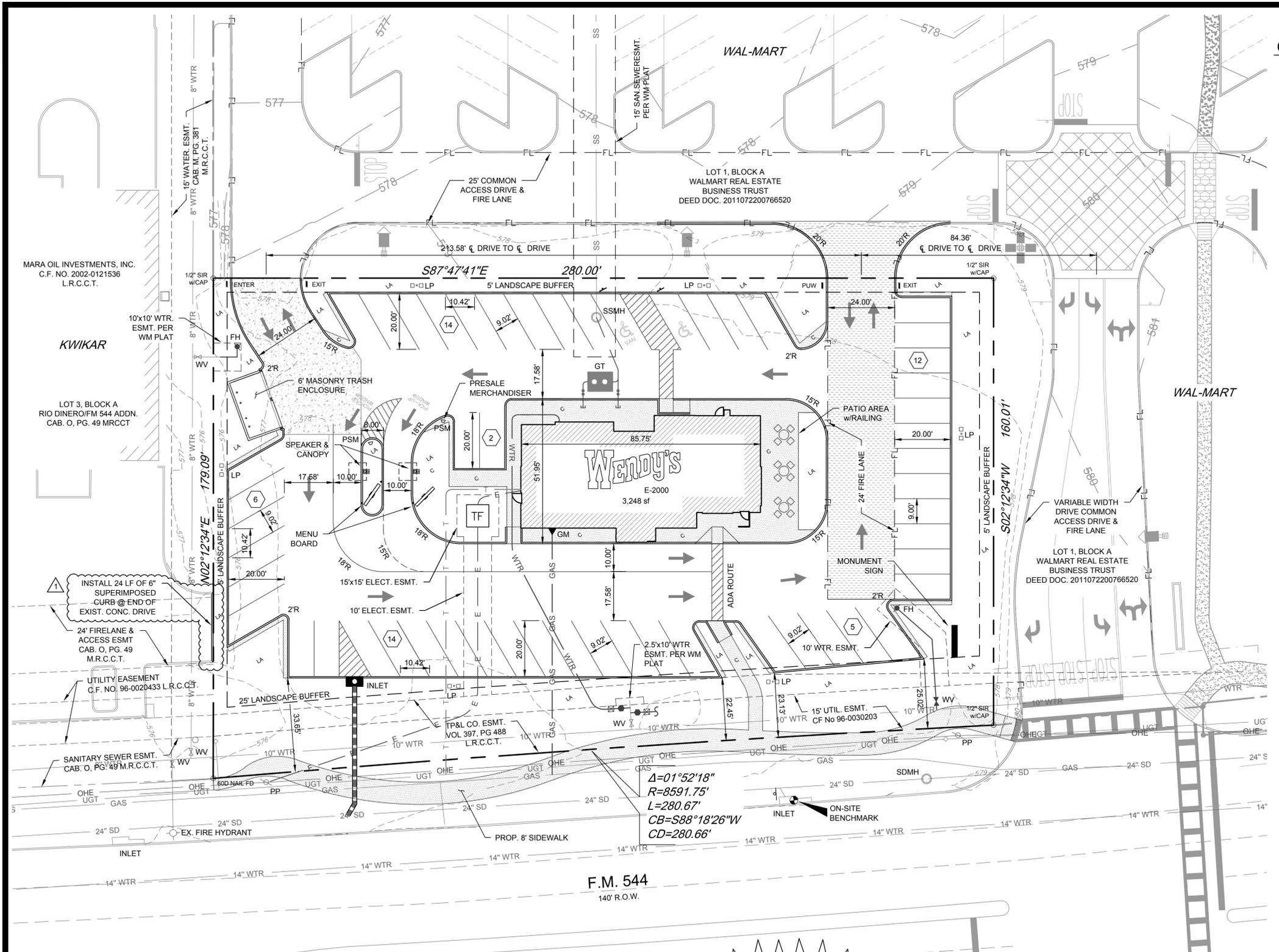
Planned Development District Ordinance No. 12-02-905

Site Plan

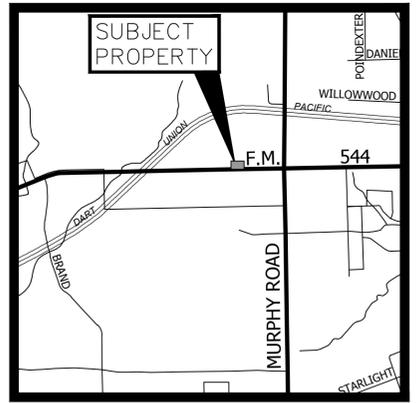
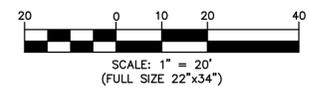
Landscape Plans

Building Elevation Plans

Site signage



STOP!
CALL BEFORE YOU DIG
DIG TESS
1-800-DIG-TESS
 (@ least 72 hours prior to digging)



SITE DATA SUMMARY TABLE				
UNDERLYING ZONING "TC" TOWN CENTER CURRENTLY ZONED 12-02-905 PD DISTRICT MURPHY PLAZA-WAL MART LOT 2, BLOCK A, WAL MART ADDITION 117 W. FM 544 MURPHY, COLLIN COUNTY, TEXAS				
LOT NO.	BUILDING SF	PROPOSED USE	BUILDING HT	
LOT 2, BLK A	3,248	RESTAURANT	24'-0" ONE STORY	
LOT NO.	LOT S.F./AC.	LOT COVERAGE	FAR	
LOT 2, BLK A	47,698/1.095	14.69%	0.14685	
PARKING SUMMARY FOR LOT 2, BLK A				
		REQD.	PROVIDED	
CITY OF MURPHY:	1 PARK/100 S.F. OR 3 PARK/SEAT	3738 S.F. (IN) 490 S.F. (PATIO) 72 SEATS (IN) 12 SEATS (PATIO)	38 28	53 53

LEGEND			
EXIST. ITEMS		PROP. ITEMS	
PP	EXIST. POWER POLE	LP	PROP. LIGHTING
LP	EXIST. LIGHT POLE	GM	PROP. GAS VALVE
WV	EXIST. WATER VALVE	GT	PROP. GREASE TRAP
SSMH	EXIST. SEWER MANHOLE	CO	PROP. SAN. SEWER CLEANOUT
SDMH	EXIST. STORM SEWER MANHOLE	WV	PROP. WATER VALVE
SS	EXIST. SAN. SEWER LINE	FH	PROP. FIRE HYDRANT
WTR	EXIST. WATER LINE	WM	PROP. WATER METER
GAS	EXIST. GAS LINE	BP	PROP. BACKFLOW PREVENTOR
T	EXIST. TELEPHONE LINE	B	PROP. BOLLARD
OHE	EXIST. OVERHEAD ELECTRIC	DS	PROP. DOWNSPOUT
24" SD	EXIST. STORM DRAIN	C	PROP. CONCRETE
XFD	X-CUT FOUND	LA	PROP. LANDSCAPE
IRF	IRON ROD FOUND	PUW	PROP. PICK UP WINDOW
SIR	SET IRON ROD	DIR	DIRECTIONAL SIGN
		EXIT	PROP. EXIT DIRECTIONAL SIGN
		ENTER	PROP. ENTER DIRECTIONAL SIGN
		W	PROP. COLD WATER LINE
		SS	PROP. SANITARY SEWER LINE
		GAS	PROP. GAS LINE
		E	PROP. UNDERGROUND ELECT. LINE
		T	PROP. TELEPHONE CABLE
		12	NO. OF PARKING SPACES
			PROP. LIGHT DUTY CONCRETE
			PROP. MEDIUM DUTY NTCOG CLASS 'C' CONCRETE (PUBLIC PAVEMENT)
			PROP. HEAVY DUTY CONCRETE
		-708-	PROP. CONTOURS

- GENERAL SITE NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF BUILDING FOUNDATION UNLESS OTHERWISE NOTED.
 - ALL PROPOSED SITE IMPROVEMENTS ARE ORTHOGONAL TO THE WEST, NORTH, EAST AND SOUTH PROPERTY LINES.
 - ALL CURB RADII ARE 2.5' UNLESS OTHERWISE NOTED.
 - HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE AND TEXAS ACCESSIBILITY STANDARDS.
 - MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE CITY ZONING ORDINANCE.
 - ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND.
 - OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION PER CITY STANDARDS.
 - ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.

CAUTION!!
 CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

PROPERTY OWNER
 WAL-MART REAL ESTATE BUSINESS TRUST
 2001 SE 101 STREET SWCC BENTONVILLE, AR 72116 (479) 273-4000

APPLICANT
 THE WENDY'S COMPANY
 8600 FREEPORT PKWY. SUITE 100 IRVING, TX 75063 ATTN: WALTER BOYD (972) 541-5516

SURVEYOR
 LANE'S SOUTHWEST SURVEYING, INC.
 2717 MOTLEY DRIVE, SUITE B, MESQUITE, TX 75150 76107-2219 ATTN: JIMMY LANE (972) 681-4442 (972) 681-4829 FAX

ENGINEER
 MULTATECH
 2821 W. 7th ST. SUITE 400 FT. WORTH, TX 76107-2219 ATTN: PAUL PADILLA, P.E. (817) 289-2060 (817) 877-4245 FAX

ARCHITECT
 PM DESIGN GROUP, INC.
 101 E. PARK BLVD. SUITE 600 PLANO, TX 75074 ATTN: DARREN SUMRALL (972) 499-8084 (972) 499-7730 FAX

BENCHMARK:
 ON SITE BM IS X CUT TOP INLET NORTH SIDE FM 544 ELEV. 578.51, SHOWN ON SURVEY

BASIS OF BEARING:
 THE WEST LINE OF WALMART DEED BETWEEN 60D NAIL FOUND AND 1/2" IRON ROD AT NWC OF WALMART TRACT N 02°12'34"E PER DEED DOC. 2011072200766520

WENDY'S RESTAURANT
 NWC FM 544 AND MURPHY ROAD
 LOT 2, BLOCK A, WALMART ADDITION, BEING A 1.095 ACRE TRACT IN THE GEORGE H. PEGUES SURVEY, ABSTRACT NO. 699, CITY OF MURPHY, COLLIN COUNTY, TEXAS

SITE PLAN

DESIGNED BY: PAUL PADILLA, P.E. FILE DATE SHEET NO.
 CHECKED BY: J.D.S. 12191.00 2/4/13 C-100
 DRAWN BY: J.D.S.

TBPE REG. # F351
 2821 WEST 7th STREET
 SUITE 400
 FORT WORTH, TX 76107
 817-289-1871 DIRECT
 817-545-1503 FAX

SHRUBS					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
74	(1)	HAWTHORN	Spring Rapture Hawthorn	Rhaptolepis indica 'Spring Rapture'	5 gallon, 20"-24" Ht./18"-20" spread, full, bushy specimen
150	(2)	N.P. HOLLY	Needle Point Holly	Ilex cornuta 'Needle Point'	7 gallon, 32" Ht./24" spread, full, bushy specimen
7	(3)	ROSE	Knockout Rose	Rosa hybrida 'Radtko'	3 gallon, 24" Ht./12"-14" spread, bushy, full to ground
52	(4)	NANDINA	Compact Nandina	Nandina domestica 'Compacta'	3 gallon, 24" Ht./12"-14" spread, bushy, full to ground
21	(5)	HAMELN GRASS	Hamelin Grass	Fernisetum alopecuroides 'Hamelin'	1 gallon, 15" Ht./15" spread, full, bushy to ground
103	(6)	FEATHER GRASS	Feather Grass	Stipa tenuissima	1 gallon, 15" Ht./15" spread, full, bushy to ground
9	(7)	BARBERRY	Rose Glow Barberrry	Berberis thunbergii 'Rose Glow'	1 gallon, 15" Ht./15" spread, full, bushy to ground
7	(8)	RED YUCCA	Red Yucca	Hesperaloe parviflora	3 gallon, 24" Ht./12"-14" spread, bushy, full to ground
12	(9)	TEXAS SAGE	Texas Sage	Leucophyllum frutescens	5 gallon, 20"-24" Ht./18"-20" spread, full, bushy specimen
26	(10)	MUHLI GRASS	Muhly Grass	Muhlenbergia capillaris	3 gallon, 24" Ht./12"-14" spread, bushy, full to ground

TURF GRASS					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
13,780	(11)	S.F. GRASS	Bermuda Grass	Cynodon dactylon	Solid sod

GROUND COVER / MISCELLANEOUS					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
90	(12)	EUONYMUS	Wintercreeper Euonymus	Euonymus fortunei 'Coloratus'	4" pots (Quantity as shown on plan)
735	(13)	LIRIOPE	Liriope	Liriope muscari 'Big Blue'	4" pots (Quantity as shown on plan)

1,031 L.F. Ryerson steel edge

ALL LANDSCAPE BEDS SHALL BE EXCAVATED 2" IN DEPTH AND SOIL REMOVED, THEN FILLED WITH 2" OF "PROFESSIONAL BEDDING SOIL" FROM LIVING EARTH TECHNOLOGY AND TILLED TO THE DEPTH OF 4".

ALL LANDSCAPE BEDS AND TREE WELLS SHALL RECEIVE A TOP DRESSING OF 2" DEEP "FINE SHREDDED HARDWOOD MULCH" FROM LIVING EARTH TECHNOLOGY.

LARGE TREES					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
4	(14)	BUR OAK	Bur Oak	Quercus macrocarpa	8" caliper, 10'-12" Ht./ 5'-6" spread, B&B, straight trunk
2	(15)	CHINKAPIN OAK	Chinkapin Oak	Quercus muhlenbergii	8" caliper, 10'-12" Ht./ 5'-6" spread, B&B, straight trunk
4	(16)	LIVE OAK	Live Oak	Quercus virginiana	8" caliper, 10'-12" Ht./ 5'-6" spread, B&B, straight trunk

ORNAMENTAL TREES					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
6	(17)	GRAPE MYRTLE CHEROKEE	Cherokee Grape Myrtle	Lagerstroemia indica 'Cherokee'	1" caliper per trunk, 3 trunk minimum, 8" Ht./5" spread, 30 gallon container, specimen
8	(18)	GRAPE MYRTLE MUSKOGEE	Muskogee Grape Myrtle	Lagerstroemia indica 'Muskogee'	1" caliper per trunk, 3 trunk minimum, 8" Ht./5" spread, 30 gallon container, specimen
17	(19)	MEXICAN PLUM	Mexican Plum	Prunus mexicana	1 1/2" caliper, 7' Ht./4' spread, 30 gallon container, specimen.
7	(20)	OKLAHOMA RED BUD	Oklahoma Red Bud	Cercis canadensis 'Oklahoma'	1 1/2" caliper, 7' Ht./4' spread, 30 gallon container, specimen.

MURPHY LANDSCAPE TABULATIONS

REQUIRED LANDSCAPE AREA
 A MINIMUM 20% OF THE TOTAL AREA OF THE LOT SHALL BE LANDSCAPED.
 TOTAL LOT AREA = 47,689 S.F.
 20% LANDSCAPE AREA REQUIRED (47,689 x 20%) = 9,538 S.F.
 LANDSCAPE AREA PROVIDED = 19,250 S.F.

LANDSCAPE BUFFERS
 FRONT PROPERTY ADJACENT TO FM 544 - 25' STREET BUFFER REQUIRED WITH 1 LARGE SHADE TREE AND 4 ORNAMENTAL TREES SHALL BE REQUIRED PER 50' LINEAR FEET.
 25' STREET BUFFER REQUIRED - LENGTH 280.67'
 25' STREET BUFFER PROVIDED

LARGE SHADE TREES REQUIRED (280.67 / 50 = 5.6) 6 TREES
 LARGE SHADE TREES PROVIDED 6 TREES

ORNAMENTAL TREES REQUIRED (280.67 / 50 = 5.6 OR 6 x 4 =) 24 TREES
 ORNAMENTAL TREES PROVIDED 24 TREES

SIDE & BACK PROPERTY LINE - 5' BUFFER REQUIRED WITH 4' TALL EVERGREEN LANDSCAPE SCREEN
 5' LANDSCAPE BUFFER PROVIDED
 4' TALL EVERGREEN SCREEN SHRUB REQUIRED
 4' TALL EVERGREEN SCREEN SHRUB PROVIDED

PARKING LOT LANDSCAPE
 A TOTAL OF 5 PERCENT OF THE INTERIOR OF THE ENTIRE PARKING LOT SHALL BE LANDSCAPED. ONE LARGE TREE OR THREE ORNAMENTAL TREES SHALL BE PROVIDED PER EACH 10 PARKING SPACES. THERE SHALL BE NO PARKING SPACES MORE THAN 60' OF EVERY PARKING SPACE.

TOTAL PARKING LOT AREA = 26,508 S.F.
 5% LANDSCAPE AREA REQUIRED (26,508 x 5% =) 1,325 S.F.
 PARKING LANDSCAPE AREA PROVIDED = 2,253 S.F.

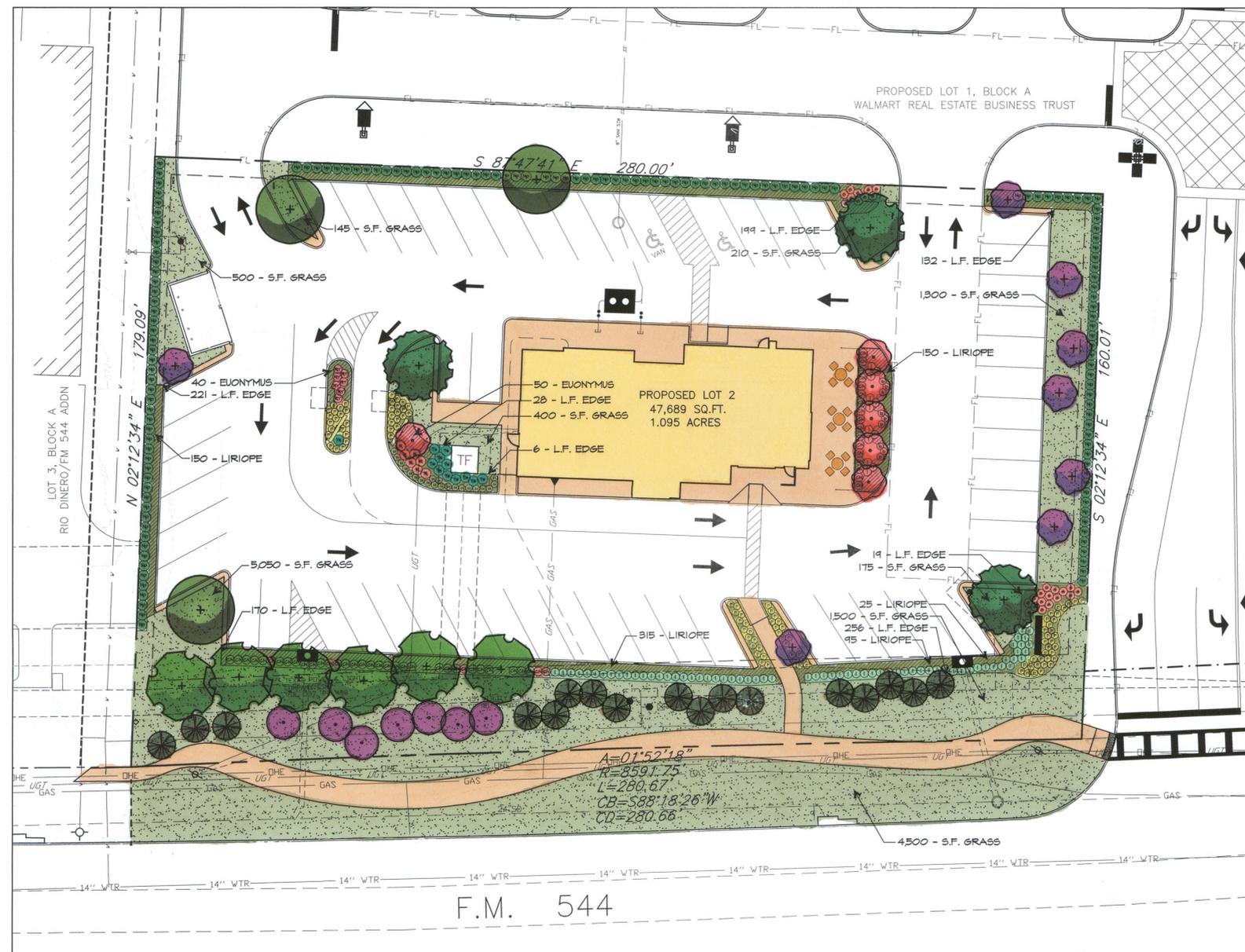
PARKING SHADE TREES REQUIRED (53 SPACES / 10 = 5.3) 6 TREES
 PARKING SHADE TREES PROVIDED 6 TREES

SIGN NOTE
 ALL SIGNAGE MUST BE APPROVED BY BUILDING INSPECTION. LOCATIONS SHOWN ON THIS PLAN DO NOT INDICATE APPROVAL.

ALL LANDSCAPE AREAS TO RECEIVE UNDERGROUND AUTOMATIC IRRIGATION

Grubbs Design Group
 Landscape Architecture - Construction Management

STATE OF TEXAS
 JOE D. GRUBBS
 1713
 REGISTERED LANDSCAPE ARCHITECT



STANDARD CITY OF LAKE WORTH NOTES

INSTALLATION AND MAINTENANCE

1. THE OWNER, TENANT AND / OR THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE WITHIN 90 DAYS. TREES WITH A TRUNK DIAMETER IN EXCESS OF SIX INCHES MEASURED FOUR FEET ABOVE ABOVE THE GROUND MAY BE REPLACED WITH ONES OF SIMILAR VARIETY HAVING A TRUNK DIAMETER OF NO LESS THAN THREE INCHES MEASURED FOUR FEET ABOVE THE GROUND ON A CALIPER-INCH BASIS. (E.G. FOR A SIX-INCH TREE, TWO THREE-INCH REPLACEMENT TREES SHALL BE REQUIRED). A TIME EXTENSION MAY BE GRANTED BY THE CITY MANAGER OR HIS DESIGNEE, IF SUBSTANTIAL EVIDENCE IS PRESENTED TO INDICATE ABNORMAL CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER OR HIS AGENT.

2. IT SHALL BE THE DUTY OF ANY PERSON OR PERSONS OWNING OR OCCUPYING REAL PROPERTY BORDERING ON ANY STREET TO PRUNE TREES NEXT TO THE STREET IN SUCH MANNER THAT THEY WILL NOT OBSTRUCT OR SHADE THE STREET LIGHTS, OBSTRUCT THE PASSAGE OF PEDESTRIANS ON SIDEWALKS, OBSTRUCT VISION OF TRAFFIC SIGNS, OR OBSTRUCT THE VIEW FROM ANY STREET OR ALLEY INTERSECTION (SEE VISIBILITY REQUIREMENTS IN DIVISION 5 OF THIS ARTICLE). THE MINIMUM CLEARANCE OF ANY PORTION OF A TREE OVERHANGING PUBLIC STREET RIGHT-OF-WAY SHALL BE 14 FEET, AND OVERHANGING A PUBLIC SIDEWALK SHALL BE EIGHT FEET.

3. FAILURE TO MAINTAIN ANY LANDSCAPE AREA IN COMPLIANCE WITH THIS SECTION IS CONSIDERED A VIOLATION OF THIS DIVISION AND MAY BE SUBJECT TO PENALTIES.

WENDY'S INTERNATIONAL, INC.
 117 WEST FM 544
 Murphy, Texas

Wendy's
 OLD FASHIONED HAMBURGERS

Issued For:
 CONSTRUCTION
 Job No.
 12128.00
 Scale
 1" = 20'-0"
 Drawn By:
 JDS
 Date
 12-21-2012

Sheet Title:
Landscape Plan

Sheet Number:
L1
 of L1 Sheets

SHRUBS					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
74	⊙	HAWTHORN	Spring Rapture Hawthorn	Rhaptolepis Indica 'Spring Rapture'	5 gallon, 20"-24" Ht./18"-20" spread, full, bushy specimen
150	⊙	N.P. HOLLY	Needle Point Holly	Ilex cornuta 'Needle Point'	7 gallon, 32" Ht./24" spread, full, bushy specimen
7	⊙	ROSE	Knockout Rose	Rosa hybrida 'Radiko'	3 gallon, 24" Ht./12"-14" spread, bushy, full to ground
52	⊙	NANDINA	Compact Nandina	Nandina domestica 'Compacta'	3 gallon, 24" Ht./12"-14" spread, bushy, full to ground
21	⊙	HAMELN GRASS	Hamelin Grass	Fernisetum alopecuroides 'Hamelin'	1 gallon, 15" Ht./15" spread, full, bushy to ground
103	⊙	FEATHER GRASS	Feather Grass	Stipa tenuissima	1 gallon, 15" Ht./15" spread, full, bushy to ground
4	⊙	BARBERRY	Rose Glow Barberry	Berberis thunbergii 'Rose Glow'	1 gallon, 15" Ht./15" spread, full, bushy to ground
7	⊙	RED YUCCA	Red Yucca	Hesperaloe parviflora	3 gallon, 24" Ht./12"-14" spread, bushy, full to ground
12	⊙	TEXAS SAGE	Texas Sage	Leucophyllum frutescens	5 gallon, 20"-24" Ht./18"-20" spread, full, bushy specimen
26	⊙	MUHLY GRASS	Muhly grass	Muhlenbergia capillaris	3 gallon, 24" Ht./12"-14" spread, bushy, full to ground
TURF GRASS					
13,780	⊙	S.F. GRASS	Bermuda Grass	Cynodon dactylon	Solid sod
GROUND COVER / MISCELLANEOUS					
40	⊙	EVONYMUS	Wintercreeper Evonymus	Euonymus fortunei 'Coloratus'	4" pots (Quantity as shown on plan)
135	⊙	LIRIOPE	Liriope	Liriope muscari 'Big Blue'	4" pots (Quantity as shown on plan)
1031 L.F.	⊙		Ryerson steel edge		

ALL LANDSCAPE BEDS SHALL BE EXCAVATED 2" IN DEPTH AND SOIL REMOVED, THEN FILLED WITH 2" OF "PROFESSIONAL BEDDING SOIL" FROM LIVING EARTH TECHNOLOGY AND TILLED TO THE DEPTH OF 4".
ALL LANDSCAPE BEDS AND TREE WELLS SHALL RECEIVE A TOP DRESSING OF 2" DEEP "FINE SHREDDED HARDWOOD MULCH" FROM LIVING EARTH TECHNOLOGY.

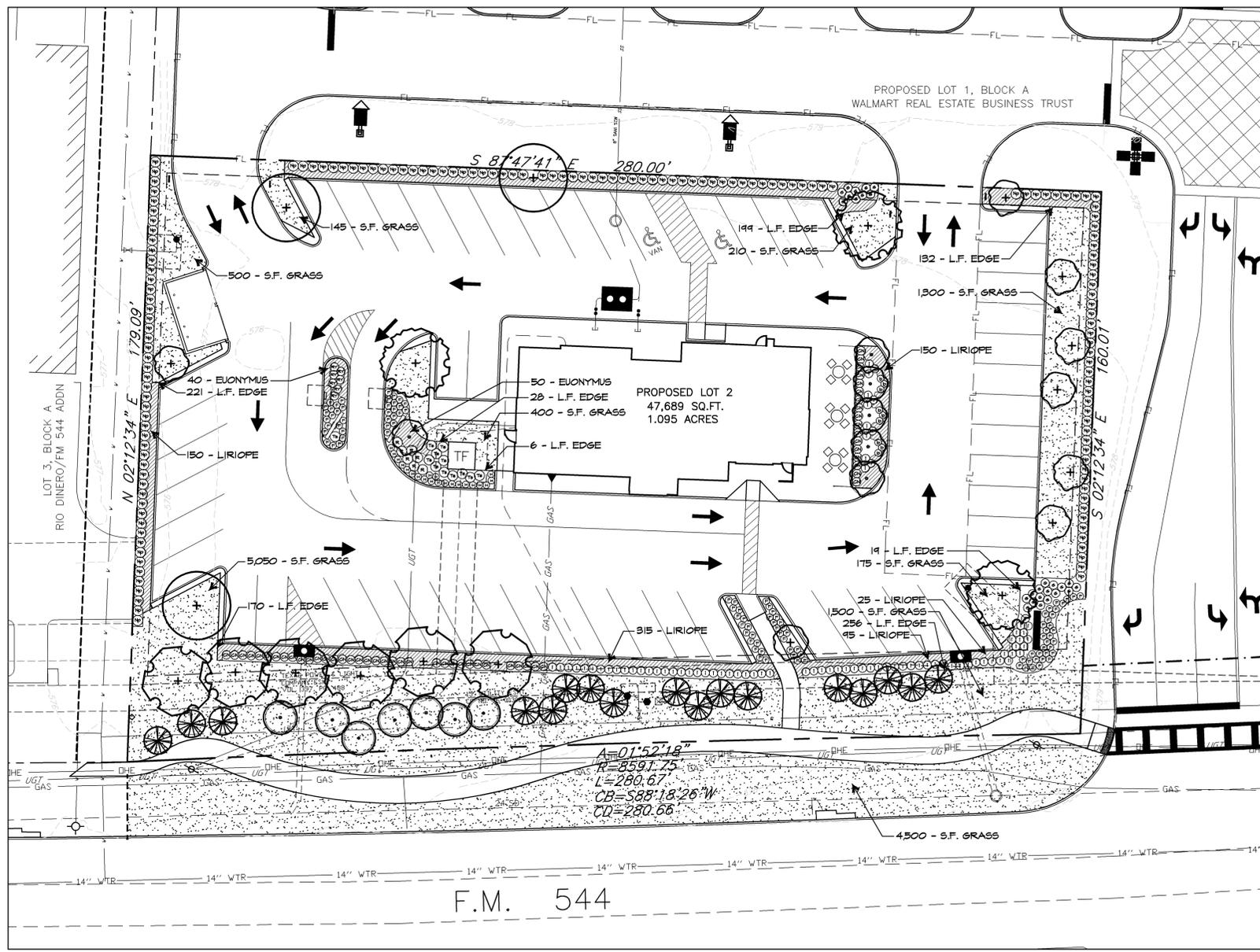
LARGE TREES					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
4	⊙	BUR OAK	Bur Oak	Quercus macrocarpa	3" caliper, 10'-12" Ht./ 5'-6" spread, B&B, straight trunk
2	⊙	CHINKAPIN OAK	Chinkapin Oak	Quercus muhlenbergii	3" caliper, 10'-12" Ht./ 5'-6" spread, B&B, straight trunk
4	⊙	LIVE OAK	Live Oak	Quercus virginiana	3" caliper, 10'-12" Ht./ 5'-6" spread, B&B, straight trunk

ORNAMENTAL TREES					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
6	⊙	GRAPE MYRTLE CHEROKEE	Cherokee Grape Myrtle	Lagerstroemia indica 'Cherokee'	1" caliper per trunk, 3 trunk minimum, 8" Ht./5" spread, 30 gallon container, specimen
8	⊙	GRAPE MYRTLE MUSKOGEE	Muskogee Grape Myrtle	Lagerstroemia indica 'Muskogee'	1" caliper per trunk, 3 trunk minimum, 8" Ht./5" spread, 30 gallon container, specimen
17	⊙	MEXICAN PLUM	Mexican Plum	Prunus mexicana	1 1/2" caliper, 7" Ht./4" spread, 30 gallon container, specimen.
7	⊙	OKLAHOMA RED BUD	Oklahoma Red Bud	Cercis canadensis 'Oklahoma'	1 1/2" caliper, 7" Ht./4" spread, 30 gallon container, specimen.

MURPHY LANDSCAPE TABULATIONS	
REQUIRED LANDSCAPE AREA A MINIMUM 20% OF THE TOTAL AREA OF THE LOT SHALL BE LANDSCAPED. TOTAL LOT AREA = 47,689 S.F. 20% LANDSCAPE AREA REQUIRED (47,689 x 20% =) LANDSCAPE AREA PROVIDED	9,538 S.F. +13,250 S.F.
LANDSCAPE BUFFERS FRONT PROPERTY ADJACENT TO FM 544 - 25' STREET BUFFER REQUIRED WITH 1 LARGE SHADE TREE AND 4 ORNAMENTAL TREES SHALL BE REQUIRED PER 50 LINEAR FEET. 25' STREET BUFFER REQUIRED - LENGTH 280.67' 25' STREET BUFFER PROVIDED	6 TREES 6 TREES
LARGE SHADE TREES REQUIRED (280.67 / 50 = 5.6) LARGE SHADE TREES PROVIDED	6 TREES 6 TREES
ORNAMENTAL TREES REQUIRED (280.67 / 50 = 5.6 OR 6 x 4 =) ORNAMENTAL TREES PROVIDED	24 TREES 24 TREES
SIDE & BACK PROPERTY LINE - 5' BUFFER REQUIRED WITH 4' TALL EVERGREEN LANDSCAPE SCREEN 5' LANDSCAPE BUFFER REQUIRED 5' LANDSCAPE BUFFER PROVIDED 4' TALL EVERGREEN SCREEN SHRUB REQUIRED 4' TALL EVERGREEN SCREEN SHRUB PROVIDED	
PARKING LOT LANDSCAPE A TOTAL OF 5 PERCENT OF THE INTERIOR OF THE ENTIRE PARKING LOT SHALL BE LANDSCAPED. ONE LARGE TREE OR THREE ORNAMENTAL TREES SHALL BE PROVIDED PER EACH 10 PARKING SPACES. THERE SHALL BE NO PARKING SPACES MORE THAN 60' OF EVERY PARKING SPACE. TOTAL PARKING LOT AREA = 26,508 S.F. 5% LANDSCAPE AREA REQUIRED (26,508 x 5% =) PARKING LANDSCAPE AREA PROVIDED	1,325 S.F. +2,253 S.F.
PARKING SHADE TREES REQUIRED (53 SPACES / 10 = 5.3) PARKING SHADE TREES PROVIDED	6 TREES 6 TREES

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ALL LANDSCAPE AREAS TO RECEIVE UNDERGROUND AUTOMATIC IRRIGATION



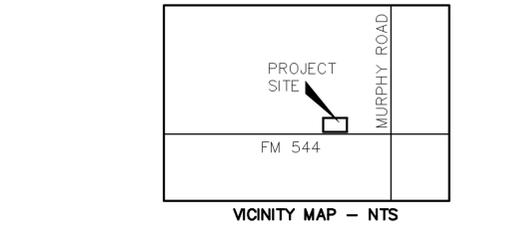
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#	Revisions:	Date:

Grubbs Design Group
Landscape Architecture - Construction Management

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED
LANDSCAPE ARCHITECT

WENDY'S INTERNATIONAL, INC.
117 WEST FM 544
Murphy, Texas

Wendy's
OLD FASHIONED HAMBURGERS

Issued For:
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JDG
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12-21-2012

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Landscape Plan

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L1
of L1 Sheets

Grubbs Design Group, L.L.C. - 403 South Tennessee Street - McKinney, Texas 75069 - Phone (972) 548-5020



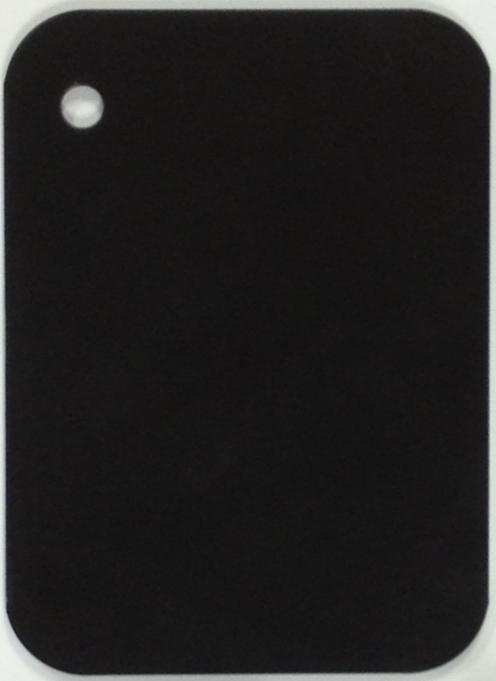
ALUMINUM COMPOSITE PANEL (ACM):

ALCOA "RENOLBOND" PE CW500 SYSTEM, 4MM
COLOR: "BRITTE RED"



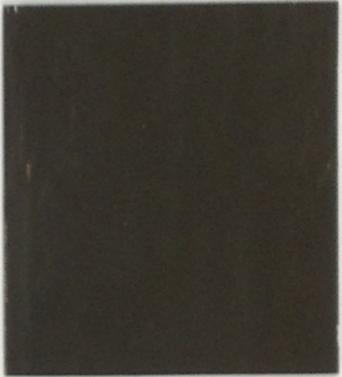
BRICK VENEER (B-1):

BOWERSTON SHALE CO. "OLD ENGLISH" MODULAR



CORRUGATED METAL SIDING (M-2):

8" RIB, 20 GAUGE CORRUGATED METAL PANELING
FACTORY FINISH COLOR: "EXTRA DARK BRONZE"
MANUFACTURED BY CORRUGATED METAL



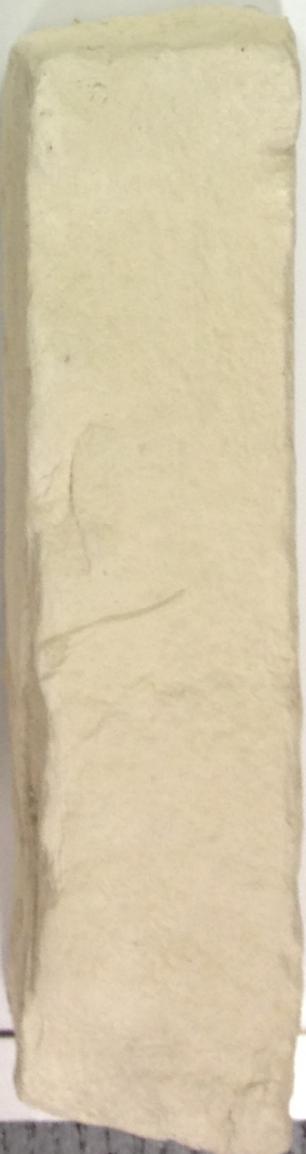
PAINT (PEX-3):

BENJAMIN MOORE "DEEP BRONZETONE"
RONCLAD ALKXD LOW LUSTRE ENAMEL (C165)



ALUMINUM STOREFRONT (E-1):

KANNEER "#40-DARK BRONZE" ANODIZED



CULTURED STONE VENEER (S-2) - ACCENT:

BORAL CULTURED STONE
COBBLEFIELD "TEXAS CREAM"



CULTURED STONE VENEER (S-1) - FIELD:

BORAL CULTURED STONE
COBBLEFIELD "CHAROONNA"



710 E. 44th STREET
SUITE 100
PLANO, TEXAS 75074

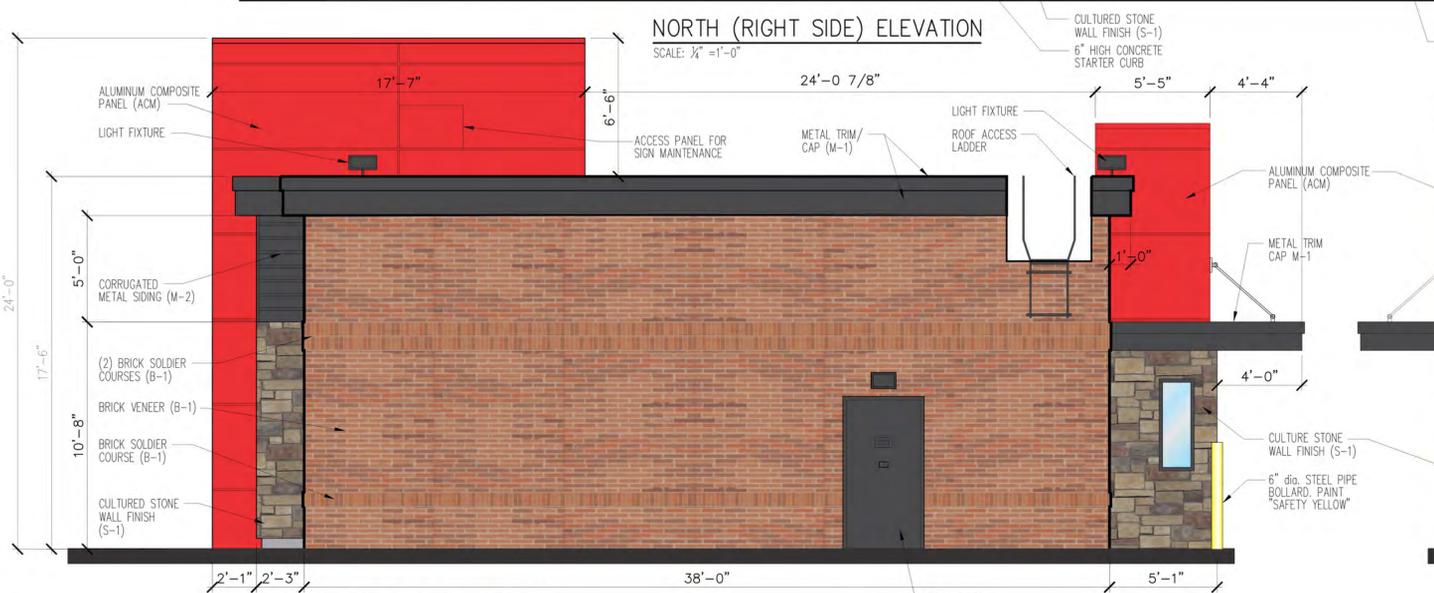
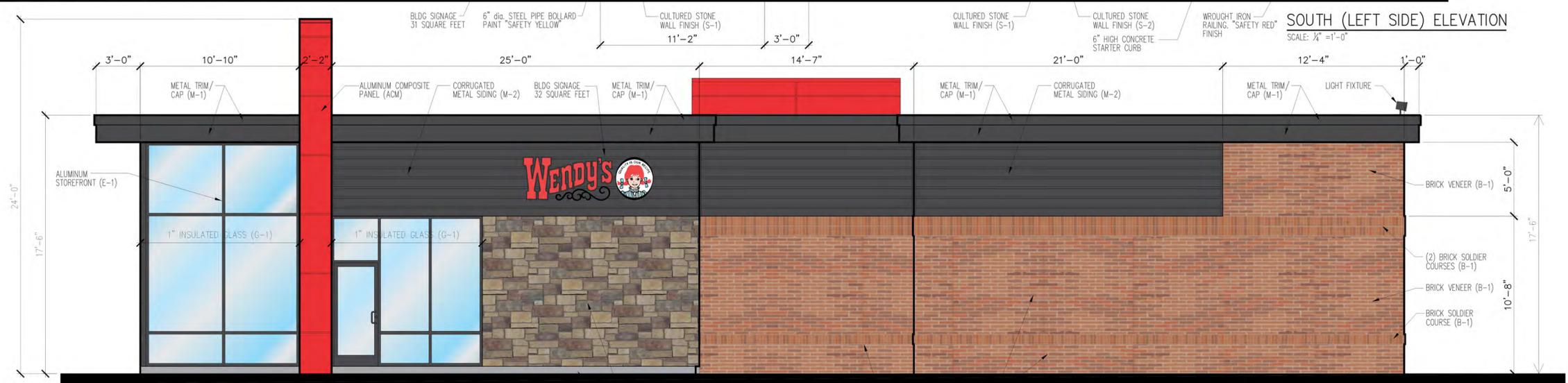


OLD FASHIONED HAMBURGERS

LOT 2, BLOCK A, WALMART ADDITION
NWC FM 544 and MURPHY ROAD

OWNER	WALTON'S RESTAURANTS, INC. 8000 HIGHTOWER PARKWAY SUITE 100 DALLAS, TX 75248 (972) 541-5018	OWNER	WALTON'S RESTAURANTS, INC. 2021 WEST 7TH STREET SUITE 100 DALLAS, TX 75204 (972) 288-2888	ARCHITECT	PM DESIGN GROUP, INC. 501 EAST MAIN STREET SUITE 100 PLANO, TX 75074 (972) 889-9888
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DATE FEBRUARY 4, 2013



- EXTERIOR MATERIALS:**
- BRICK VENEER (B-1):**
BOWERSTON SHALE CO. "OLD ENGLISH" MODULAR
OR
GLEN-GERY "OLDE DETROIT" MODULAR
OR
BELDEN 560A "BELCREST" MODULAR
 - ALUMINUM COMPOSITE PANEL (ACM):**
ALCOA "REYNOLDBOND" PE CW500 SYSTEM, 4MM
COLOR: "BRITE RED"
OR
ALUCOBOND PVDF-3
COLOR: "RED FIRE COOL"
OR
APOLIC "WEP" 4mm
COLOR: WENDY'S RED30 GLOSS.
 - PAINT (PEX-3):**
BENJAMIN MOORE "DEEP BRONZETONE"
IRONCLAD ALKYD LOW LUSTRE ENAMEL (C163)
 - CULTURED STONE VENEER (S-1) - FIELD:**
BORAL CULTURED STONE
COBBLEFIELD "CHARDONNAY"
 - CULTURED STONE VENEER (S-2) - ACCENT:**
BORAL CULTURED STONE
COBBLEFIELD "TEXAS CREAM"
 - EFS (E-1):**
DRYVIT OUTSULATION PLUS MD SYSTEM
"LYMESTONE" FINISH, COLOR: 104 "DOVER SKY"
 - ALUMINUM STOREFRONT (E-1):**
KAWNEER #40-DARK BRONZE ANODIZED
OR
TUBELIGHT "DARK BRONZE" ANODIZED
OR
OLDCASTLE "DARK BRONZE" ANODIZED
OR
US ALUM. #22-DARK BRONZE ANODIZED
 - METAL TRIM / CAP (M-1):**
FACTORY FINISHED ALUMINUM
COLOR: "DARK BRONZE"
 - 1" INSULATED GLASS (G-1):**
EXT. PANE: PPG "SOLARBAN 70XL" 1/4" "SOLEIXA"
INT. PANE: 1/4" CLEAR w/ 54% LIGHT VISIBILITY
 - 1" SPANDREL GLASS (G-2):**
EXT. PANE: PPG "SOLARBAN 70XL" 1/4" "SOLEIXA"
INT. PANE: 1/4" SOLAR BRONZE WITH BLACK FILM
BACKING.
 - CORRUGATED METAL SIDING (M-2):**
8" RIB, 20 GAUGE CORRUGATED METAL PANELING
FACTORY FINISH COLOR: "EXTRA DARK BRONZE"
MANUFACTURED BY CORRUGATED METAL.
 - WALK-IN COOLER (PEX-7):**
INTERNATIONAL COLD STORAGE
COLOR: "CHOCOLATE BROWN"

MATERIALS CALCULATIONS:

- SOUTH (LEFT) SIDE ELEVATION:**
- TOTAL SF = 1,561
 - METAL TRIM/FASCIA = 156 = 10%
 - CORRUGATED METAL SIDING = 245 = 16%
 - ACM METAL SIDING = 174 = 11%
 - BRICK MASONRY = 523 = 33%
 - CULTURED STONE = 265 = 17%
 - GLAZING (D+W) = 198 = 13%
 - SIGNAGE = 63 SF
- NORTH (RIGHT) SIDE ELEVATION:**
- TOTAL SF = 1,525
 - METAL TRIM/FASCIA = 161 = 11%
 - CORRUGATED METAL SIDING = 303 = 20%
 - ACM METAL SIDING = 52 = 3%
 - BRICK MASONRY = 573 = 38%
 - CULTURED STONE = 157 = 10%
 - GLAZING (D+W) = 279 = 18%
 - SIGNAGE = 32 SF
- WEST (REAR) ELEVATION:**
- TOTAL SF = 945
 - METAL TRIM/FASCIA/DOOR = 109 = 12%
 - CORRUGATED METAL SIDING = 11 = 1%
 - ACM METAL SIDING = 194 = 20%
 - BRICK MASONRY = 560 = 59%
 - CULTURED STONE = 64 = 7%
 - GLAZING (W) = 7 = 1%
 - SIGNAGE = 0 SF
- EAST (FRONT) ELEVATION:**
- TOTAL SF = 958
 - METAL TRIM/FASCIA = 83 = 9%
 - CORRUGATED METAL SIDING = 28 = 3%
 - ACM METAL SIDING = 237 = 25%
 - BRICK MASONRY = 60 = 6%
 - CULTURED STONE = 162 = 16%
 - GLAZING (W) = 388 = 41%
 - SIGNAGE = 45 SF



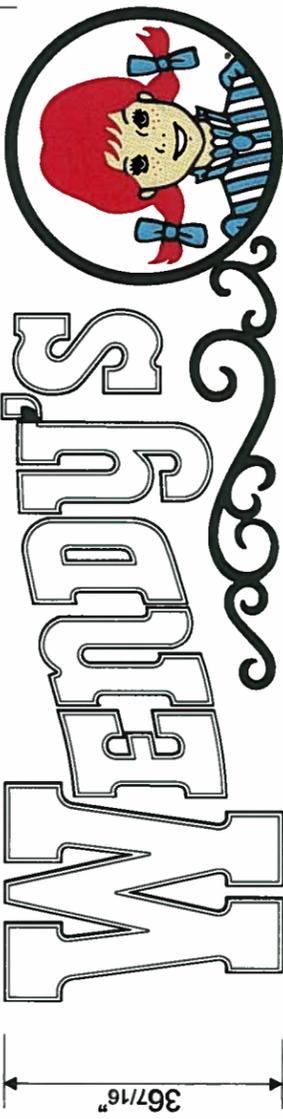
LOT 2, BLOCK A, WALMART ADDITION - NWC FM 544 and MURPHY ROAD



- NOTES:**
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL OF THE BUILDING INSPECTION DEPARTMENT.
 2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW.
 3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT.
 5. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE BUILDING OFFICIAL.

OWNER: WENDY'S INTERNATIONAL 8600 FREEPORT PARKWAY IRVING, TX 75063 CONTACT: WALTER BOYD (972) 541-5516	CIVIL ENGINEER: MULTITECH ENGINEERING, INC. 2821 WEST 7TH STREET SUITE 400 FORT WORTH, TX 76107 CONTACT: PAUL PADILLA (817) 289-2060	ARCHITECT: PM DESIGN GROUP, INC. 101 EAST PARK BOULEVARD SUITE 108 PLANO, TX 75074 CONTACT: DEREK LANGFORD (972) 499-8084
SCALE: 1/4" = 1'-0"		DATE: FEBRUARY 8, 2013

10'-10 1/4"



36 7/16"

POWER SUPPLY 1
"W.E.N." letters
60-12D-A
.65 Amp 120V AC

POWER SUPPLY 2
"D.Y.S." letters
60-12D-A
.65 Amp 120V AC

POWER SUPPLY 3
"CAMEO"
60-12D-A
.65 Amp 120V AC

ALL WIRING MEETS NEC2008 SPECIFICATIONS.
SIGN TO BE WIRED TO A STANDARD 120VOLT / 20AMP CIRCUIT.
COMPLETE SIGN PULLS A TOTAL OF (2.65)AMPS

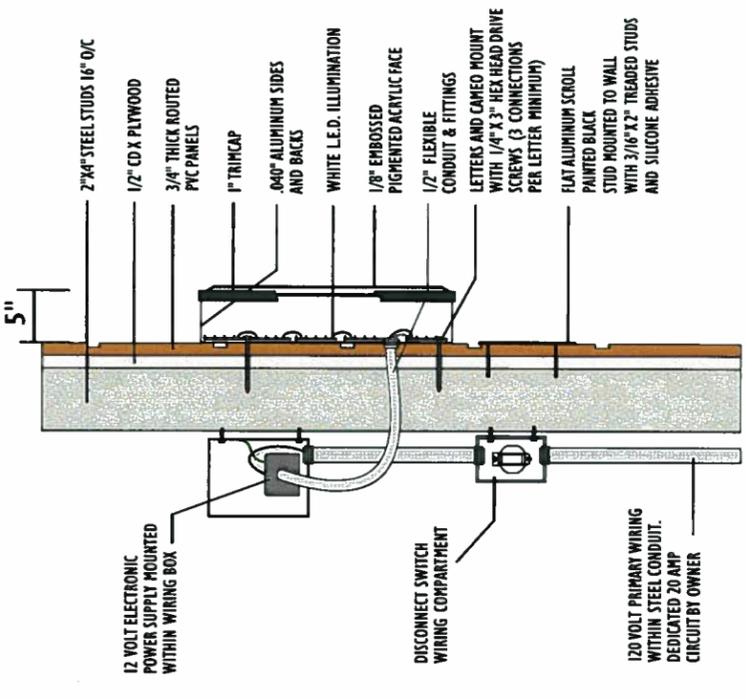
PLEX FACE CHANNEL LETTERS

(2) SETS REQUIRED.
* INSTALL ONLY

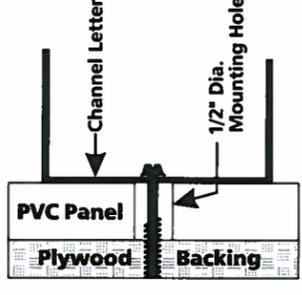
Scale: 1/2" = 1'-0"

CHANNEL LETTERS

MODEL U1201-36NR-WHT-RC
(TOTAL AMPERAGE: 2 AMPS)



LED CHANNEL LETTERS / FLUSH MOUNTED SECTION / MOUNTING DETAILS



When mounting Channel Letters to a PVC Panel surface, drill 1/2" diameter holes through the PVC panel for each mounting screw as indicated on the installation pattern. This oversized hole allows for expansion and contraction of the panel behind the raceway.

Backers = 24" or 36" long steel angle iron (1/2" x 1/2" min.)

SQUARE FOOTAGE	MOUNTING SURFACE										
	WOOD	SHEET METAL	BRICK	CONCRETE	CONCRETE BLOCK	DRYWIT / EIFS	STUCCO OVER WIRE MESH	WOOD	SHEET METAL	BRICK	CONCRETE
UNDER 10 SQ. FT.	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer
10 SQ. FT. TO 50 SQ. FT.	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer
50 SQ. FT. TO 100 SQ. FT.	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer
100 SQ. FT. TO 200 SQ. FT.	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer
OVER 200 SQ. FT.	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer	2" TRIM BOLTS w/ 2" depth hole backer

NOTE:
ACCESS REQUIRED FOR ELECTRICAL & INSTALLATION

DATE	REVISIONS	NAME

DATE	AUTHORIZATION

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CLIENT: WENDY'S STORE # _____

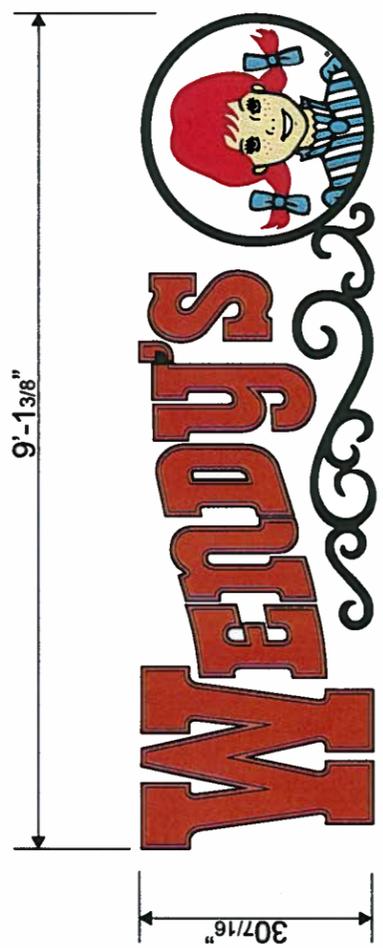
INSTALLATION ADDRESS: 117 W. FM 544 MURPHY, TX

DESIGNER: KN ACCOUNT EXECUTIVE: STEVEN MORRIS

DATE: 12-19-12 SHEET 1 OF 9 DESIGN # 12-438 6 1/2

Gerber FILE = 1-2012-Jobs\Wendys\TX-Murphy-FM544\Production\Jobs\ Corel FILE = 1-2012-Jobs\Wendys\TX-Murphy-FM544\Drawings\12-438

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 COMPLETE SIGN SERVICE & FABRICATION
 TOLL FREE (800) 810-3044
 523 E. ROCK ISLAND METRO (972) 399-0333
 GRAND PRAIRIE, TX 75050
 EMAIL: steven@accentgraphicsinc.com (972) 986-4456
 WEBSITE: www.accentgraphicsinc.com (800) 810-3045



POWERSUPPLY 1
"W.E.N.D.Y.'S" letters
60-12D-A
.65Amp 120V AC

256-3488 BALLAST
"Camtec"
1.35AMPS 120VAC

ALL WIRING MEETS NEC2008 SPECIFICATIONS.
SIGN TO BE WIRED TO A STANDARD 120VOLT/20AMP CIRCUIT.
COMPLETE SIGN PULLS A TOTAL OF (2)AMPS

PLEX FACE CHANNEL LETTERS
(2) SETS REQUIRED.
* INSTALL ONLY
Scale: 1/2" = 1'-0"

INSTALLATION REQUIREMENTS for all signs unless specified otherwise on individual sign specifications.
* Variation from this criteria without written approval from Accent Graphics is strictly forbidden.
* All in-situ signs are to be engineered for local conditions by a licensed and registered engineer.

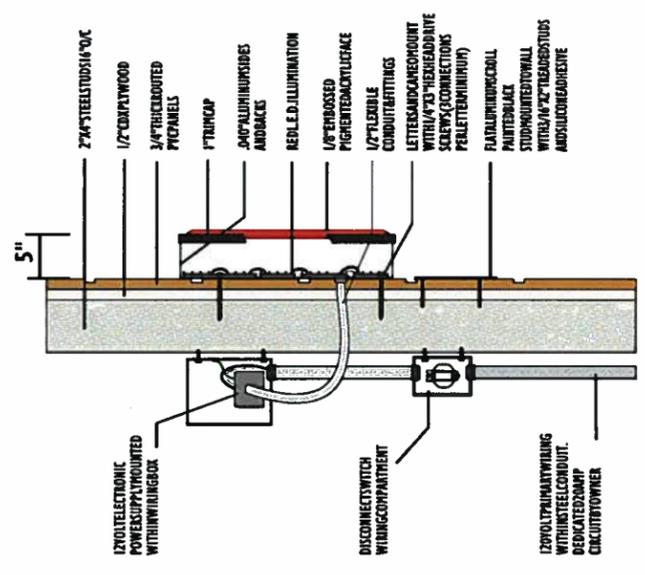
SQUARE FOOTAGE	MOUNTING SURFACE						
	WOOD	SHEET METAL	BRICK	CONCRETE BLOCK	CONCRETE	DRYWIT / METAL	STUCCO OVER WIRE MESH
UNDER 10 SQ. FT.	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"
10 SQ. FT. TO 50 SQ. FT.	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"
50 SQ. FT. TO 100 SQ. FT.	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"
100 SQ. FT. TO 200 SQ. FT.	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"
OVER 200 SQ. FT.	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"	2" THRU BOLTS w/ 2" angle iron hanger. Min. hole size of (1) 3/8"

DATE	REVISIONS	NAME	AUTHORIZATION

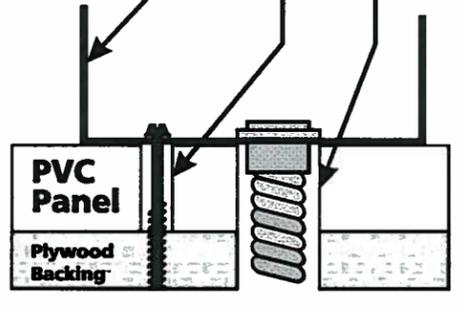
CLIENT: WENDY'S
INSTALLATION ADDRESS: 117 W. FM 544 MURPHY, TX
DESIGNER: KN ACCOUNT EXECUTIVE: STEVEN MORRIS
DATE: 12-19-12 SHEET 2 OF 9 DESIGN # 12-438
Gerber FILE = 1-2012-Jobs\Wendys\TX-Murphy-FM544\Production\Jobs\ N/A
Corel FILE = 1-2012-Jobs\Wendys\TX-Murphy-FM544\Drawings\12-438

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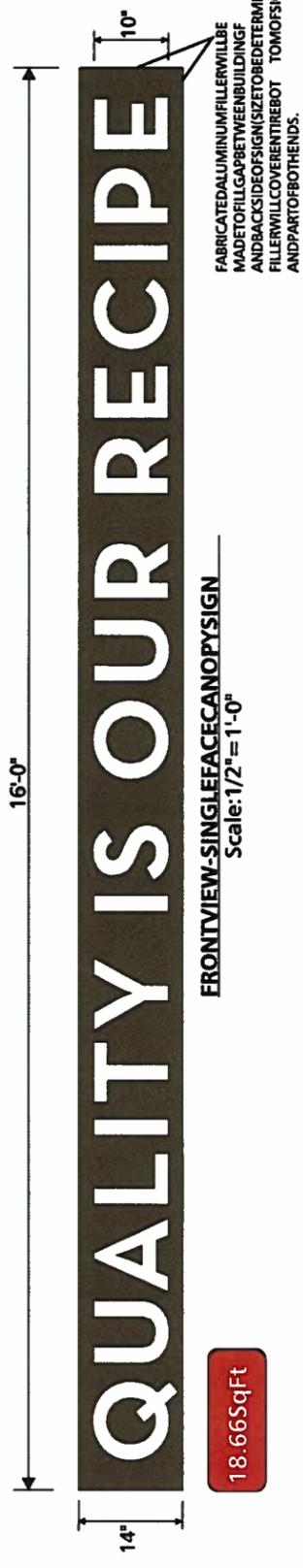
CHANNEL LETTERS
MODEL U1201-30NR-RC
(TOTAL AMPERAGE: 2AMPS)



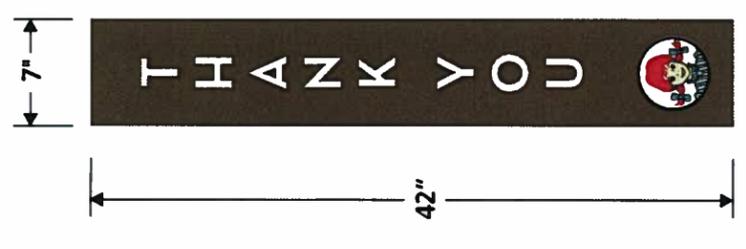
LED CHANNEL LETTERS / FLUSH MOUNTED SECTION / MOUNTING DETAILS



Channel Letter
When mounting Channel Letter to a PVC Panel surface: drill diameter holes through the PVC panel for each mounting screw as indicated on installation pattern.
rill diameter holes for the electric conduit to pass through or away. These oversized holes allow for expansion and contraction of the PVC panel.

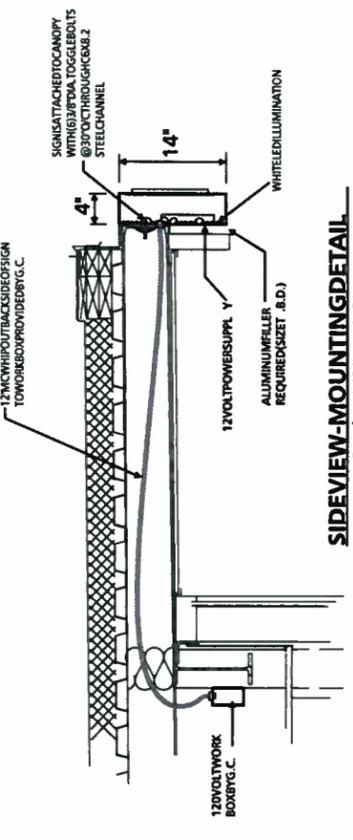


SINGLE FACE CANOPY SIGN w/ ROUTED PUSH-THRU LETTERS
 (1) REQUIRED
 * INSTALL ONLY
 Scale: 1/2" = 1'-0"



ALUMINUM & PVC SIGNS
 MODEL U1201-42x7AL UM-2

FABRICATED ALUMINUM WALL SIGN w/ FCO LETTERS - NON-ILLUMINATED
 (1) REQUIRED.
 * INSTALL ONLY
 Scale: 1" = 1'-0"



SIDEVIEW-MOUNTING DETAIL
 Scale: 1/2" = 1'-0"

PVC SIGNS
 MODEL U1201-.75PVC-LTRS(COPPER)



MOUNTING DETAIL
 SCALE 1" = 1'-0"

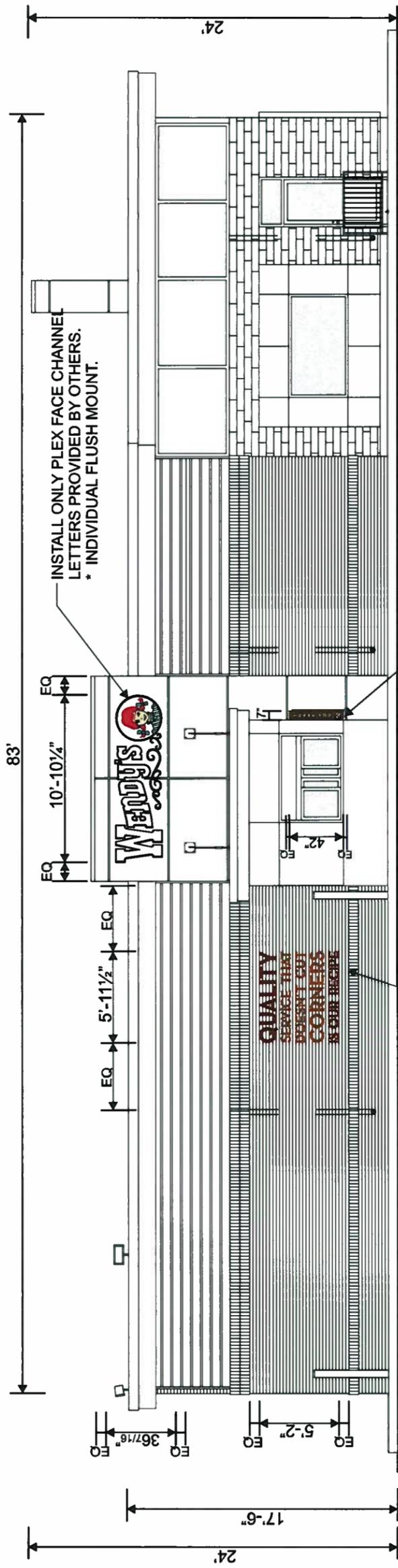
F.C.O. LETTERS - NON-ILLUMINATED
 (1) SET REQUIRED.
 * INSTALL ONLY
 Scale: 3/8" = 1'-0"

DATE	REVISIONS	NAME	AUTHORIZATION

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CLIENT WENDY'S STORE # _____
 INSTALLATION ADDRESS 117 W. FM 544 MURPHY, TX
 DESIGNER KN ACCOUNT EXECUTIVE STEVEN MORRIS
 DATE 12-19-12 SHEET 3 OF 9 DESIGN # 12-438
 Gerber FILE = 1-2012-Jobs\WVendys\TX-Murphy-FM544\Production\Jobs\ N/A
 Corel FILE = 1-2012-Jobs\WVendys\TX-Murphy-FM544\Drawings\12-438

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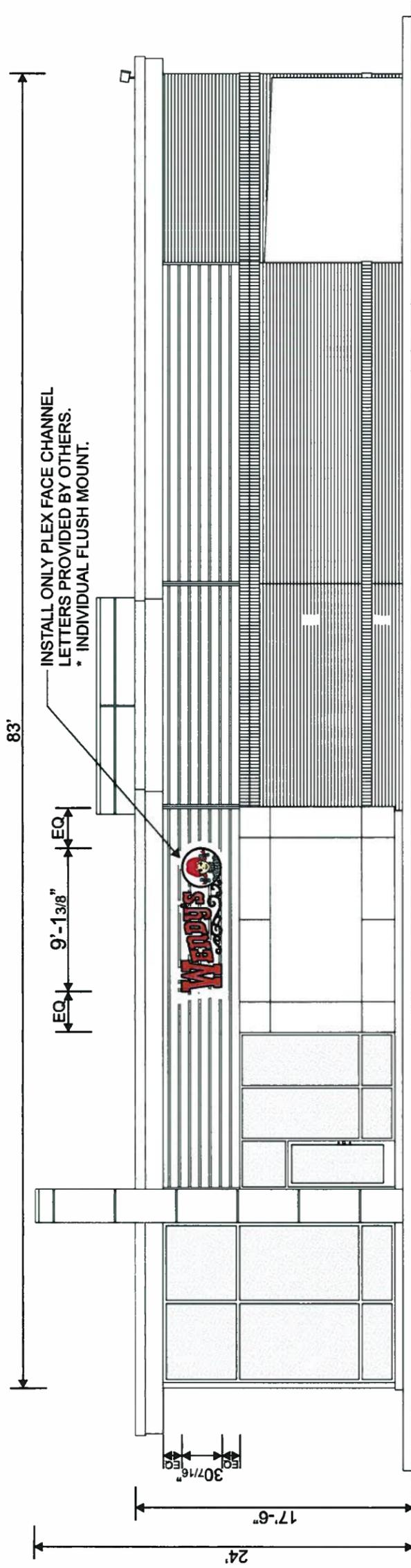
INSTALL ONLY PLEX FACE CHANNEL LETTERS PROVIDED BY OTHERS.
* INDIVIDUAL FLUSH MOUNT.

INSTALL ONLY FCO LETTERS PROVIDED BY OTHERS.
* INDIVIDUAL FLUSH MOUNTED WITH STUDS.

INSTALL ONLY NON-ILLUMINATED FABRICATED WALL SIGN W/ FCO LETTERS PROVIDED BY OTHERS.
* FLUSH MOUNTED.

SOUTH ELEVATION - LEFT SIDE

Scale: 1/8" = 1'-0"



INSTALL ONLY PLEX FACE CHANNEL LETTERS PROVIDED BY OTHERS.
* INDIVIDUAL FLUSH MOUNT.

INSTALL ONLY FCO LETTERS PROVIDED BY OTHERS.
* INDIVIDUAL FLUSH MOUNTED WITH STUDS.

NORTH ELEVATION - RIGHT SIDE

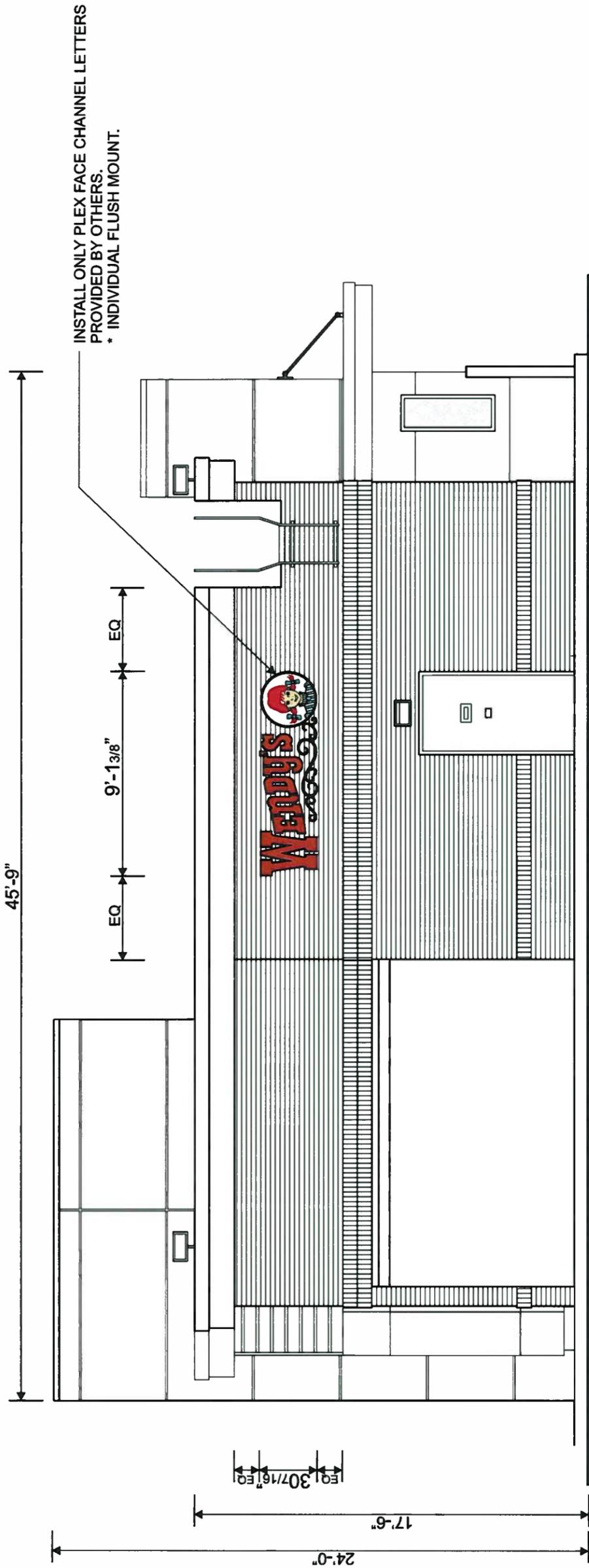
Scale: 1/8" = 1'-0"

DATE	REVISIONS	NAME	AUTHORIZATION
		CLIENT	DATE
		ACCOUNT EXECUTIVE	DATE
		TANLORD	DATE
		ALL CHANGES MUST BE INITIALED BY CLIENT AND ACCOUNT EXECUTIVE ON FINAL APPROVED PRINT.	

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CLIENT	WENDY'S	STORE #	
INSTALLATION ADDRESS	117 W. FM 544		MURPHY, TX
DESIGNER	KN	ACCOUNT EXECUTIVE	STEVEN MORRIS
DATE	12-19-12	SHEET	4 OF 9 DESIGN # 12-438
Gerber FILE =	1-2012-Jobs\Wendys\TX-Murphy-FM544\Production\Jobs		N/A
Corel FILE =	1-2012-Jobs\Wendys\TX-Murphy-FM544\Drawings\12-438		

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WEST ELEVATION - REAR

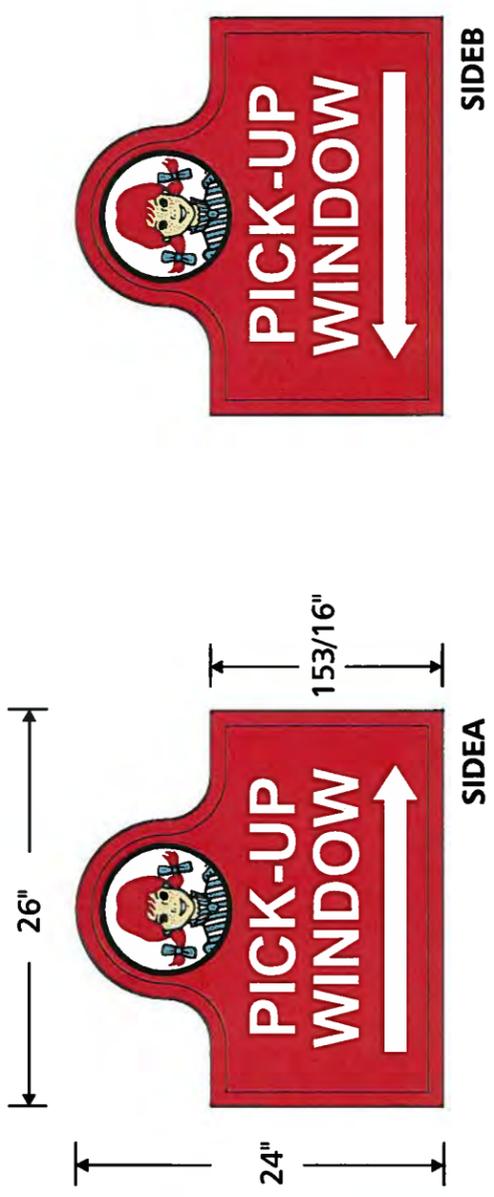
Scale: 3/16" = 1'-0"

DATE	REVISIONS	NAME	AUTHORIZATION
		CLIENT	DATE
		ACCOUNT EXECUTIVE	DATE
		LANDLORD	DATE
		ALL CHANGES MUST BE INITIALED BY CLIENT AND ACCOUNT EXECUTIVE ON FINAL APPROVED PRINT.	

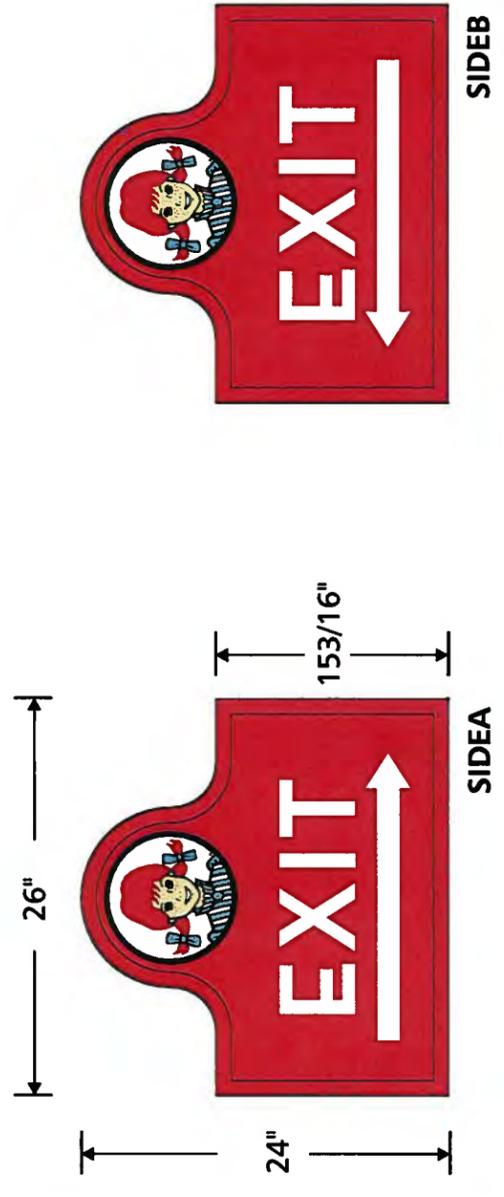
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CLIENT WENDY'S STORE # _____
 INSTALLATION ADDRESS 117 W. FM 544 MURPHY, TX
 DESIGNER KN ACCOUNT EXECUTIVE STEVEN MORRIS
 DATE 12-19-12 SHEET 6 OF 9 DESIGN # 12-438
 Gerber FILE = 1-2012-Jobs\Wendys\TX-Murphy-FM544\Production\Jobs\ N/A
 Corel FILE = 1-2012-Jobs\Wendys\TX-Murphy-FM544\Drawings\12-438

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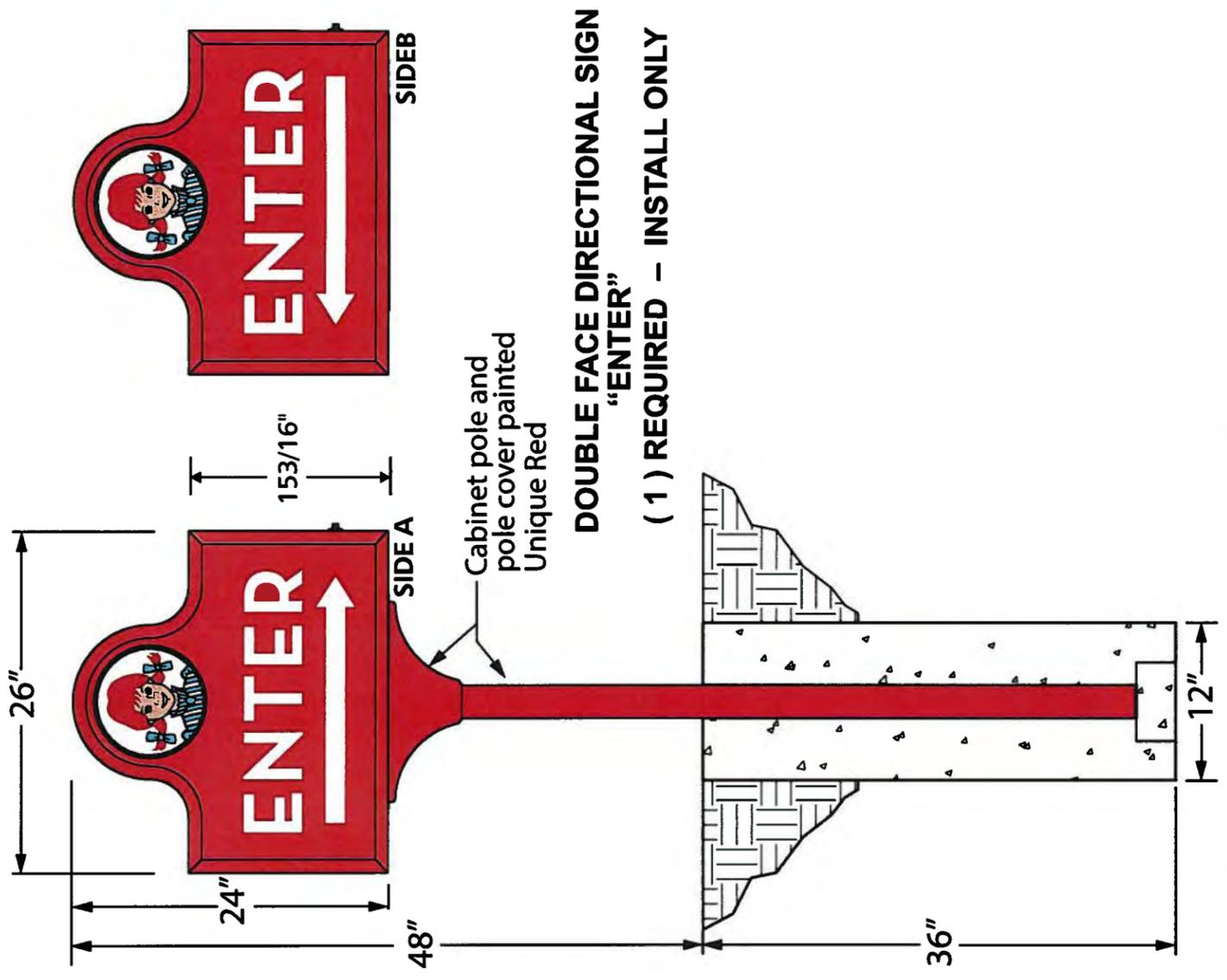


DOUBLE FACE DIRECTIONAL SIGN "PICK-UP WINDOW" (1) REQUIRED – INSTALL ONLY



DOUBLE FACE DIRECTIONAL SIGN "EXIT" (2) REQUIRED – INSTALL ONLY

ILLUMINATED DOUBLE FACE DIRECTIONAL SIGNS
(4) REQUIRED * INSTALL ONLY



DOUBLE FACE DIRECTIONAL SIGN "ENTER"
(1) REQUIRED – INSTALL ONLY

DATE	REVISIONS	NAME	AUTHORIZATION
		CLIENT	DATE
		ACCOUNT EXECUTIVE	DATE
		TITLE	DATE
		ALL CHANGES MUST BE INITIALED BY CLIENT AND ACCOUNT EXECUTIVE ON FINAL APPROVED PRINT.	

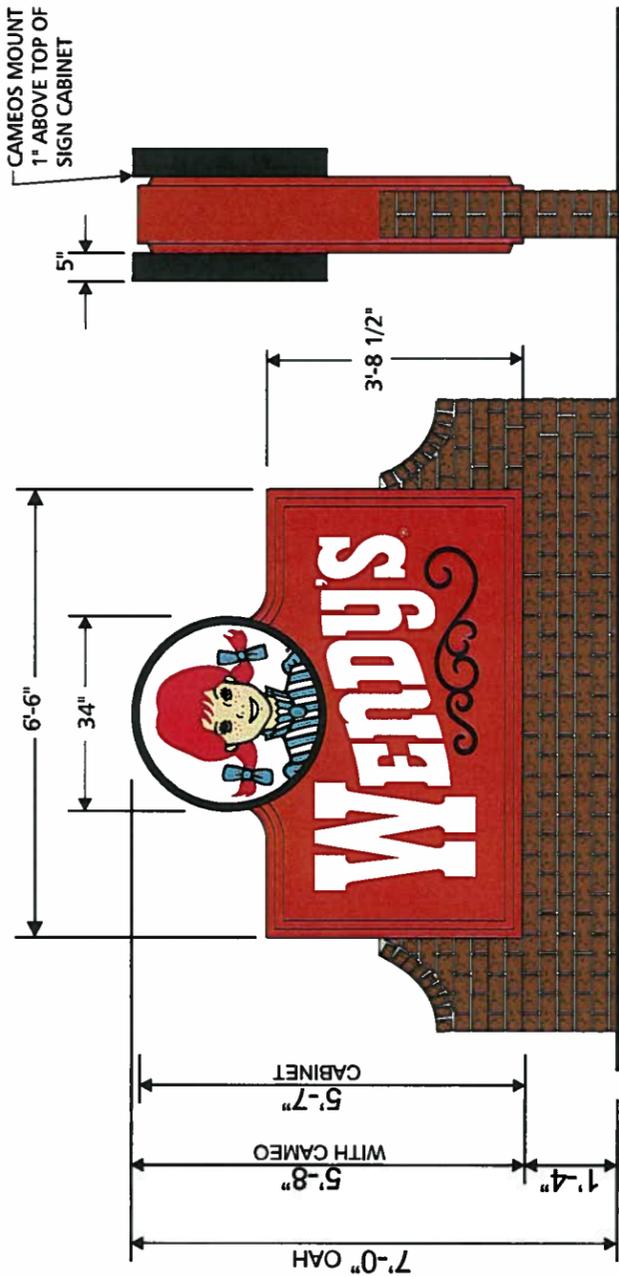
CLIENT	WENDY'S	STORE #	
INSTALLATION ADDRESS	117 W. FM 544	MURPHY, TX	
DESIGNER	KN	ACCOUNT EXECUTIVE	STEVEN MORRIS
DATE	12-19-12	SHEET	7 OF 9 DESIGN # 12-438
Gerber FILE =	1-2012-Jobs\Wendys\TX-Murphy-FM544\Production\Jobs\		
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MONUMENT SIGNAGE
MODEL U0601-WM25
(IMAGE ACTIVATION)



DOUBLE FACE ILLUMINATED MONUMENT SIGN

SIDE VIEW

ILLUMINATED DOUBLE FACE MONUMENT SIGN

(1) REQUIRED *INSTALL ONLY

Scale: 3/8" = 1'-0"

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INSTALLATION ADDRESS 117 W. FM 544 MURPHY, TX

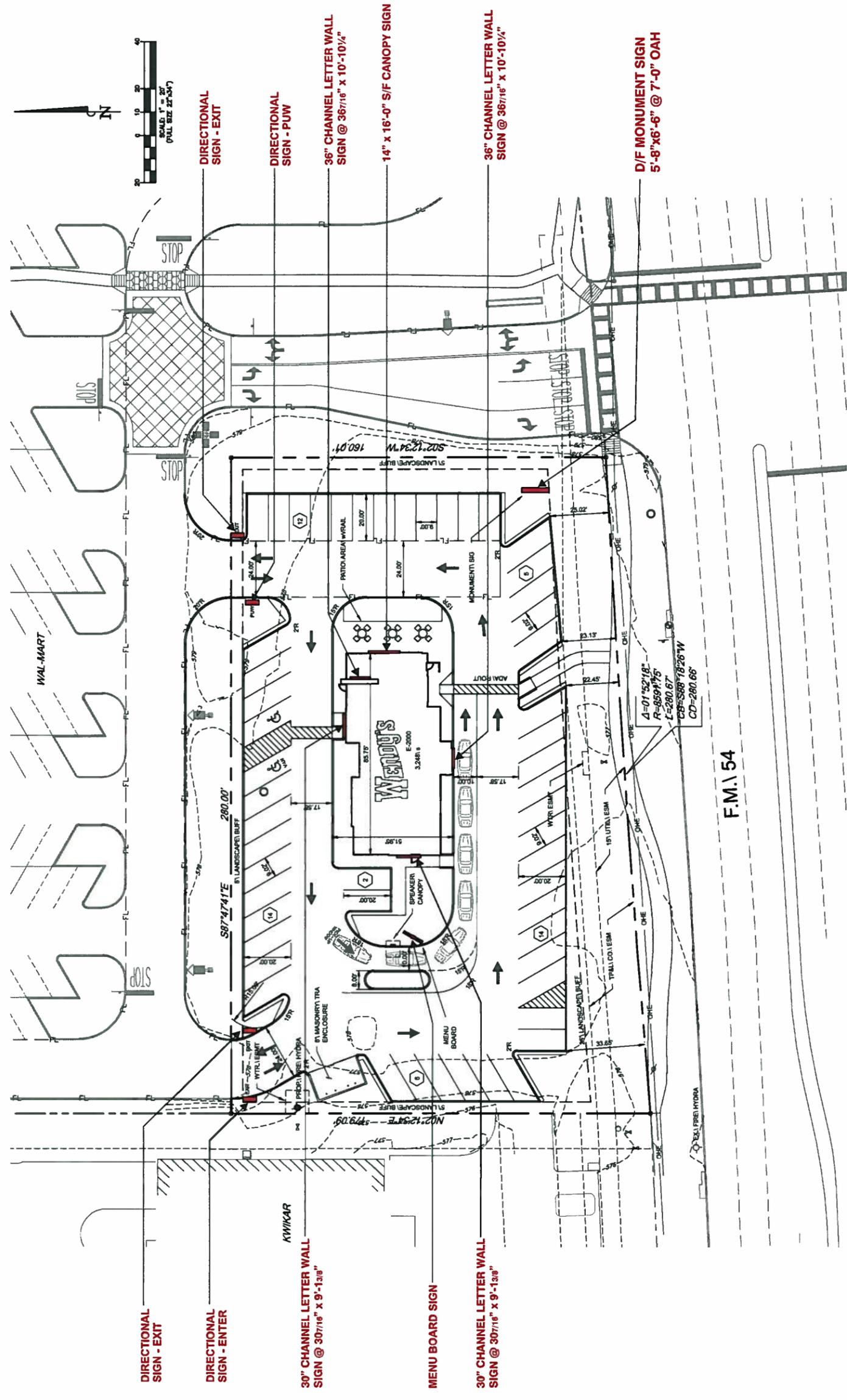
DESIGNER KN ACCOUNT EXECUTIVE STEVEN MORRIS

DATE 12-19-12 SHEET 9 OF 9 DESIGN # 12-438

Gerber FILE = 1-2012-Jobs\Wendys\TX-Murphy-FM544\Production\Jobs\ N/A
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SITE PLAN

NTS

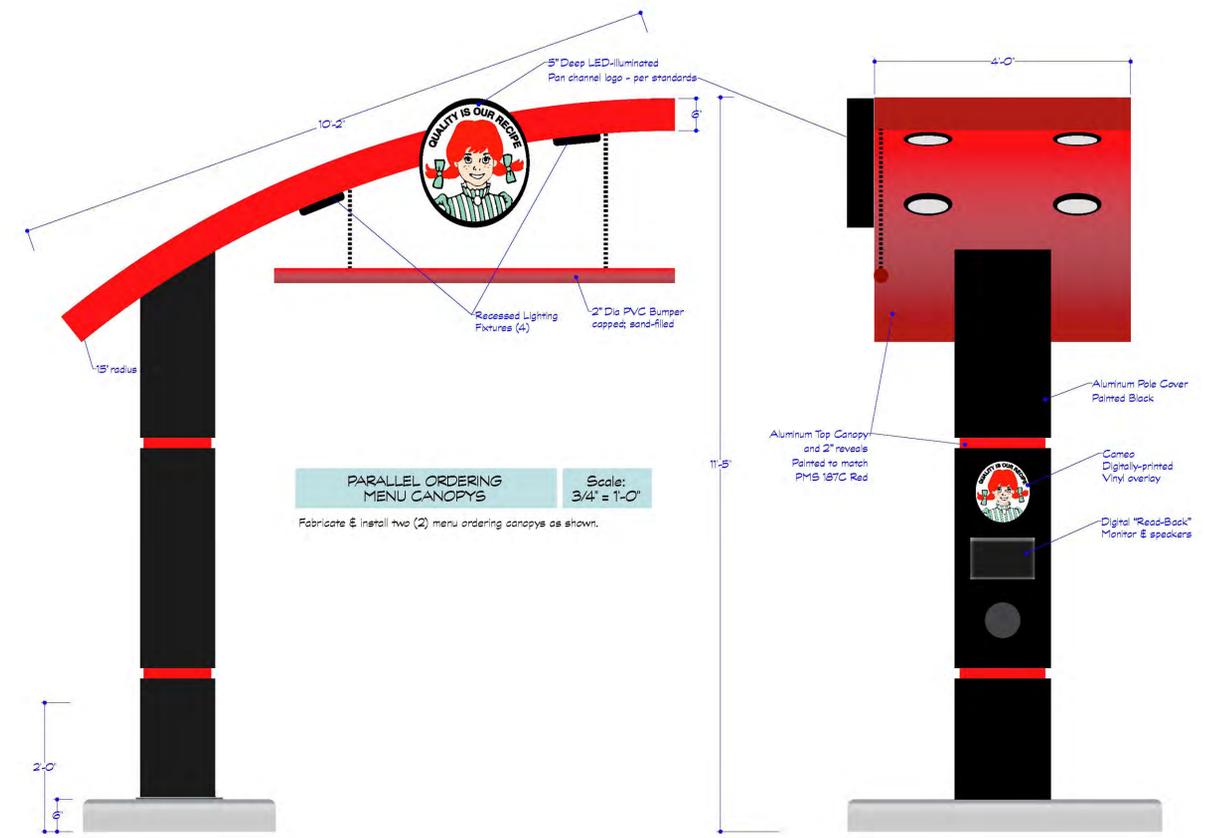
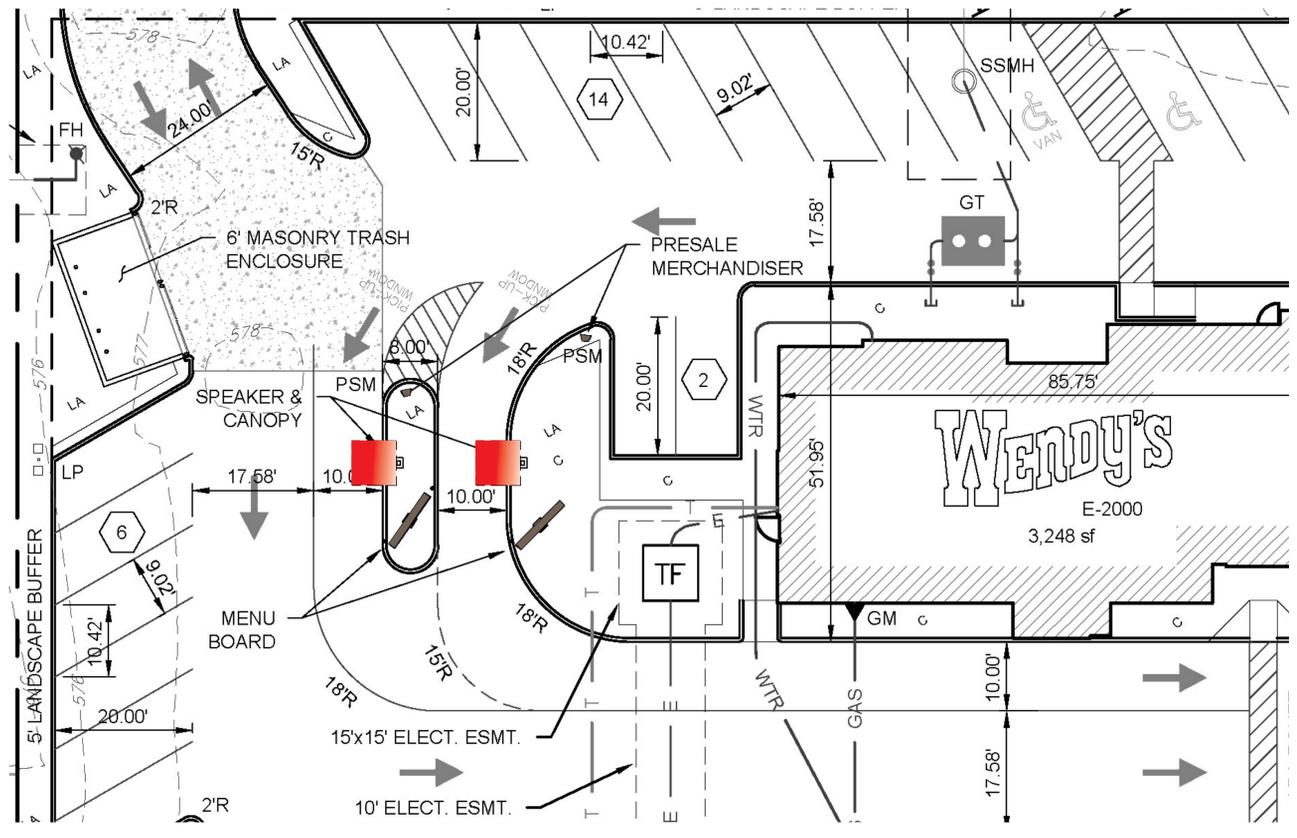
DATE	REVISIONS	NAME	AUTHORIZATION
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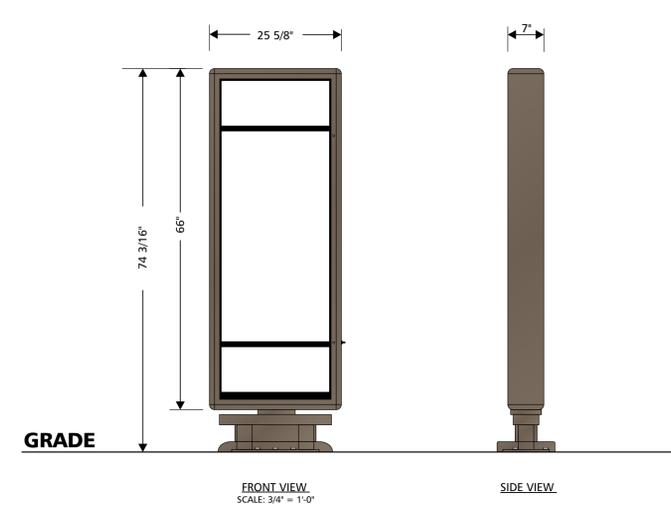
CLIENT	WENDY'S	STORE #	
INSTALLATION ADDRESS	117 W. FM 544		MURPHY, TX
DESIGNER	KN	ACCOUNT EXECUTIVE	STEVEN MORRIS
DATE	12-19-12	SHEET	9 OF 9 DESIGN # 12-438
Gerber FILE = 1-2012-Jobs\Wendys\TX-Murphy-FM544\Production\Jobs\ N/A			
Corel FILE = 1-2012-Jobs\Wendys\TX-Murphy-FM544\Drawings\12-438			

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COMPLETE SIGN SERVICE & FABRICATION

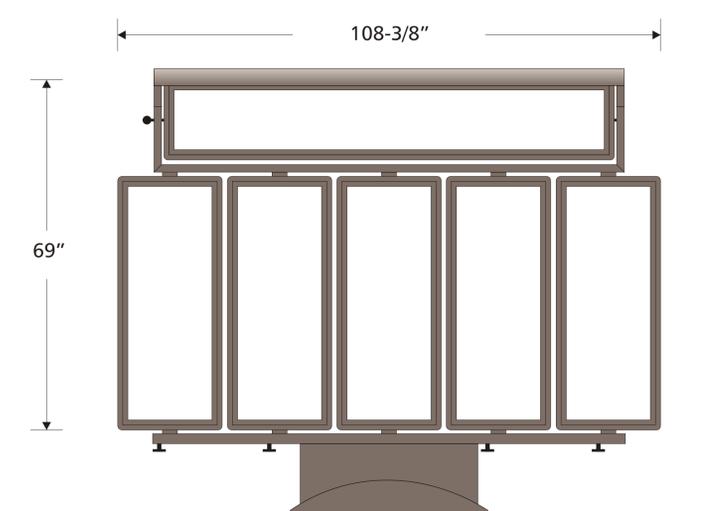
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- EXTERIOR MATERIALS:**
- BRICK VENEER (B-1): BOWERSTON SHALE CO. "OLD ENGLISH" MODULAR GLEN-GERY "OLDE DETROIT" MODULAR OR BELDEN 560A "BELCREST" MODULAR
 - ALUMINUM COMPOSITE PANEL (ACP): ALCOA "REYNOLDBOND" PE CHW50 SYSTEM, 4MM COLOR: "BRITTE RED" OR ALUCOROND PVDF-3 COLOR: "RED FIRE COOL" OR APOLIC "WER" 4mm COLOR: WENDY'S RED/30 GLOSS.
 - PAINT (PEX-3): BENJAMIN MOORE "DEEP BRONZETONE" IRONCLAD ALKYD LOW LUSTRE ENAMEL (C163)
 - EXTERIOR TILE (T-1): CROSSVILLE SW-2, WOODGRAIN BLEND, 6"x26" BROWN. GROUT: MAPEI #42 "MOCHA"
 - EIFS (E-1): DRYVIT OUTSULATION PLUS MD SYSTEM "LIMESTONE" FINISH. COLOR: 104 "DOVER SKY"
 - ALUMINUM STOREFRONT (F-1): KAWNEER "#40-DARK BRONZE" ANODIZED OR TUBELIGHT "DARK BRONZE" ANODIZED OR OLDECASTLE "DARK BRONZE" ANODIZED OR US ALUM. "#22-DARK BRONZE" ANODIZED
 - METAL TRIM / CAP (M-1): FACTORY FINISHED ALUMINUM COLOR: "DARK BRONZE"
 - 1" INSULATED GLASS (G-1): EXT. PANE: PPG "SOLARBAN 700L" 1/4" "SOLEIDA" INT. PANE: 1/4" CLEAR w/ 54% LIGHT VISIBILITY
 - 1" SPANDREL GLASS (G-2): EXT. PANE: PPG "SOLARBAN 700L" 1/4" "SOLEIDA" INT. PANE: 1/4" SOLAR BRONZE WITH BLACK FILM BACKING.
 - CORRUGATED METAL SIDING (M-2): 8" RB, 20 GAUGE CORRUGATED METAL PANELING FACTORY FINISH COLOR: "EXTRA DARK BRONZE" MANUFACTURED BY CORRUGATED METAL.
 - WALK-IN COOLER (PEX-7): INTERNATIONAL COLD STORAGE COLOR: "CHOCOLATE BROWN"



EXTERIOR MENU BOARD (PRE-SELL)
MODEL U0802 RM1700 PRE-SELL

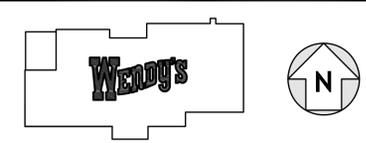


EXTERIOR MENU BOARD
MODEL U0802-RM5200

- MATERIALS CALCULATIONS:**
- SOUTH (LEFT) SIDE ELEVATION:**
TOTAL SF = 1,561
METAL TRIM/FASCIA = 156 = 10%
CORRUGATED METAL SIDING = 245 = 16%
ACM METAL SIDING = 174 = 11%
BRICK MASONRY = 523 = 33%
TILE = 120 = 8%
EIFS = 145 = 9%
GLAZING (D+W) = 198 = 13%
SIGNAGE = 63 SF
 - NORTH (RIGHT) SIDE ELEVATION:**
TOTAL SF = 1,525
METAL TRIM/FASCIA = 161 = 11%
CORRUGATED METAL SIDING = 303 = 20%
ACM METAL SIDING = 52 = 3%
BRICK MASONRY = 467 = 31%
EIFS = 157 = 10%
GLAZING (D+W) = 279 = 18%
COOLER = 106 = 7%
SIGNAGE = 32 SF
 - WEST (REAR) ELEVATION:**
TOTAL SF = 945
METAL TRIM/FASCIA/DOOR = 109 = 12%
CORRUGATED METAL SIDING = 11 = 1%
ACM METAL SIDING = 194 = 20%
BRICK MASONRY = 419 = 44%
EIFS = 64 = 7%
GLAZING (W) = 7 = 1%
COOLER = 141 = 15%
SIGNAGE = 0 SF
 - EAST (FRONT) ELEVATION:**
TOTAL SF = 958
METAL TRIM/FASCIA = 83 = 9%
CORRUGATED METAL SIDING = 28 = 3%
ACM METAL SIDING = 237 = 25%
BRICK MASONRY = 60 = 6%
TILE = 81 = 8%
EIFS = 81 = 8%
GLAZING (W) = 388 = 41%
SIGNAGE = 45 SF



LOT 2, BLOCK A, WALMART ADDITION - NWC FM 544 and MURPHY ROAD



- NOTES:**
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL OF THE BUILDING INSPECTION DEPARTMENT.
 - ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW.
 - WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT.
 - ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE BUILDING OFFICIAL.

OWNER: WENDY'S INTERNATIONAL 8600 FREEPORT PARKWAY IRVING, TX 75063 CONTACT: WALTER BOYD (972) 541-5516	CIVIL ENGINEER: MULTITECH ENGINEERING, INC. 2821 WEST 7TH STREET SUITE 400 FORT WORTH, TX 76107 CONTACT: PAUL PADILLA (817) 289-2060	ARCHITECT: PM DESIGN GROUP, INC. 101 EAST PARK BOULEVARD SUITE 108 PLANO, TX 75074 CONTACT: DEREK LANGFORD (972) 499-8084
SCALE: 1/4" = 1'-0"		DATE: JANUARY 16, 2013

ORDINANCE NO. 12-02-905

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 RETAIL USES ON AN APPROXIMATELY 24.09 ACRE TRACT OF LAND SITUATED IN THE GEORGE H. PEGUES SURVEY, ABSTRACT NO 699, 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 ATTACHED HERETO AS EXHIBIT "B", APPROVING A CONCEPT PLAN ATTACHED HERETO AS EXHIBIT "C", APPROVING A LANDSCAPE PLAN ATTACHED HERETO AS EXHIBIT "D", AND APPROVING A SIGNAGE PLAN ATTACHED HERETO AS EXHIBIT "E"; PROVIDING A SEVERABILITY CLAUSE, A CUMULATIVE/ REPEALER CLAUSE, A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 00-10-504, adopted on October 16, 2000, changed the zoning for the property described in this ordinance from LC/R (Light Commercial/Retail) District to TC (Town Center) District; and

WHEREAS, Ordinance No. 05-07-664, adopted on July 25, 2005, changed the zoning for the property described in this ordinance from TC (Town Center) District to PD (Planned Development) District for Retail Uses; and

WHEREAS, Ordinance No. 10-05-841, adopted on May 17, 2010, amended the PD (Planned Development) District for Retail Uses for the property described in this ordinance by revising the concept plan and certain development conditions; and

WHEREAS, Ordinance No. 11-05-881, adopted on May 24, 2011, amended the PD (Planned Development) District for Retail Uses for the property described in this ordinance by revising the concept plan and certain development conditions; and

WHEREAS, this ordinance shall amend the PD (Planned Development) District for

Retail Uses for the property described hereinbelow by revising the concept plan and certain development conditions as set forth hereinbelow and this ordinance shall thereby amend, repeal and supercede the foregoing ordinances to the extent of such amendments in this ordinance; and

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 all the above premises are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

Section 2. 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 Retail Uses for the property described as an approximately 24.09 acre tract of land situated in the George H. Pegues Survey, Abstract No. 699, 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 3. 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 4. That the Concept Plan, Landscape Plan, and Signage Plan for this Planned Development District are attached hereto as Exhibits "C", "D", and "E" and the same are hereby

approved for said Planned Development District as required by Section 86-604, of the City of Murphy, Texas, Code of Ordinances.

Section 5. 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 6. That this ordinance shall amend the Planned Development District for Retail Uses for the property described herein by revising the concept plan and certain development conditions as set forth herein and this ordinance shall amend, repeal and supercede all prior amendments to the Planned Development District for Retail Uses for the property described herein to the extent of the amendments in this ordinance.

Section 7. Severability Clause. 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 this ordinance or 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 8. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Murphy, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 9. Penalty Clause. 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 10. Effective Date. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and City Charter in such cases provide.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this 7th day of February, 2012.



Bret M. Baldwin, Mayor
City of Murphy

ATTEST:



Aimee Nemer, City Secretary
City of Murphy



APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney
City of Murphy

Exhibit A
Legal Description



LEGAL DESCRIPTION

BEING a tract of land situated in the George Pegues Survey, Abstract No. 699, City of Murphy, Collin County, Texas and being all of a tract of land described in General Warranty Deed to Murphy Plaza, LLC, recorded in Instrument No. 20070423000540150, Official Public Records of Collin County, Texas and all of a tract of land described in General Warranty Deed to Murphy Plaza, LLC, recorded in Instrument No. 20070423000540160, Official Public Records of Collin County, Texas and all of a tract of land described in General Warranty Deed to Murphy Plaza, LLC, recorded in Instrument No. 20070423000540170, Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a nail found in the north right-of-way line of F.M. 544 (a variable width right-of-way); said point being the southeast corner of Lot 3, Block A, Rio Dinero/FM 544 Addition, an addition to the City of Murphy, Texas according to the plat recorded in Cabinet O, Page 49, Map Records of Collin County, Texas;

THENCE departing said north right-of-way line and with the east line of said Lot 3, North 02° 12' 34" East, at a distance of 335.69 feet, passing a 1/2" iron rod with "J.D.J.R." cap found at the northeast corner of said Lot 3 and being the southeast corner of Lot 1R, Block A, Rio Dinero/FM 544 Addition, an addition to the City of Murphy, Texas according to the plat recorded in Cabinet O, Page 92, Map Records of Collin County, Texas, continuing, with the east line of said Lot 1R, in all a total distance of 1075.71 feet to a 1/2" iron rod with "ROOME" cap found for corner in the south line of a tract of land described in Deed to Dallas Area Rapid Transit Acquisition Corporation recorded in Volume 3424, Page 126, Land Records of Collin County, Texas; said point being the beginning of a non-tangent curve to the right having a central angle of 10° 26' 44", a radius of 1835.00 feet, a chord bearing and distance of North 82° 34' 25" East, 334.07 feet;

THENCE with the south line of said Dallas Area Rapid Transit Acquisition Corporation tract, the following courses and distances:

In an easterly direction, with said curve to the right, an arc distance of 334.54 feet to a 1" iron rod found at the end of said curve;

South 01° 52' 08" East, a distance of 50.00 feet to a "X" cut in concrete set for corner at the beginning of a non-tangent curve to the right having a central angle of 08° 07' 42", a radius of 1785.00 feet, a chord bearing and distance of South 87° 47' 19" East, 253.02 feet;

In an easterly direction, with said curve to the right, an arc distance of 253.23 feet to a 1/2" iron rod found at the end of said curve;

South 83° 55' 45" East, a distance of 557.20 feet to a 5/8" iron rod with "KHA" cap set for corner in the west right-of-way line of Murphy Road (F.M. 2251, a variable width right-of-way); said point being the northwest corner of a tract of land described in a deed to the State of Texas recorded in Volume 653, Page 612, Land Records of Collin County, Texas;

THENCE departing said south line and with said west right-of-way line, the following courses and distances:

South 01° 08' 57" West, a distance of 353.61 feet to a "X" cut in concrete found for corner;

South $04^{\circ} 18' 57''$ West, a distance of 197.74 feet to a "X" cut in concrete found for corner;

THENCE with an offset in said west right-of-way line, North $89^{\circ} 24' 14''$ West, at a distance of 2.82 feet, passing a $1/2''$ iron rod with "N.D.M." cap found at the northeast corner of Lot 2, Block A, Walgreens-F.M. 544 Addition, an addition to the City of Murphy, Texas according to the plat recorded in Cabinet M, Page. 172, Map Records of Collin County, Texas, continuing, departing said west right-of-way line and with the north line of said Lot 2, in all a total distance of 152.76 feet to a $5/8''$ iron rod with "KHA" cap set for corner; said point being the northernmost northwest corner of said Lot 2;

THENCE with the west line of said Lot 2, South $01^{\circ} 52' 09''$ West, a distance of 60.79 feet to a $1/2''$ iron rod with "N.D.M." cap found for corner; said point being an interior corner of said Lot 2;

THENCE with a north line of said Lot 2, North $88^{\circ} 35' 23''$ West, at a distance of 68.34 feet, passing a $1/2''$ iron rod found at the westernmost northwest corner of said Lot 2 and the northeast corner of Lot 1R, Block A, Walgreens-F.M. 544 Addition, an addition to the City of Murphy, Texas according to the plat recorded in Cabinet N, Page 872, Map Records of Collin County, Texas, continuing with the north line of said Lot 1R, Block A, in all a total distance of 221.70 feet to a $5/8''$ iron rod with "KHA" cap set for corner at the northwest corner of said Lot 1R; from said point, a $1/2''$ iron rod found bears South $35^{\circ} 20'$ East, a distance of 0.8 feet;

THENCE with the west line of said Lot 1R, South $01^{\circ} 24' 37''$ West, at a distance of 370.00 feet, passing a $1/2''$ iron rod with "N.D.M." cap found, continuing in all a total distance of 373.27 feet to a $5/8''$ iron rod with "KHA" cap set for corner in the said north right-of-way line of F.M. 544; said point being the northeast corner of a tract of land described in Deed to the State of Texas recorded in Clerk's File No. 92-0048067, Land Records of Collin County, Texas and the northwest corner of a tract of land described in Deed to the State of Texas recorded in Clerk's File No. 92-0037385, Land Records of Collin County, Texas;

THENCE with said north right-of-way line, the following courses and distances:

South $87^{\circ} 21' 30''$ West, a distance of 357.06 feet to a $5/8''$ iron rod with "KHA" cap set for corner at the beginning of a non-tangent curve to the left having a central angle of $00^{\circ} 06' 16''$, a radius of 9414.00 feet, a chord bearing and distance of South $86^{\circ} 39' 41''$ West, 17.15 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 17.15 feet to a $5/8''$ iron rod with "KHA" cap set at the beginning of a non-tangent curve to the right having a central angle of $00^{\circ} 16' 04''$, a radius of 9489.00 feet, a chord bearing and distance of South $86^{\circ} 44' 35''$ West, 44.36 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 44.36 feet to a $5/8''$ iron rod with "KHA" cap set at the end of said curve in the east line of a tract of land described in Deed to the State of Texas recorded in Clerk's File No. 95-0067686, Land Records of Collin County, Texas; said point being the northwest corner of said State of Texas tract recorded in Clerk's File No. 92-0048067;

North $01^{\circ} 26' 09''$ East, a distance of 10.21 feet to a $5/8''$ iron rod with "KHA" cap set for corner at the beginning of a non-tangent curve to the right having a central angle of $02^{\circ} 22' 30''$, a radius of 8591.75 feet, a chord bearing and distance of South $88^{\circ} 03' 19''$ West, 356.13 feet; said point being the northeast corner of said State of Texas tract recorded in Clerk's File No. 95-0067686, Land Records of Collin County, Texas; from

said point a 1/2" iron rod found bears North 14° 32' West, a distance of 1.1 feet and a 1/2" iron rod found bears South 01°51' East, a distance of 0.6 feet; In a Southerly direction with said curve to the right, an arc distance of 356.16 feet to the **POINT OF BEGINNING** and containing 24.094 acres or 1,049,554 square feet of land.

The bearings system for this survey is based on a bearing of North 02° 12' 34" East, according to General Warranty Deed to Murphy Plaza, LLC, recorded in Instrument No. 20070423000540170, Official Public Records of Collin County, Texas.

Exhibit B
Development Conditions



ZONING FILE NO. 2011-02

**Northwest Quadrant
FM 544 and North Murphy Road (FM 2551)**

PLANNED DEVELOPMENT CONDITIONS

- I. Statement of Intent:** The intent of this Planned Development District is to provide high quality retail development that is generally consistent with the Comprehensive Plan.
- II. Statement of Purpose:** The purpose of this Planned Development District is to ensure that any development that occurs within the area designated by this Planned Development encourage the following uses.
- Larger anchor uses
 - Grocery Store
 - Family, sit-down restaurants
 - Upscale retail shops
 - Individual pad site uses
- III. Statement of Effect:** This Planned Development shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 04-05-610, as amended, except as specifically provided herein.
- IV. General Regulations:** All regulations of the R (Retail) District set forth in Section 29 of the Comprehensive Zoning Ordinance are included by reference and shall apply except as otherwise specified by this ordinance.
- V. Development Plans:**
- A. Concept Plan: Development shall be in general conformance with the approved concept plan set forth in Exhibit C; however, in the event of conflict between the concept plan and the conditions, the conditions shall prevail.
- B. Landscape Plan: Development shall be in general conformance with the approved landscape plan set forth in Exhibit D; however, in the event of conflict between the landscape plan and the conditions, the conditions shall prevail.
- C. Signage Plan: Development on Lot 1 shall be in general conformance with the approved signage plan as set forth in Exhibit E; however, in the event of conflict between the signage plan and the conditions, the conditions shall prevail.
- D. Concept Plan, Landscape Plan, and Signage Plan approval shall be for a period of one year from the date of City Council action on the plan. If within that one-year period a site plan has been submitted for a portion of the development, then the Concept Plan shall be deemed to have no expiration date. However, if no site

EXHIBIT B

plan has been submitted for at least of portion of the development, then the Concept Plan shall be valid for a period of one year from the date of adopting ordinance. Site plans shall be valid for a period of one year from the date of City Council action on the plan.

- E. Site Plan: Before development can begin, a site plan shall be submitted in accordance with the requirements set forth in Chapter 86, Article II, Division 7 of the City of Murphy Code of Ordinances. The site plan may be for all or any part of the land within the Planned Development District.

VI. Specific Regulations:

- A. Permitted Uses: The following uses shall be permitted.

1. Amusement Services (Indoors) (SUP)
2. Antique Shop
3. Art Dealer/Gallery
4. Artist Studio
5. Automotive Driving School (SUP)
6. Bakery (Retail)
7. Bank or Credit Union (one free standing only) (SUP)
8. Barber/Beauty Shop
9. Barber/Beauty Shop College (SUP)
10. Book Store
11. Cafeteria
12. Church/Place of Worship
13. Civic Club
14. Clinic (Medical)
15. Computer Sales
16. Confectionery Store (Retail)
17. Department Store
18. Dinner Theatre (SUP Only)
19. Electronics (Retail)
20. Financial Services (Advice/Invest)
21. Florist
22. Food or Grocery Store (SUP)
23. Furniture Sales (Indoor)
24. Governmental Building (Municipal, State or Federal)
25. Hardware Store
26. Health Club (Indoors)) (SUP Only)
27. Home Improvement Center (SUP)
28. Insurance Agency Offices
29. Laundry/Dry Cleaning (Drop Off/Pick Up Only)
30. Library (Public)

EXHIBIT B

31. Motion Picture Theatre
32. Museum (Indoors Only)
33. Non-Profit Activities By Church
34. Offices (Brokerage Services)
35. Offices (Health Services)
36. Offices (Legal Services)
37. Offices (Medical Office)
38. Offices (Professional)
39. Pet Shop/Supplies
40. Pharmacy (SUP)
41. Photo Studio
42. Photocopying /Duplicating
43. Real Estate Offices
44. Restaurant
45. Restaurant (Drive-In/Drive Thru) (SUP Lot 4 only, see Exhibit C)
46. Retail Store
47. School, (K-12) (Public)
48. School, Vocational
49. Skating Rink (Ice)
50. Tailor Shop
51. Theatre (Live Drama)
52. Travel Agency

The following uses shall be permitted as part of a Retail Store exceeding 100,000 square feet (along with other uses customarily included in such large scale Retail Stores):

1. Alcoholic Beverage Retail Sales (subject to the requirements of Chapter 10 of the City of Murphy, Texas Code of Ordinances)
2. Automatic Teller Machines (ATMs)
3. Bank or Credit Union
4. Bike Sales and/or Repair
5. Food or Grocery Sales
- 4-6. Garden Shop
- 5-7. Handicraft Shop
- 6-8. Lawnmower Sales and/or Repair
- 7-9. Needlework Shop
- 8-10. Plant Nursery (Retail Sales/Outdoor Storage)
- 9-11. Video Rental/Sales
- 10-12. Temporary Outdoor Retail Sales/Commercial Promotion

B. Area Regulations:

1. Minimum Size of Lot/Tract: There shall be no minimum lot/tract areas required.
Minimum Lot/Tract Width: 170 feet.
2. Minimum Lot/Tract Depth: There shall be no minimum lot/tract depth required.

EXHIBIT B

3. Pad Sites: The maximum number of pad sites allowed along FM 544 shall be ~~two (2)~~ one (1). The maximum number of pad sites allowed along North Murphy Road (FM 2551) shall be ~~three (3)~~ two (2).

C. Parking, Driveways and Sidewalks:

1. Parking areas shall not be permitted within any landscape buffer strip.
2. Fire lanes, driveway, loading areas and access easements shall be paved in accordance with the minimum design standards of the City of Murphy codes and ordinances.
3. The number of required parking spaces for a Retail Store with a floor area greater than 100,000 square feet located on Lot 1 shall be as shown on Exhibit C. The number of required parking spaces for all other uses and lots shall be dependent upon the use and shall meet the requirements of the City of Murphy Comprehensive Zoning Ordinance.
4. No required parking space may be occupied by signs, merchandise, or display items at any time except by specific 30 day permit.
5. A special "signature" paving treatment shall be established as shown on the approved concept plan (Exhibit C). Appropriate locations for the special paving treatment shall include street intersections, pedestrian crosswalks and driveway openings.
6. Sidewalks along FM 544 and Murphy Road (FM 2551) shall be 8 feet in width.
7. Parking spaces for Lot 1 Block A shall be no less than 800 spaces, to allow additional ingress/egress on the pedestrian walkways.

D. Loading and Unloading

1. Truck loading berths and apron space shall only be required for space that totals 30,000 square feet or more and shall not be located on the street side of any building.
2. Truck loading berths shall not be located within any required setback or landscape buffer strip.

E. Minimum Exterior Construction Standards, Building Materials and Design. Exterior Construction and Design Requirements shall comply with the standards set forth in Chapter 28, Code of Ordinances, except as provided below.

EXHIBIT B

1. All structures, including all building elevations, shall be constructed utilizing a unified design that is substantially consistent with the approved Exterior Elevation Plan.
 2. All exterior elevations shall utilize a unified design. The following masonry materials shall be allowed:
 - a. Brick
 - b. Cast Stone
 - c. Scored & Textured concrete tilt wall
 - d. EIFS and Stucco (limited to no more than 12% total)
 - e. Integral-color split-face CMU
 - f. Stone/simulated stone
 3. The use of primary or garish colors shall not be predominately used on the exterior façade of any structure. Corporate identities shall be allowed with owner review and approval.
 4. Stand fans, skylights, cooling towers, communication towers, satellite dishes, vents, and any other structures or equipment, whether located on the roof or elsewhere, shall be architecturally compatible or effectively shielded from view from any immediately adjacent public dedicated street by an architecturally sound method.
 5. Each commercial building, complex of buildings or separate commercial business enterprise shall have a trash bin on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, handling, moving, storing, removing and disposing of all waste materials must be housed or screened from view.
 6. In all cases, mechanical equipment on roofs and outcroppings shall be clad by a like building material or painted with a color scheme similar to the principal structure walls or roof.
 7. The maximum height of buildings on the project is 40 feet.
 8. Stone must be incorporated at a minimum of 15% in the exterior elevation on the front and both sides (east and west) of the proposed store. Also, stone shall incorporate the base of the proposed Lot 1 monument sign.
- F. Landscape Standards. Landscaping shall comply with the standards set forth in Chapter 28, Code of Ordinances, except as provided below.

EXHIBIT B

1. Landscaping shall generally be as shown on the approved Landscape Plan (Exhibit D). Landscaping shall be required on all developments within the Planned Development District and shall be complete prior to the issuance of any certificate of occupancy for the specific development. An automatic underground irrigation system shall be installed and maintained for all required landscaping and shall be in place and operable at time of planting.
2. A landscape buffer shall be provided a minimum of 20 feet in depth, with an average depth of 25 feet adjacent to the right-of-way of FM 544 and a minimum 25 feet in depth adjacent to Murphy Road (FM 2551). No parking may be placed within any landscape buffer. Pedestrian easements and sidewalks may be located within a landscape buffer.
3. A landscape buffer shall be provided for an average of fifteen (15) feet in depth adjacent to the Southern Pacific /DART Railroad right-of-way.
4. **Parking Lots**
 - a. A minimum percentage of the parking area shall be landscaped according to the following requirements. Such landscaping shall be distributed within the parking area, occurring within medians, islands, or peninsulas. All such landscape areas shall be protected by concrete curbing or other acceptable devices which prohibit vehicular access to landscaped areas. Bumper overhang shall not be included as part of required landscaping. A permeable area no less than six (6) feet by six (6) feet shall be provided surrounding each tree located in a surface parking area.
 1. A total of five (5) percent of the interior of the entire parking lot regardless of location, shall be landscaped. One large tree or three (3) ornamental trees from the Plant List, shall be provided for each twelve (12) parking spaces, and planted within the five (5) percent area. Trees shall be distributed so that bays of parking spaces shall not exceed twenty (20) spaces in length.
 2. An additional 7% open space shall be provided. This 7% will be for the entire development and not necessarily on a lot by lot basis. The 7% area will consist of two or more of the following amenities:
 - a. Pedestrian walkways
 - b. Benches
 - c. Gazebo

EXHIBIT B

- d. Constant level pool
- e. Landscape material
- f. Hardscape
- g. Pedestrian lighting

- ~~5. More trees in the landscape area by Sonic and in the landscape area behind Lots 2, 3, and 4 of Block A.~~
- 3. Enhanced tree density shall be provided in landscape areas at the rear lot line of Lots 2, 3, and 4 of Block A and adjacent to the side lot line of Lot 1R, Block A Walgreens - FM 544 Addition as shown on Exhibit D.
- ~~6. No Bermuda grass under trees, use mulch and/or groundcover.~~
- 4. Areas beneath trees shall be mulched or planted with groundcovers other than Bermuda grass.
- ~~7. Detention pond shall have easy maintainable grass.~~
- 5. Low maintenance grasses shall be used for the detention pond.

G. Screening. Screening shall comply with the standards set forth in Chapter 28, Code of Ordinances, except as provided below.

- 1. All screening at the rear (north) of the property will be a live screen where required. Plant materials shall conform to the standards of the approved plant list in Section 50 and the current edition of the "American Standard for Nursery Stock" (as amended), published by the American Association of Nurserymen.
- 2. All truck docks/loading areas for anchor stores shall be screened from view through the use of 8 foot high masonry walls (which are the same colors and materials as main building). All truck docks/loading areas for pad sites shall be screened from view through the use of 8 foot high masonry walls (which are the same colors and materials as the main building) and shall have living screens (eight foot height and at least 75 percent density within three years of planting).
- 3. Outside seasonal displays shall be permitted within the Planned Development District. Outside storage shall not be permitted with the Planned Development District.
- 4. The back northeast corner of Lot 1, Block A shall be screened with evergreen type trees, preferably live oaks and magnolias, ~~and additional number of trees as shown on Exhibit D.~~
- 5. The stacking racks at the rear of the Garden Center shall be screened with black ornamental fence.

H. Site Lighting: Lighting shall comply with the standards set forth in Chapter 28, Code of Ordinances, except as provided below.

EXHIBIT B

1. Site lighting fixtures used along entrance driveways and parking areas shall be uniform and a consistent design within the development. Lighting standards for illuminating these areas shall be no taller than 30 ft. high. However, the height of all light standards shall be subject to review of the lighting plan during the Site Plan review.

I. Signage and Graphics. Signage will comply with the standards set forth in Chapter 28, Code of Ordinances, except as provided below.

1. General

- a. Monument signs All signage for Lot 1 the Planned Development District shall be allowed as shown on the approved Signage Plan (Exhibit E).
- b. Single Tenant Monument Signs-One (1) monument sign shall be allowed on each pad site and shall be limited to a maximum sign area of 40 square feet and a maximum structure area of 80 square feet.
- ~~c. Shopping center signs-Two (2) shopping center signs shall be permitted as shown on the approved Signage Plan (Exhibit E). Each shopping center sign shall be limited to a maximum sign area of 300 square feet and a maximum structure area of 500 square feet.~~

2. Single Tenant Monument Signs

- a. Monument signs shall identify individual tenants or uses within a pad site. Monument signs shall be a maximum of seven (7) feet tall.
- b. All single tenant monument signs shall be double-sided, internally illuminated Plexiglas sign panels contained within a masonry structure. Single tenant monument signage may also be lit by ground mounted flood lighting or internal letter illumination either face lit or reverse channel lit.
- c. Monument signs shall be located at a set back distance of not less than eight (8) feet from the right-of-way line of any adjacent street and maybe incorporated within the landscaping area or buffer.
- d. Construction of monument signs shall include a base of material similar to the material used for buildings.

3. Shopping Center Signs

- ~~a. Shopping center signs shall be constructed at a height not to exceed thirty five (35) feet.~~
- ~~b. The base of the shopping center sign shall be located at a set back~~

EXHIBIT B

~~distance of not less than eight (8) feet from the right of way line of any adjacent street and may be incorporated within the landscaping area or buffer.~~

- ~~c. All shopping center signs shall be double sided, internally illuminated Plexiglas sign panels contained within a masonry structure. Pylon signs may also be lit by ground mounted flood lighting or internal letter illumination either face lit or reverse channel lit.~~
- ~~d. Construction of shopping center signs shall include a base of material similar to the material used for buildings.~~

4. **Temporary Marketing Signage**

- a. One (1) quality temporary marketing sign shall be permitted on the development on FM 2551 (Murphy Road) and on FM 544. These signs shall for a term of twelve (12) months from the date of installation.
- b. The maximum signage area will be 64 square feet. The maximum height shall be 8 feet.
- c. All other temporary signage specifically referred to in the Signage Criteria package or in this section shall comply with the City of Murphy standards.
- d. Temporary signs are not required to be constructed of the material used for buildings.

J. **Open Space**

- 1. All open space amenities shall use a unified design as shown on the approved Amenities Plan. Development with the Planned Development District should make a positive impact to the City by providing defined public spaces and activity centers so that varied activities are encouraged within these areas. This can be accomplished through the incorporation of open spaces that become public amenities and that provide interest within the Tract at the pedestrian level.
 - a. **Outdoor Seating.** Any establishment serving food for consumption on-premises is encouraged to provide an outdoor seating area and shall be approved with the site plan. The outdoor seating area may be included as a portion of the 7% open space requirement as stated in (b.) below.
 - b. An additional 7% of open space is required in addition to the landscape, setback, and parking lot island requirements. The additional 7% may be located adjacent to the required setbacks or landscaping at the ROW and property lines or in front or in some cases to the side of the structure. The additional open space percentage may not include the building footprint or vehicular

EXHIBIT B

parking lot. This area and associated amenities shall be approved on the site plan. At least one of the following amenities shall be located within the additional 5% open space area and count towards the required percentage.

1. Water feature, such as a fountain or detention pond with constant water level.
 2. Plaza or courtyard with art sculpture piece.
 3. Outdoor patio or gazebo with seating area.
 4. Other areas for pedestrian congregation, as may be approved on the site plan.
2. Outside seasonal displays shall be permitted within the Planned Development District. Outside storage shall not be permitted within the Planned Development District.

VII. Special Regulations:

- A. Right Turn Deceleration Lanes: A right turn deceleration lane shall be required for the median divided driveway on FM 544 at the time construction begins on any pad site along FM 544. A right turn deceleration lane shall be required for the south driveway on FM 2551 (North Murphy Road) at the time construction begins on any pad site along FM 2551 (North Murphy Road).
- B. Utility Power Lines: New utility distribution and service lines for individual business establishments, buildings, signs and for any other site development features shall be placed underground.
- C. Cross-Access Requirement: A joint access (i.e.-ingress, egress) easement shall be provided to minimize the number of driveway openings along FM 544 and FM 2551 (Murphy Road). The location(s) of access easement(s) shall be shown on the site plan and shall comply with the Texas Department of Transportation (TxDOT) Access Management Standards.
- D. ~~The divided median in the entrance off FM 544 is eliminated. The Lot 1, Block A ingress/egress at FM 544 shall be as shown on Exhibit C.~~
- E. Stained concrete shall be used for pedestrian entrances and walks that intersect driveways and roads.

Exhibit C
Concept Plan

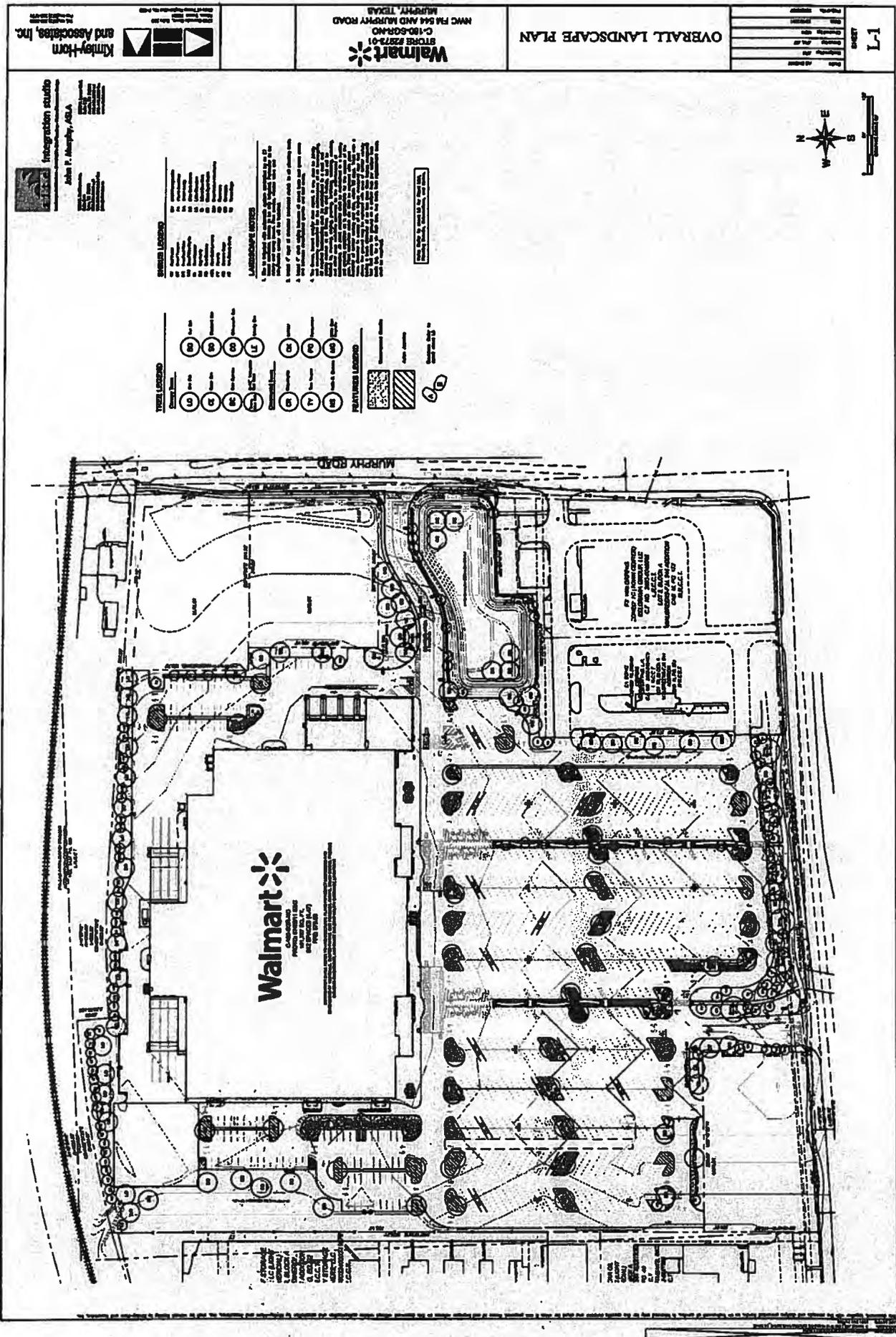


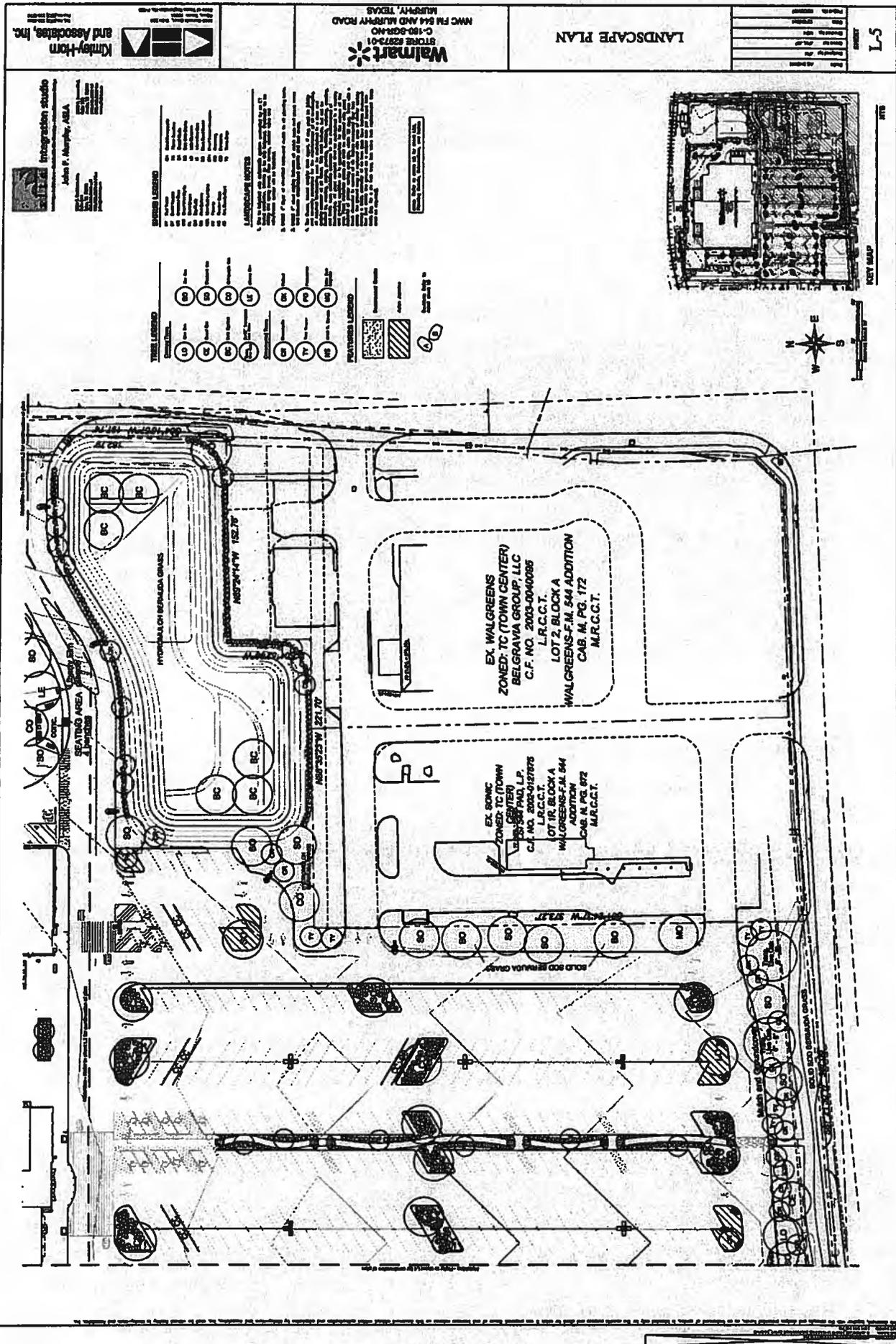
Exhibit D
Landscape Plan



2







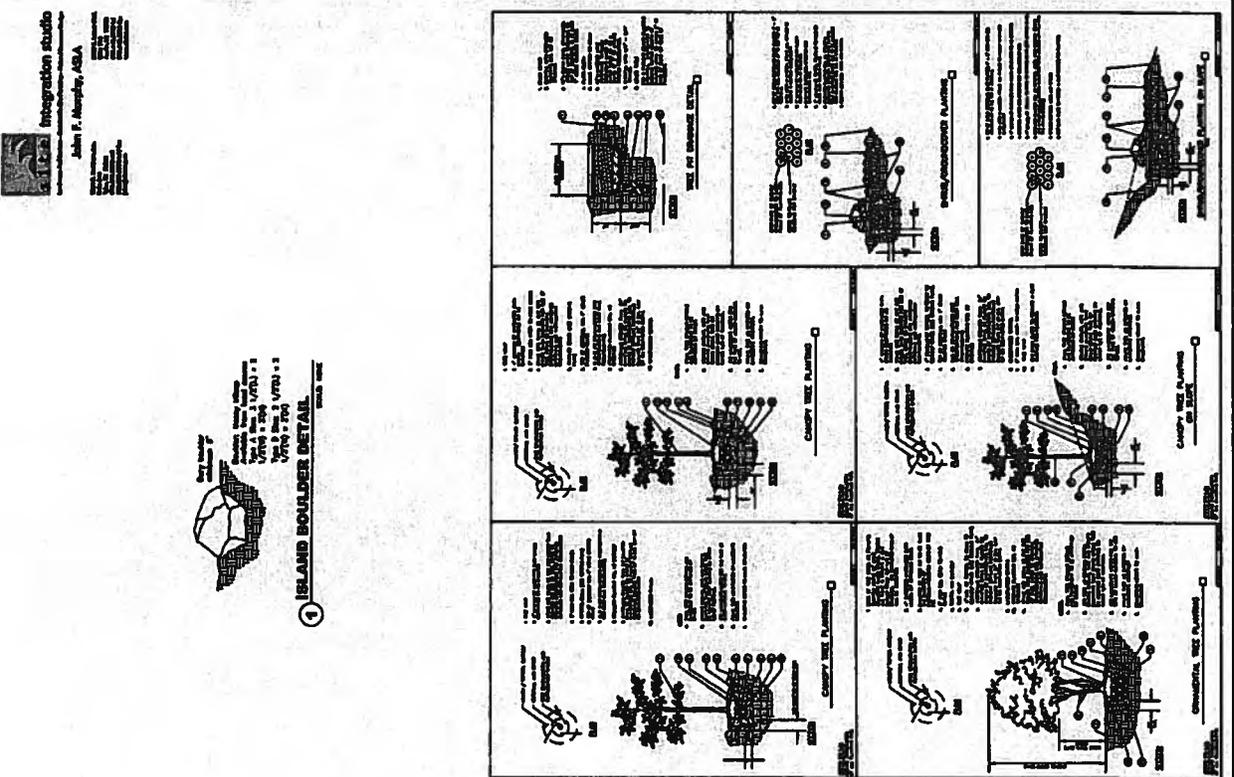


Exhibit E
Signage Plan (Lot 1)



City Council Meeting
February 19, 2013

Issue

Continue a public hearing and consider and/or act upon approval of an ordinance amending Chapter 28, Development Standards, of the Code of Ordinances.

Staff/Resource Department

Kristen Roberts – Director of Community and Economic Development

Background

On May 18, 2009, City Council adopted ordinance revising existing development standards that were previously located in the Comprehensive Zoning Ordinance and creating a new chapter (Chapter 28) in the Code of Ordinances.

On October 18, 2010, the City Council initially directed staff to review Chapter 28 with the main emphasis of potential change to sign regulations, fencing, walls and screening regulations and exterior construction standards.

On June 21, 2011, City Council reviewed new recommendations to Chapter 28 and offered feedback for staff and Planning & Zoning Commission consideration.

At the July 25, 2011 Planning & Zoning meeting, the Commission made suggested changes to the Development Standards. These changes were incorporated and included for approval at the August 22, 2011, Planning & Zoning meeting. At that meeting, following discussion and receiving no comments from the public, the Commission approved the recommendations with slight edits to the verbiage in the fence permitting section and vehicular sign definition.

At the September 6, 2011 City Council meeting, Council discussed the recommendations and additional considerations for staff review.

On June 5, 2012, City Council considered and approved amendments to Section 28-10. Political Signs.

Financial Considerations

N/A

Considerations

Attached are recommended revisions to the development standards listed in Chapter 28.

1. Highlighted areas are recommended additions and edits as detailed on the Recommendations Comparison chart.

City Council Meeting
February 19, 2013

2. Since the last discussion, in addition to Chapter 28 review, staff has identified other areas within Code that should be considered at a subsequent hearing, Planning & Zoning and then City Council. These other identified areas of research include but are not limited to:
 - a. Hookah lounges
 - b. Solar panels
 - c. Enhanced overnight parking restrictions
 - d. Human Signs
 - e. Accessory Buildings/Structures (all sections)

Staff Recommendation

Staff recommends approval of an ordinance amending Chapter 28, Development Standards, of the Code of Ordinances.

Attachments

Chapter 28 - Development Standards – with highlighted revisions
Recommendations Comparison
Ordinance

“ARTICLE I. SIGNS

Section 28-1. Purpose.

Signs use private land and the sight lines created by the public rights-of-way to inform and persuade the general public by publishing a message. This section provides standards for the erection and maintenance of private signs. All private signs not exempted as provided below shall be erected and maintained in accordance with these standards. The general objectives of these standards are to promote health, safety, welfare, convenience and enjoyment of the public, and, in part, to achieve the following:

- (A) Safety. To promote the safety of persons and property by providing that signs:
 - (1) Do not create a hazard due to collapse, fire, collision, decay or abandonment;
 - (2) Do not obstruct firefighting or police surveillance; and
 - (3) Do not create traffic hazards by confusing or distracting motorists, or by impairing the driver's ability to see pedestrians, obstacles or other vehicles, or to read traffic signs.
- (B) Communications efficiency. To promote the efficient transfer of information in sign messages by providing that:
 - (1) Businesses and services may identify themselves;
 - (2) Customers and other persons may locate a business or service;
 - (3) No person or group is arbitrarily denied the use of the sight lines from the public right-of-way for communication purposes; and
 - (4) Persons exposed to signs are not overwhelmed by the number of messages presented, and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.
- (C) Landscape quality and preservation. To protect the public welfare and to enhance the appearance and economic value of the landscape by providing that signs:
 - (1) Do not interfere with scenic views;
 - (2) Do not create a nuisance to persons using the public rights-of-way;
 - (3) Do not constitute a nuisance to occupancy of adjacent and contiguous property by their brightness, size, height or movement;
 - (4) Are not detrimental to land or property values; and
 - (5) Contribute to the special character of particular areas or districts within the city, helping the observer to understand the city and orient oneself within it.

Section 28-2. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section. Terms not defined herein shall have the meaning assigned to them in the Building Code. Terms not defined herein or in the Building Code shall have the meaning customarily assigned to them by the dictionary.

Activity means any person, business, organization or other entity.

Awning means a roof-like structure, temporary in nature, which is not an integral structural part of and is accessory to the building which it serves and is retractable, collapsible or capable of being folded.

Building means a structure which has a roof supported by walls for the shelter, support or enclosure of persons, animals or chattel.

Canopy means a projecting roof-like covering which is a permanent and integral part of the building's structure.

Character means any letter of the alphabet or any numeral.

City means the City of Murphy, Texas.

Commission means the Plan Commission of the City of Murphy.

Expressway means any public right-of-way designated as an expressway or freeway by the ordinances or resolutions of the City of Murphy, as amended.

Facade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in the directions within forty-five (45) degrees of one another, they are to be considered as part of a single facade.

Height, as applied to a sign, shall be measured as the vertical distance between the highest part of the sign or its supporting structure, whichever is higher, and the average grade within 5 feet of any part of the sign.

Intersection means the junctions of the centerlines of any two (2) public rights-of-way, other than alleyways, crossing at grade, or, where the crossing is separated at grade, the intersection shall be the point at which expressway travel pavements converge or diverge, or the point at which any expressway interchange ramp intersects the expressway travel pavement.

Luminance means the brightness of a sign or a portion thereof expressed in terms of foot candles. For the purpose of this chapter, luminance shall be determined by the use of an exposure meter calibrated to standards established by the National Bureau of Standards and equipped with a foot candles scale.

Occupancy is the purpose for which a building is used or intended to be used. The term shall also include the building or room housing such use. Change of occupancy is not intended to include change of tenants or proprietors.

Parapet is a low wall or railing which protects the edge of a roof, porch or terrace.

Roofline means the ridge line or the highest portion which is the highest part of a roof.

Setback means the required distance between any point on private land and the nearest point at the edge of the nearest public right-of-way, other than an alley. Where a public way crosses a railroad right-of-way, the setback distance is to be measured from the public right-of-way line extended across the railroad right-of-way.

Sign means any device, flag, light, figure, mural, painting, picture, letter, word, message, symbol, plaque or poster visible from outside the site on which it is located and designed to inform or attract the attention of persons not on that premise, excluding those lights and landscape features which display no words or symbols, and temporary holiday decorations.

Sign area, for freestanding signs, means the area enclosed by the minimum imaginary rectangle of vertical and horizontal lines which fully contains all extremities of the sign, exclusive of its supports. This rectangle is to be calculated from an orthographic projection of the sign viewed horizontally. A viewpoint for this projection is to be taken which gives the largest rectangle of that kind, as the viewpoint is rotated horizontally around the sign. If elements of the sign are movable or flexible, such as a flag or string of lights, the measurement shall be taken when the elements are fully extended and parallel to the plane of view. The sign area for attached signs shall mean the sum of the areas of the minimum imaginary rectangles enclosing each word attached to any particular facade. This definition shall also apply to signs which are composed solely of words which identify a premise and which are attached to freestanding walls not over six (6) feet in height.

Sign, attached means any sign attached to, applied on, or supported by any part of a building (including canopy fascia, walls and awnings) which encloses or covers usable space.

Sign band means an architectural element expressly designed to accommodate attached signs on a building.

Sign copy. See definition of "Sign."

Sign, directional means an off-premise sign the content of which is limited exclusively to the identification of a specific site, activity or occupancy located elsewhere, and which tells the location of or route to that site, activity or occupancy.

Sign, freestanding means any detached sign connected to the ground which is not an attached, portable or vehicular sign.

Sign, illegal means any sign that was erected in violation of any sign regulation applicable at the time of erection of such sign. Any sign which does not comply with the provisions of this Article, or which is not deemed as a nonconforming sign by the Building Official shall be considered an illegal sign.

Sign, illuminated means any sign which is directly lighted by any electrical light source, internal or external. This definition shall not include signs which are illuminated by street lights or other light sources owned by any public agency or light sources which are specifically operated for the purpose of lighting the area in which the sign is located rather than the sign itself.

Sign, kiosk is a freestanding sign located within any public right-of-way that features a City of Murphy identification panel at the top of each structure and displays directional information to subdivisions, homebuilders, new homes and municipal facilities and parks.

Sign, marquee means any sign which has interchangeable letters (plastic, metal, magnetic, etc.) and these individual letters are changed manually.

Sign, monument means any permanent low profile sign built on a monument base, solid from the ground up, which has no clear space for the full width of the sign between the bottom of the sign and the ground and is not an attached, portable or vehicular sign. Pole(s) or support(s) must be concealed.

Sign, movement control means a sign which directs vehicular or pedestrian movement within or onto the premise on which the movement control sign is located.

Sign, nonconforming means any sign erected legally and in compliance with all sign regulations applicable at the time of erection, but which does not comply with the provisions of this Article. It shall be the burden of the owner of a nonconforming sign to prove that the sign was erected legally and in compliance with all sign regulations applicable at the time of its erection.

Sign, off-premise means any sign which is not an on-premise sign.

Sign, on-premise means any sign the content of which relates to the site on which it is located, referring exclusively to the name, location, products, persons, accommodations, services or activities of or on those sites, or the sale, lease or construction of those sites.

Sign, pole means a permanent freestanding pole sign, utilizing either a monopole or dual pole design.

Sign, political means any type of non-premise sign which refers only to the issues or candidates involved in a political election.

Sign, portable means a sign which is easily moved from one location to another, including signs which are mounted on skids, trailers, wheels, legs or stakes and which are not fixed permanently to the ground, and which is not an attached sign, political sign, vehicular sign or a sign which refers solely to the sale or lease of the premises.

Sign, projecting means any attached sign, other than an awning or canopy, which projects perpendicular from a building and which has one (1) end attached to the building.

Sign, protective means any sign which is commonly associated with safeguarding the permitted uses of the occupancy, including, but not limited to, "Bad Dog," "No Trespassing," and "No Solicitors."

Sign, special purposes means a sign temporarily supplementing the permanent signs on a site.

Sign, temporary means any sign that is used only temporarily and is not permanently mounted or affixed to any structure or to the ground.

Sign, vehicular means any sign on a vehicle moving along the ground or on any vehicle parked temporarily, incidental to its principal use for transportation. This definition shall not include signs which are being transported to a site of permanent erection, bumper stickers, magnetic signs not to exceed four square feet, any signs attached to or painted onto a personal vehicle which exceed four square feet, taxicab signs, or delivery vehicle signs so long as the vehicle is shielded from public view when stored or stopped and otherwise does not park at any one location longer than reasonably necessary to make a delivery or if the vehicle is primary transportation for a resident and the vehicle is parked in the driveway of the resident.

Sign, window means a sign posted, painted, placed, or affixed in or on a window exposed to public view. An interior sign that faces a window exposed to public view and located within three (3) feet of the window is considered a window sign for the purpose of calculating the total area of all window signs.

Site means a building which houses a single activity and the contiguous grounds and parking areas which exclusively service that building or any number of activities housed by a single building or multiple buildings which share common egress or ingress from a public street or right-of-way.

Street means a public right-of-way utilized by the public and shall include such terms as avenue, drive, circle, road, boulevard, highway, but shall not include alleys.

Thoroughfare means any public right-of-way which is eighty (80) feet in width or greater designated as a thoroughfare by the City by ordinance or resolution.

Wind device means any flag, banner, pennant, streamer or similar device that moves freely in the wind. All wind devices are considered to be signs, and are regulated and classified as attached or detached by the same rules as other signs. Heavier-than-air inflatable must be firmly tethered to the ground and shall not exceed a maximum of 35 feet in height from the ground. Feather signs are considered wind device signs and shall not exceed 15 feet in height.

Word: For the purpose of this chapter, one word shall be deemed to be any of the following:

- (A) Any word in any language found in any standard unabridged dictionary or dictionary of slang.
- (B) Any proper noun or any initial.
- (C) Any separate symbol or abbreviation, such as "&," "\$," "%," and "Inc."
- (D) Any telephone number, street number or commonly used combination of numerals and/or symbols such as "\$5.00" or "50%."
- (E) Any symbol or logo which is a registered trademark, but which itself contains no word or character.

- (F) Otherwise, each separate character is considered to be a word.

Zoning district, business means any zoning district designated other than residential zoning by the Comprehensive Zoning Ordinance of the City of Murphy, Texas, as amended.

Zoning district, residential means any zoning district designated as a residential district in the Comprehensive Zoning Ordinance as amended.

Section 28-3. General provisions.

(A) All signs erected or maintained pursuant to the provisions of this chapter shall be erected and maintained in compliance with all applicable state laws and with the Building Code, Electrical Code and other applicable ordinances of the City. In the event of conflict between this chapter and other laws, the most restrictive standard applies.

(B) No sign shall be erected, maintained, placed or otherwise situated in such a manner so as to obstruct or interfere with the minimum sight line standards.

Section 28-4. Imitation of traffic and emergency signs prohibited.

No person shall cause to be erected or maintained any sign using any combination of forms, words, colors or lights which imitate standard public traffic regulatory, emergency signs or signals.

Section 28-5. Roof signs.

No sign shall project above the roofline or be attached to a roof of a building.

Exceptions:

- (A) Signs may be placed on the first 30" above the roof on a parapet or similar projection which is continuous on two or more sides of the structure.
- (B) Signs may be placed a maximum of 10 feet above the roof on a parapet or similar projection which is continuous on three or more sides.
- (C) Signs shall not project above any portion of a parapet or similar projection.

Section 28-6. Signs in rights-of-way prohibited.

Except as specifically authorized in this Chapter, no sign shall be erected or affixed within or project over any public right-of-way or across the public right-of-way line extended across a railroad right-of-way. This section shall not be construed so as to prohibit the carrying or displaying of signs by any person so long as such sign is not connected or affixed to the real property comprising the public right-of-way, its fixtures and appurtenances. Homeowners' Association and Crime Watch meeting and alert may have signs projecting over the public right-of-way. Both the person who erected or affixed the sign and the person or business who benefits from the placement of the sign shall be responsible for the illegally placed sign.

Section 28-7. Signs on public property.

Except as specifically authorized in this Chapter, no person shall attach any sign, paper, or other material or paint, stencil, or write any name, number or otherwise mark any sidewalk, curb, gutter, street, tree, utility pole, traffic sign, traffic light standard, public building, public fence, or public structure. This section shall not prohibit the posting of governmental signs or the painting or attaching of street address numbers to curbs. Both the person who erected or affixed the sign and the person or business who benefits from the placement of the sign shall be responsible for the illegally placed sign.

Section 28-8. Floating sign prohibited.

Signs consisting of lighter-than-air or floating devices are prohibited.

Section 28-9. Portable signs prohibited.

Portable signs are prohibited.

Section 28-10. Political signs. (Section Amended by Ordinance No. 12-06-915, June 5 2012)

Political signs regarding an issue or candidate in an election may be erected on private property without limit as to number; provided, that such signs comply with other applicable requirements of this chapter, and provided further, that the owner or occupant of the property on which sign is displayed shall comply with the following regulations:

- (1) Political signs must comply with state law and are prohibited from:
 - a. Having a surface area greater than 36 square feet;
 - b. Being more than eight feet in height;
 - c. Being illuminated; or
 - d. Having moving elements.
 - e. Being located in center medians or within 15 feet of any stop sign / traffic light.
 - f. Being placed on private property without the permission of the property owner.
 - g. All candidate signs must be removed within 2 days after the conclusion of the election.
 - h. Being placed on City of Murphy owned property except:

1) Along the south entrance of the Municipal Complex. Signs may be placed on the south side of this driveway beginning 10 days prior to early voting. The sign placement area shall be between the Customer Service Utility Payment Drive area and the right of way at Murphy Road.

2) The total sign area of a candidate on City of Murphy owned property may not exceed 16 square feet.

3) On Election Day, candidates and/or supporters may place campaign signs in the east lawn across from the City Hall south parking lot, as long as they are outside the mandated election boundary lines.

(2) The City may remove any sign that is not in compliance with any of the above regulations.

(3) Political signs must comply with all laws and regulations regulating the placement, location, and site visibility triangle which relates to all signage.

Section 28-11. Special Purpose Signs

(A) Flags, emblems and insignia of a governmental entity are allowed.

(B) Special purpose, temporary construction signs denoting the architect, engineer, contractor, subcontractor or financier and temporary signs denoting the future location of a particular business, retail center or institution are allowed one such construction sign and one such future location sign per street adjacent to the construction site or future location site. No such sign shall exceed thirty-two (32) square feet in area nor extend higher than fifteen (15) feet as measured from ground level; provided, that such signs are located on the premises where construction or location being advertised is or will be occurring. Such signs shall be removed upon issuance of a Certificate of Occupancy.

(C) Special purpose freestanding signs for the purpose of identifying the location of or direction to subdivisions or major home builder sites are allowed. Such signs shall be on-premise and shall not exceed thirty-two (32) square feet in area, nor extend more than ten (10) feet in height, or when located adjacent to a screening wall shall not extend more than fifteen (15) feet in height. A home builder with twenty-five (25) lots or more qualifies as a major home builder. One such sign may be allowed for subdivisions, major home builders, sites or developments of thirty (30) acres, or less. One additional sign shall be allowed for each additional thirty (30) acres. Permits for such signs may be granted for a maximum period of ~~six~~ **12 month** intervals, with such signs being removed upon ninety (90) percent completion of the project. No such sign shall be located closer than one hundred (100) feet to a residential dwelling not within the subdivision.

(D) Off-premise, special purpose freestanding directional signs for the purpose of identifying the location of or direction to a subdivision within a residential zoning district are allowed under the following conditions:

- (1) Such signs shall not advertise any site located outside the city limits of Murphy, Texas;
 - (2) Such signs shall be located within a one (1) mile radius of the subdivision to which it pertains and shall not be located closer than one hundred (100) feet to a residential dwelling;
 - (3) Such signs shall not exceed one hundred (100) square feet in area, nor extend more than fifteen (15) feet in height;
 - (4) The maximum number of such signs shall not exceed one (1) sign per fifty (50) lots, or fraction thereof, nor a maximum of two (2) signs per subdivision;
 - (5) No such off-premise, special purpose freestanding directional sign shall be erected closer than one hundred (100) feet from any other off-premise sign on the same side of the thoroughfare;
 - (6) Permits for such signs may be granted for maximum intervals of twelve (12) months each with such signs being removed when ninety (90) percent of the lots within the subdivision have been developed.
- (E) Wind devices, heavier-than-air inflatable, and similar special purpose signs promoting a single-family subdivision or multi-family complex shall be allowed a maximum single use period not to exceed ~~sixty (60)~~ **fifteen (15)** days, with a minimum period between permits of ~~sixty (60)~~ **thirty days (30)** and a maximum number of three (3) permits per year for a given subdivision or complex.
- (F) Wind devices, heavier-than-air inflatables, and similar special purpose signs promoting a retail or commercial establishment or center shall be allowed a maximum single use period not to exceed ~~sixty (60)~~ **seven (7)** days with a minimum period between permits of **fifteen (15) days** and a maximum number of three (3) permits per year for a given establishment or center.
- (G) Signs that advertise sales, specials, grand openings, or other goods or services available within an establishment may be placed in windows using water soluble paint, appliques or other temporary and removable means provided that no such window sign may:
- (1) Be located on the window surface in any manner that obscures more than twenty five percent (25%) of the visible window area available in the absence of any signs; and
 - (2) Remain in place more than ~~60 days~~ **30 days** in any six month period.

Section 28-12.Movement control signs.

Movement control signs may be erected at any activity or on any site, other than a single-family or duplex premise; may be attached or freestanding, and may be erected without limit as to number; provided, that such signs shall comply with other applicable requirements of this chapter; and:

- (A) Freestanding movement control signs shall not exceed six (6) square feet in effective area and shall not exceed three (3) feet in height.
- (B) If a movement control sign is an attached sign, the letters shall not exceed four (4) inches in height and the sign area shall not exceed six (6) square feet.
- (C) The signs must contain no advertising or identification message.

Section 28-13. Protective signs.

A site may not contain more than two (2) protective signs and one (1) additional protective sign per site for every 450 linear feet abutting a public street, in accordance with the following provisions:

- (A) Each sign shall not exceed one hundred (100) square inches in area;
- (B) Freestanding signs shall not exceed two (2) feet in height;
- (C) Letters shall not exceed four (4) inches in height.

Section 28-14. Sale or lease signs.

A site may contain on-premise attached or freestanding signs for the purpose of advertising the sale or lease of the real property on which such sign is located, subject to the following provisions:

- (A) Signs advertising the sale or lease of residential property shall not exceed eight (8) square feet in area nor five (5) feet in height. The number of such signs shall be limited to one (1) per lot or complex where such lot or complex abuts one (1) street; one (1) additional sign shall be allowed for each additional street.
- (B) Signs advertising the sale or lease of a business property shall not exceed sixteen (16) square feet in area or eight (8) feet in height.
- (C) Permits for such signs may be granted for a maximum period of twelve month intervals.

Section 28-15. Vehicular signs.

Vehicular signs are prohibited.

Section 28-16. Kiosk Signs

Kiosk Signs provide a uniform, coordinated method of providing homeowners, developers and municipalities a mean of utilizing directional signs, while minimizing the negative impacts to the City and its residents. Kiosk Signs shall be used for homebuilder, developer and subdivision directional signage. Kiosk Signs shall also provide service to the public on directions to municipal facilities and parks.

Kiosk Signs must meet the following regulations:

(A) Procedures for Installing a Kiosk Sign

- (1) The City Council may, pursuant to a duly executed services contract, grant to a person or company (a “Contractor”) the right to design, erect, and maintain Kiosk Signs within Murphy and administer the Kiosk program as set forth by that contract.
- (2) Kiosk Signs shall be constructed, installed and maintained by the City or a Contractor authorized by the City under a contract and may be moved or removed at any time by a decision of the City Council.
- (3) Once a services contract is approved by City Council, the Contractor shall submit a map, elevations, and any other documentation deemed necessary by city staff, showing the location and design of the proposed Kiosk Signs to the City Manager or his designee. Upon review of the map, elevations, and any other applicable documentation, the City Manager shall make a recommendation to City Council as to whether the location and design of the proposed Kiosk Signs should be approved, denied, or modified.
- (4) City Council may approve, deny, or approve with modifications the location and design of the proposed Kiosk Signs as shown on the map, elevations, and other applicable documentation. Modifications include, but are not limited to, modifications of the color of, or materials used in, the sign panels. No party may erect a Kiosk Sign without City Council approval of the location and design of the kiosks.
- (5) The Contractor must comply with all permitting requirements set forth in the City’s Code of Ordinances.

(B) Location of the Kiosk Signs. Although the City Council has the authority to determine where Kiosk Signs may be located, locations must at least meet the following criteria:

- (1) The location of Kiosk Signs must not create traffic hazards. The obstruction of the visibility of motorists, pedestrians, or traffic control signs will constitute a type of traffic hazard. The City Manager or his designee shall review the location of each proposed Kiosk Sign. A Kiosk Sign shall not be installed if the City Manager or his designee determines that the location of the proposed sign would create a traffic hazard.
- (2) The location of Kiosk Signs must not interfere with the general use of, and handicap accessibility of, sidewalks, walkways, bike, and hiking trails.
- (3) The location of Kiosk Signs must not interfere with any public utilities or be located in a utility easement.
- (4) Kiosk Signs must not be located within a sight visibility triangle.
- (5) A Kiosk Sign must be located at least one-hundred (100) feet from all other Kiosk Signs, including signs located across a street from each other.
- (6) Kiosk Signs must not be located within a median.
- (7) Kiosk Signs must be located at least five (5) feet from the edge of a curb or pavement line, which includes improved surfaces and shoulders.

(C) Design of Kiosk Signs. Although the City Council has the authority to determine which designs are appropriate, designs must at least meet the following criteria:

- (1) Kiosk Signs shall be ladder type with individual sign panels of uniform height.
- (2) At least two (2) sign panels on each Kiosk Sign must provide directions to a municipal facility or provide information about an upcoming city-sponsored event.
- (3) Kiosk Signs may not exceed twelve (12) feet in height and four (4) feet in width.
- (4) Kiosk Signs must include breakaway design features as required by the Texas Department of Transportation's (TxDOT) Sign Mounting Details for Roadside Signs. Break-away fittings must be installed below grade or concealed from public view in another manner approved by City Council through the Building Inspections Department.
- (5) The font and color of the Kiosk Sign must be uniform throughout the entire sign.
- (6) Kiosk Signs shall not be illuminated.
- (7) There must be an identification panel at the top of each Kiosk Sign that displays only the name and official logo of the city.
- (8) No signs, pennants, flags, streamers, balloons or other devices or appurtenances used for visual attention may be attached to Kiosk Signs.
- (9) Phone numbers and addresses are not allowed to be displayed on the sign panels.

(D) Variances to Kiosk Sign Regulations. The City Council may authorize a variance to the Kiosk Sign procedures or regulations set forth in this Ordinance.

Section 28-17. Government signs.

Nothing in this chapter shall be construed to prevent or affect the display of a national or state flag, or to limit flags, insignia, legal notices or informational, directional or traffic signs which are legally required or necessary to the essential functions of government agencies. Nothing in this chapter shall be construed as affecting or limiting the City from displaying signs upon City rights-of-way and City property.

Section 28-18. Creation of site.

The Building Official shall not issue a permit for construction, erection, placement, or maintenance of a sign until a site is established for the sign.

Section 28-19. Presumption.

It shall be a rebuttable presumption that a sign was erected, placed, displayed or maintained by the person identified on the sign by name, address, telephone number, or other identifying characteristics, or to whose benefit the sign directly contributes.

Section 28-20. Provisions for business zoning districts.

(A) The provisions of this section apply to all signs in business zoning districts unless the sign is within twenty-five (25) feet of either a residential zoning district boundary or a public park of more than one acre.

(B) Signs within twenty-five (25) feet of either a residential zoning district boundary or a public park of more than one acre shall be governed by the provisions applicable to signs in residential zoning districts.

Section 28-21. General provisions applicable to signs in business zoning districts.

(A) In business zoning districts, no illuminated sign which has a sign area of fifty (50) square feet or less shall have a luminance greater than three hundred (300) foot candles, nor shall any such sign have a luminance greater than three hundred (300) foot candles for any portion of the sign within a circle two (2) feet in diameter. The restrictions of luminance in this section shall be determined from any other premise or from any public right-of-way.

(B) No sign or part of any sign shall flash, change its illumination or copy, rotate, move or create an illusion of movement, except that:

(1) Time and temperature informational signs which are oriented to be read from public ways may be allowed; provided, that no change of message occurs more than once each three (3) seconds or less than once each five (5) seconds.

(2) Electronic Reader boards which are oriented to be read from the public way may allowed; provided that no change of message occurs more than once every thirty (30) seconds.

(C) Marquee signs which meet all the requirements of either the attached or freestanding sign provisions are allowed.

(D) Pole signs are prohibited.

Section 28-22. ~~Freestanding~~ Monument signs – Business Districts.

Monument signs are permitted in business zoning districts as follows:

(A) Number of **monument** signs:

(1) Only one **monument** sign of any type may be erected on any **site's thoroughfare frontage, not to exceed two signs per site.**

~~(a) A site which has more than three hundred (300) feet along a single thoroughfare may have one (1) additional freestanding sign.~~

~~(b) Freestanding signs shall be allowed on each thoroughfare frontage of a site.~~

~~(c) No more than two (2) freestanding signs shall be allowed on each thoroughfare frontage of a site.~~

~~(d) In no case shall a site possess more than four (4) freestanding signs.~~

(a) Signs not exceeding sixteen (16) square feet and not exceeding six (6) feet in height are allowed for an activity providing engine fuel sales which advertise prices of fuel on premises. No activity shall have more than one such sign per street front.

(B) Setback:

(1) Freestanding signs of a sign area of fifty (50) square feet or less may be located as near as five (5) feet to the public right-of-way.

(2) No part of a freestanding sign shall be closer than twenty-five (25) feet measured radially to another freestanding sign on an adjacent sign site, nor shall any part of a freestanding sign on the same site be closer than one hundred (100) feet radially to another freestanding sign on that same sign site.

(C) Size, Height and Building Materials:

(1) No freestanding sign shall exceed fifty (50) square feet in sign area or seven (7) feet in height except as herein provided.

(2) Freestanding signs may incorporate embellishments or cut-outs; provided, that they shall not exceed twenty (20) percent of the area of the sign face and that they shall not extend beyond the sign face a distance exceeding eighteen (18) inches as measured horizontally.

(3) Every monument sign shall be required to have a minimum one half foot (1/2') foot masonry base, measured from grade level to the bottom of the sign area. Every monument sign shall be required to have a minimum six (6") inch masonry border on each side of the sign area. A minimum six (6") inch masonry cap is allowed above the sign area, however, it is not required. If the masonry cap option is not chosen, the maximum height of the sign structure shall be limited to seven (7') feet. All monument signs will require engineer sealed drawings.

Building materials and colors utilized for construction of monument bases, side borders, caps, and sign frames shall be constructed of the same materials found on the main building on the lot, unless otherwise approved by the City Council.

If the proposed sign is to be constructed on a lot with an existing building which does not contain a masonry façade, the materials used for the monument base, side borders and cap, must be stone or brick.

(D) Off-Premise Signs. Off-premise signs are prohibited.

Section 28-23.Attached signs – Business Districts.

Attached signs are permitted in business districts in accordance with the following provisions:

(A) Sign Area:

(1) The sign area of an attached sign shall have a maximum square footage of two (2) times the width of the occupant space as measured along main entrance or frontage.

(2) The sign area for attached signs on multi-story buildings shall be two times the width of the main building frontage. The sign area for attached signs on tenant spaces within a multi-story building which has a public entrance shall be allowed per the attached sign requirements in Item 1.

(B) Location and Height:

(1) Where an activity is located on the first story of a multi-story building, an attached sign may not project above the floor level of the second story.

(2) Where an activity is located above the first story of a multi-story building, an attached sign may not project above the floor immediately above.

(3) No attached sign shall project a distance greater than eighteen (18) inches from the architectural element to which it is affixed.

Section 28-24.Window signs.

Window signs in the use districts, where permitted, do not require a sign permit and do not require approval by any municipal agency prior to erection. In no event may signs be located on the window surface internally or externally in any manner to obscure more than 25 percent of the visible window area available in the absence of any signs. Where multiple windows exist fronting on a single street or sidewalk, the 25 percent visibility shall be maintained for the total window area on such street or sidewalk. Specifically, window signs shall include:

(1) Signs painted on the external or internal surface of the window of an establishment in commercial or retail districts with water-durable paint on external surfaces.

(2) Signs (except posters), banners or displays located on the internal surface of the window of an establishment in commercial or retail districts only.

(3) Posters, providing such posters are not located on the external surface of the window.

(4) Decorations intended to direct attention to and stimulate citizens' interest in public events, providing such signs are painted on the external surface of the window and a 25 percent visibility requirement is maintained.

(5) Signs attached to the external surface of a window of a retail or commercial establishment if of water-durable paint or noncombustible material and signs attached to the internal surface of a window which define the name, proprietor, telephone number or address of such retail or commercial establishment.

Section 28-25. Provisions for residential zoning districts.

The provisions of this section shall apply to all signs in any residential district, within twenty-five (25) feet of a residential district boundary, within twenty-five (25) feet of a public park of more than one acre, or where a multi-family residential use occurs.

Section 28-26. General provisions applicable to signs in residential zoning districts.

(A) No portion of an illuminated sign shall have a luminance greater than two hundred (200) foot candles.

(B) No sign nor part of any sign in a residential zoning district shall move, flash, rotate or change its illumination or copy. Marquee signs which meet all the requirements of either the attached or freestanding sign provision are allowed.

(C) An occupant in residential zoning districts may erect only special purpose signs and special purpose political signs, and premise signs, which include movement control signs and protective signs. Temporary holiday decorations are permitted. Nameplates less than one square foot, security signs and child recognition signs are allowed.

(D) The Planning and Zoning Commission may permit the erection of signs on any legally erected structure in any single-family and patio home residential subdivisions. The maximum sign area of such signs shall not exceed forty (40) square feet. The maximum number of signs permitted for each subdivision shall be two (2) signs per street entrance into the platted subdivision area. The sign height, maximum sign area, location on the site, words, setbacks, a graphic presentation of the sign, and number of signs per subdivision shall be prominently indicated on the plans submitted to the Planning and Zoning Commission.

Exception: Building Inspection may issue permits on subdivision signs according to the above-mentioned criteria and the following:

(1) The signs are attached to screening walls which are not in the right-of-way (R.O.W.).

(2) The signs are not illuminated.

(E) Homeowners' Association and Crime Watch meeting and alert signs not exceeding two and one-half (2 1/2) feet in height nor two (2) square feet in area may be placed on public property at the entrances of the Homeowners' Association and Crime Watch areas on the week of the meeting or alert and must be removed the following day by 12:00 p.m.

Section 28-27. ~~Freestanding Monument signs~~ – Residential Districts.

Multi-family and nonresidential sites in residential zones may have **monument** signs subject to the following restrictions:

(1) Number of Signs: Each site may have a **monument** sign for each five hundred (500) feet of frontage along a street, other than an alley. In no case shall such site have more than two (2) **monument** signs.

(2) Setback, Sign Area and Height: A minimum setback of five (5) feet is required of all **monument** signs. A minimum setback of ten (10) feet from the public right-of-way is required for signs exceeding ten (10) square feet in sign area or fifteen (15) feet in height. A minimum setback of twenty (20) feet is required for all signs exceeding twenty (20) square feet in sign area or twenty (20) feet in height. No **monument** sign shall exceed fifty (50) square feet in sign area or twenty-five (25) feet in height.

(3) Every monument sign shall be required to have a minimum one half foot (1/2') foot masonry base, measured from grade level to the bottom of the sign area. Every monument sign shall be required to have a minimum six (6") inch masonry border on each side of the sign area. A minimum six (6") inch masonry cap is allowed above the sign area, however, it is not required. If, the masonry cap option is not chosen, the maximum height of the sign structure shall be limited to seven (7') feet. All monument signs will require engineer sealed drawings.

Building materials and colors utilized for construction of monument bases, side borders, caps, and sign frames shall be constructed of the same materials found on the main building on the lot, unless otherwise approved by the City Council.

If the proposed sign is to be constructed on a lot with an existing building which does not contain a masonry façade, the materials used for the monument base, side borders and cap, must be stone or brick.

Section 28-28. Attached signs – Residential Districts.

Attached signs are permitted for multi-family premises and nonresidential uses in residential zoning districts and are subject to the provisions of the section governing attached signage in business districts.

Section 28-29. Powers and duties of the Building Official.

(A) Generally. The Building Official is hereby authorized and directed to enforce all the provisions of this Code.

(B) Right of entry. Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Building Official or his authorized representative has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official or his authorized representative may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official

by this Code; provided, that if such building or premises be occupied, he shall first present proper credentials and request entry; and if such building or premises be unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Building Official or his authorized representative shall have recourse to every remedy provided by law to secure entry.

When the Building Official or his authorized representative shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official or his authorized representative for the purpose of inspection and examination pursuant to this chapter.

(C) Stop orders: Whenever any work is being done contrary to the provisions of this chapter, the Building Official may order the work stopped by notice in writing served on any person engaged in the doing or causing of such work to be done, and any such person shall forthwith stop such work until authorized by the Building Official to proceed with the work.

Section 28-30. Permits, applications, fees.

(A) Permits. No person, firm or corporation shall erect, construct, alter, rebuild, enlarge, extend, convert, maintain, replace, relocate, remove or demolish a sign or alter or change words or rearrange neon tubing on a sign or cause the same to be done without first obtaining a separate sign permit for each sign.

(B) The following type of signs is exempt from permitting:

- (1) The changing of words on a sign that is designed with interchangeable words.
- (2) Normal maintenance to replace worn parts and repainting deteriorated paint without word change.
- (3) Memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.
- (4) Government signs such as flags, insignia, legal notices or informational, directional or traffic signs which are legally required or necessary to the essential functions of government agencies.
- (5) Special purpose political signs.
- (6) Non-illuminated temporary construction signs.
- (7) Signs painted directly on internal or external window surfaces.
- (8) Non-illuminated movement control signs not exceeding six (6) square feet in effective area; or three (3) feet in height.

- (9) Non-illuminated freestanding protective signs not exceeding one hundred (100) square inches in effective area; or two (2) feet in height.
- (10) Non-illuminated on-premise signs advertising the sale or lease of a nonbusiness property not exceeding eight (8) square feet in effective area or five (5) feet in height.
- (11) Non-illuminated, on-premise, freestanding signs advertising the sale or lease of a business property.
- (12) Homeowners' Association and Crime Watch meeting and alert signs.
- (C) Other required permits. Unless otherwise exempted, separate plumbing, electrical and mechanical permits will be required for the above-exempted items.
- (D) Application. To obtain a permit, the applicant shall file an application in writing on a form furnished for that purpose. Every such application shall:
- (1) Identify and describe the work to be covered by the permit for which application is made.
 - (2) Describe the land on which the proposed work is to be done by zoning, lot, block, tract, subdivision, and street address, or similar description that will readily identify and definitely locate the proposed work.
 - (3) Be accompanied by a notarized authorization from the owner of the property.
 - (4) Be accompanied by plans and specifications as required in this Code and all applicable laws and ordinances.
 - (5) State the valuation of the proposed work.
 - (6) Be signed by the applicant, or an authorized agent who may be required to submit evidence to indicate such authority.
 - (7) Give such other information as reasonably may be required.
- (E) Plans and specifications. With each application for a permit, not less than two (2) sets of plans and specifications shall be submitted and all drawings, specifications and accompanying data shall bear the name and address of the designer. The structural design of monument signs in excess of ~~eight (8)~~ **seven (7)** feet in height shall be prepared and designed by an engineer licensed by the State of Texas. ~~The plans and specifications for attached signs shall be prepared by an engineer licensed in the State of Texas as required by the International Building Code, as adopted by the City.~~
- (F) Fees. The fee for such permit shall be as prescribed by the Fee Schedule located in Appendix A of the Code of Ordinances.

(G) Expiration. Every permit issued under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within sixty (60) days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of more than one hundred twenty (120) days. Before such work can be recommenced, a new permit shall be first obtained.

(H) Special Purpose / Builder Sign Renewal. If previously permitted sign has not been moved or altered in any way, a sign permit renewal request, photo or artwork of sign and appropriate fee payment are required.

(I) Suspension or revocation. The ~~Building Official~~ the City Manager or his designee may, in writing, suspend or revoke a permit issued under provisions of this Code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any law or ordinance.

(J) Refunds. There shall be no refunds of sign permit fees paid under the terms of this Code, except for the following:

(1) When it is determined that a sign permit was issued due to an error, a full refund may be authorized by ~~the Building Official~~ the City Manager or his designee.

(2) When it is determined that a sign permit cannot be legally issued, any permit fee received may be returned.

(K) Inspections. All signs for which a permit is required shall be subject to inspection by the Building Official.

(1) Pre-inspection. The Building Official, upon receipt of an application for permit for a sign, may make a pre-inspection. The application, plans and specifications, and other data, filed by an applicant for permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this chapter and other pertinent laws and ordinances, and that the fees specified in paragraph (f) herein have been paid, he shall issue a permit therefor to the applicant.

(2) Final inspection. The Building Official, upon the call of the permit holder, shall make a final inspection after the work is completed. All requests for final inspection shall be made at least twenty-four (24) hours before the inspection is desired.

(3) Responsibility of contractor. It shall be the responsibility of the contractor to ensure that each necessary inspection is requested from the Building Official and to ensure that subsequent stages of construction are not started until said inspection has been conducted and approved. This also includes all subcontractor types of inspections such as electrical, mechanical, plumbing, etc. If it is found, upon inspection by the City, that a contractor has completed a sign without having obtained the necessary inspections and

approvals, future permits shall be denied to that contractor pending completion and approval of said inspections.

Section 28-31.Design.

(A) Construction. All signs and their supports shall be built, constructed and erected in conformance with the requirements of all laws and ordinances.

(B) Structural. Signs shall comply with the design standards of the International Building Code as adopted by the City of Murphy.

(C) Electrical. Signs in which electrical wiring and connections are used shall comply with the requirements of the Electrical Code of the City of Murphy.

(D) Plumbing and mechanical. Signs in which plumbing or mechanical devices are used shall comply with the requirements of the Plumbing and Mechanical Codes of the City of Murphy.

(E) Materials. The type of materials used in the construction, wiring, plumbing or mechanical portion of the sign shall conform to the structural codes of the City of Murphy (Building, Electrical, Mechanical and Plumbing Codes).

(F) Protection. Electrical devices within reach of persons on public property shall be protected by wire glass, safety glass, locked box of metal or wood, or other approved methods. No sign shall be erected nearer than two (2) feet from any telephone cable, electrical street light standard, electrical power poles, or electrical power distribution lines when voltage between conductors is less than three hundred (300) volts. If the voltage between conductors is three hundred (300) volts or greater, clearances shall be maintained as follows:

Voltage of Conductors	Horizontal Clearance in Feet	Vertical Clearance in Feet
300 to 8,700	3	8
8,700 to 15,000	8	8
15,000 to 50,000	10	10
50,000 +	10 plus 9.5 inch per kv in excess	10 plus 0.5 inch per kv in excess

Note: For spans greater than one hundred fifty (150) feet, refer to the National Electrical Safety Code.

(G) Clearance from fire escapes, exits, or standpipes. No sign or its supports shall be erected in such a manner which will interfere in any way with the use of any fire escape, exit or standpipe. No sign or its supports shall be attached to a standpipe or fire escape.

(H) Obstruction of openings in buildings. No sign or its supports shall obstruct any required openings to such an extent that light or ventilation is reduced below that required.

(I) Weatherproofing. All signs shall be constructed so as to prevent the accumulation of water.

(J) Conflict. In the event of a conflict between any applicable ordinance of the City of Murphy, then the most restrictive code requirements shall apply.

(K) Materials. All freestanding signs shall be constructed of materials that are noncombustible or slow burning (as in the case of plastic insert of facings) and shall be supported by noncombustible material only and finished in a presentable manner. Untreated wood or unpainted or non-galvanized steel supports are specifically prohibited.

Section 28-32. Existing signs.

(A) Maintenance of signs. Except as provided in paragraphs (B) and (C) of this section, any sign or portion of a sign or sign support determined by the City to be unsafe or unsecured, a menace to the public, becomes dangerous to life, limb or property, or an obstruction to the use of any sidewalk or roadway, or interferes with the operation of the Fire Department, or in such dilapidated condition as to be unsightly and, therefore, prejudicial to the public welfare shall be repaired, maintained, or removed.

(B) Nonconforming signs. Except as provided in this paragraph, any sign which is designated by the Building Official a nonconforming sign, as defined, shall be permitted to be continued as a nonconforming sign unless such sign is made a conforming sign. Any nonconforming sign which is destroyed, deteriorated, or dilapidated to such extent that the cost of repairing the sign to a condition acceptable by the Building Official is more than sixty percent (60%) of the cost of erecting a new sign of the same type at the same location shall be removed.

(C) Illegal signs. Illegal signs shall be immediately removed upon written notice by ~~the Building Official~~ the City.

(D) Time limitations. Except as provided in paragraph (C) above, any sign which is required by this section to be removed, relocated, or repaired shall be removed, relocated or repaired at the expense of the owner, within ten (10) days of a notice given by the Building Official. Any such sign not removed, relocated, or repaired, within this time limit may be removed by the Building Official at the expense of the owner of such sign.

Section 28-33. Variance procedure.

(A) The Planning and Zoning Commission may, for a particular site, recommend variances and exceptions with respect to the provisions of this article.

(B) When the Commission is ready to act upon the variance or exception request, it may recommend approval of the request as it was submitted by the applicant, approval of the request subject to certain conditions or denial of the request. If the Commission's recommendation is to approve the request, either as submitted or with additional conditions, then the request will be automatically forwarded to the City Council for a second public hearing thereon.

(C) When the Planning and Zoning Commission denies a request for a variation or exception to the standards set forth in this Article, a hearing before the City Council shall be set only if a written appeal is filed by the applicant with the City Manager or his/her designee within 15 days of the date of the denial.

(D) The Planning and Zoning Commission shall recommend to the City Council legislation for amendments to this Code in keeping with technological progress with respect to public health, safety and welfare.

(E) The Planning and Zoning Commission may hear and decide appeals which allege error in any order, requirement, decision or determination made by the Building Official in the enforcement of this article.

(F) The Planning and Zoning Commission may require a nonconforming sign to be brought into immediate conformity with all current standards of all ordinances of the City or to be removed when, from the evidence presented, the commission finds the sign to be hazardous to the public or to have been abandoned by its owners.

(G) The Planning and Zoning Commission, in considering an application for a variance, shall consider to what extent, if any, the site for which the applicant seeks a variance differs from adjoining sites, the extent that the hardship or inequity claimed by the applicant is self-created or based upon financial need of the applicant, and the adverse effects that the granting of a variance may or would create.

Section 28-34. Public hearings provided.

The Planning and Zoning Commission shall hold a public hearing on any proposed amendment or supplement to this article. After the public hearing is closed, the Planning and Zoning Commission shall immediately make its recommendation and report to the City Council. At least fifteen (15) days' notice of the time and place of such hearing shall be published in a newspaper having a general circulation in the City.

ARTICLE II. FENCING, WALLS AND SCREENING

Section 28-51. Purpose.

The purpose of this division is to encourage the most appropriate use of land and conserve and protect the privacy and value of adjacent permitted uses. Regulations in this division are prescribed for the location and type of various screening devices to be used when required in the various zoning districts or in this division in accordance with the following standards.

Section 28-52. Screening of nonresidential, multifamily areas and manufactured/mobile home parks.

(A) In the event that a multifamily or manufactured housing district (including planned developments, PDs) sides or backs upon a single-family or duplex residential district, or in the event that a nonresidential district (including PDs) sides or backs upon any type of residential, a solid brick/masonry screening wall of not less than six feet, nor more than eight feet, in height shall be erected on the property line separating these districts. The purpose of the screening wall or fence is to provide a visual and protective barrier between the properties. For these required screening walls, and also for screening walls/fences along arterials, ornamental lighting and detailing that are placed on top of the masonry support columns may exceed the maximum eight-foot height limit by up to 24 inches provided that they are decorative in nature and are integrated into (and complementary to) the design of the screening wall, and provided that light fixtures do not illuminate adjacent property or cause a nuisance to adjoining neighbors. Grand entryway features into subdivisions from an arterial shall be located on private property, and shall be owned and maintained by a private entity. Such features shall not extend over public right-of-way, and shall be limited to a height of ten feet above grade unless otherwise approved on the screening/landscaping plans by the city council, upon recommendation by the planning and zoning commission. All fences/walls, other than private wood fences on residential lot/tracts, which shall only require a fence permit from the city, and subdivision entryway features shall be properly engineered, and shall be approved by the city engineer and by city council.

(1) The owner of the multifamily or manufactured/mobile home property shall be responsible for and shall build and maintain the required wall on the property line dividing the property from the single-family or duplex residential district.

(2) When screening is required between nonresidential and residential uses, it shall be the responsibility of the nonresidential use to construct and maintain the screening wall.

(3) Any screening wall or fence required under the provisions of this division or under a specific use permit, planned development district, or other requirement shall be constructed of masonry, reinforced concrete, or other similar suitable permanent materials which do not contain openings, except limited gates for pedestrian access, if approved, and which are finished on both sides with the same or similar materials and colors as the main building on the property that is responsible for the screening wall. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence.

(4) Alternative equivalent screening may be approved through the site plan approval process, article II, division 7 of this chapter (see the subdivision regulations in chapter 74 for suggested screening alternatives that may be used in lieu of a solid masonry wall).

(B) In nonresidential, multifamily and manufactured housing districts, no fence or wall shall be erected in any front yard or side yard which is adjacent to a public street unless the fence/wall is required to screen the development from an adjacent residential area. In this case, the screening fence/wall shall be extended out to the street right-of-way line by the developer of the nonresidential, multifamily or manufactured/mobile home development, and the fence/wall shall

be finished on both sides in a manner/color that is compatible to the exterior finish materials used on the main buildings, except for a manufactured housing park. Screening fences/walls shall be placed such that they do not impede visibility for vehicles entering or exiting the nonresidential, multifamily or manufactured/mobile home development (see section 86-828 for sight visibility requirements).

(C) All fences and walls require permits.

(D) See section 86-828(a) for sight visibility requirements for fences and screening walls.

(E) Open storage of materials, commodities or equipment (see Appendix 3, Use Regulations, for zoning districts permitting outside storage) shall be screened with a minimum six-foot fence or wall, and shall not be visible from the street or from adjacent property. (See definition of "outside storage" in section 86-6).

(F) In districts permitting open storage, screening shall be required only for those areas used for open storage. A six-foot screening fence or wall shall be provided and maintained at the property line adjacent to the area to be screened by one or a combination of the following methods:

(1) Solid masonry (brick, concrete block or concrete panels).

(2) Wrought iron with solid landscape screening.

(3) Alternate equivalent screening may be approved through the site plan approval process under article II, division 7 of this chapter.

No outside storage may exceed the height of the fence. Outside storage exceeding eight feet shall require a specific use permit.

(G) Refuse storage areas which are not within a screened rear service area and which are visible from a public right-of-way for all nonresidential, multifamily and manufactured housing park uses shall be visually screened by a minimum six-foot solid masonry wall on at least three sides (see Illustration 11 for refuse container enclosure diagrams printed at the end of this chapter). The fourth side, which is to be used for garbage pickup service, shall provide a solid gate to secure the refuse storage area. Alternate equivalent screening methods may be approved through the site plan approval process, article II, division 7 of this chapter. Each refuse facility shall be located so as to facilitate pickup by refuse collection agencies. Adequate reinforced paved areas shall be provided for refuse facilities and their approaches for loading and unloading, as per Illustration 11.

(H) Plans and specifications for screening and/or fencing around ground-mounted utility structures shall be approved in writing by the affected utility company, and shall be submitted, along with an approval letter/document from the utility company, to the city manager, or his designee, for review and approval prior to construction of said screening/fencing.

Section 28-53. Fences in residential areas.

(A) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Build shall mean construct, erect, or place or cause, suffer or allow another to construct, erect or place.

Fence shall mean any structure which exceeds 18 inches in height above the nearest grade and which encloses partitions or divides any yard as defined in this chapter.

Residentially-zoned shall mean property zoned single-family, patio home, single-family attached, or any property zoned as a planned development district, (hereafter PD district), where the base zoning within the PD district is one of the foregoing.

Zoning ordinance shall mean city zoning ordinance, as set out in this chapter, as amended.

(B) Height limitation. No fence shall be built so as to exceed eight feet in height on any residentially-zoned property nor shall a fence be built so as to exceed ten feet on any nonresidential property.

(C) Measurement of fence height. Fence height shall be measured from the grade adjacent to the fence from the applicant's side of the fence. If the fence is constructed on top of a retaining wall it shall be measured from the top of the retaining wall.

(D) Depth of posts. Posts must be set at a depth according to the following.

<u>Fence Height</u>	<u>Post Depth</u>
• 8 feet or higher	3 feet
• 6 feet	2 feet
• 4 feet or lower	18 inches

(E) Permit requirement. It shall be unlawful for any person to construct or rebuild a fence on any lot without having first obtained a fence permit from the permit department. All fences require a permit; however, if the construction is minor repair in nature (damaged, missing slats, blown over, or as determined by the City) all damaged, removed, blown down, or missing portions of such fence shall be replaced, stood up, or repaired with comparable materials of a comparable color to the remaining portion of such fence. Minor repairs must be performed within a reasonable amount of time as determined by the City or the repair will be subject to obtaining a permit. Adequate plans and specifications, as determined by the City, must accompany each application for a permit.

~~It shall be unlawful for any person to construct or repair a fence that is equal to or greater than 25 percent of the total existing linear footage of a fence on any lot without having first obtained a fence permit from the permit department. All fences require a permit; however, if the construction or repair is equal to or greater than 25% of the total existing linear footage, a permit fee will be assessed. A person may not construct or repair less than 25 percent of the total linear~~

~~footage of a fence more than once in a consecutive six-month period. Adequate plans and specifications, as determined by the City, must accompany each application for a permit. If you are adding any percentage of linear feet to existing fencing, a fence permit fee will be assessed.~~

(1) *Inspection and maintenance.* When any fence is completed, it must be inspected. The ~~building inspection~~ permit department shall be notified upon completion of the fence. The building official (or his designee) will issue a card of acceptance if the fence complies with the provisions of this division, or it will be rejected. All fences constructed under the provisions of this division shall be maintained so as to comply with the requirements of this division at all times. Fences shall be maintained by the owner or person in charge of the property in as near as possible the condition of such fence when installed and accepted as provided herein, and will be subject to Code Compliance notification and issuance of a citation if not maintained in such condition. ~~Fences and~~ shall be maintained as follows:

- (a) Such fence shall not be out of vertical alignment more than 20 degrees.
- (b) All damaged, removed or missing portions of such fence shall be replaced or repaired with comparable materials of a comparable color to the remaining portion of such fence and will be considered minor repair.
- (c) If a new fence, section of fence or fence replacement is proposed to be composed of wood, all wood elements (posts, fence panels, etc.) used shall be pressure treated with the chemicals Alkaline Cooper Quaternary (ACQ), Copper Azole (CA) or Micronized Copper Quaternary (MCQ). In addition, non pressure treated cedar and redwood are acceptable.
- (d) All masonry columns greater than four (4) feet in height shall require an engineered stamped design.

(F) Appeals.

- (1) An appeal from a decision of the building official under the terms of this division shall be made to the zoning board of adjustments ~~Planning and Zoning Commission~~.
- (2) When in its judgment the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially injured, the zoning board of adjustments may authorize special exceptions to the regulations provided in this division in order to permit reasonable development and improvement of property where the literal enforcement of the regulations would result in an unnecessary hardship.

(G) Prohibited materials.

- (1) No person shall build any fence composed, in whole or in part, of:
 - a. Barbed wire or razor wire;

- b. Welded or woven wire such as chicken wire, hog wire, stockade panels and similar agricultural wires, (does not include chain link);
- c. Used materials (as defined by the city);
- d. An electric fence;
- e. Galvanized sheet metal, corrugated metal, or corrugated fiberglass; or
- f. Materials not approved for exterior exposure.

(2) The following are affirmative defenses to a violation of this section:

- a. On a lot that has an area of 1 1/2 acres or more, provided that the fence is not otherwise prohibited by any other ordinance or law, a fence may be composed of barbed wire, welded wire or woven wire, or both and may include an electric fence if the electric fence charging device is approved by a nationally recognized testing laboratory.
- b. In a residential zone, an electric fence may be located only within the side and rear yard, all electrified components must be located a minimum of six inches inside another fence (which must be a minimum of 36 inches in height), the electric fence charging device must be approved by a nationally recognized testing laboratory and the fence shall otherwise comply with all applicable laws and ordinances.
- c. This section does not prohibit the use of corrugated metal material with a minimum 26 gauge and one inch corrugation when commercially designed and engineered as a fencing material as a component of a modular, prefabricated fence.
- d. When mandated by state or federal statute.
- e. When required for public safety for local governmental facilities.

(H) Not permitted on public property. No fence or any part of such fence shall be constructed upon or caused to protrude over public property. All fences must be maintained in a plane so as not to overhang public property.

(I) Certain locations, construction prohibited.

(1) *Within easements.* No fence shall be located within any easement except by prior written approval of those agencies having interest in such easement. Fences within utility, surface drainage (including inlets and concrete plumes) and maintenance easements must be constructed with ornamental iron and removable fence sections. All vertical bars must be a minimum of three inches on center and must not exceed 3 15/16 inches on center. The maximum diameter of all vertical and horizontal bars shall be two inches. The minimum clearance between the bottom of the fence and grade is two

inches. Fences within drainage easements that serve underground reinforced concrete pipe (i.e. – non-surface drainage) must be constructed with metal posts and with removable fence sections.

(2) *Screening walls.* Where subdivisions are platted so that the rear or side yards of single-family residential lots are adjacent to a public street on which a screening wall has been provided, no wall or fence shall be attached to the screening wall.

(J) *Front yard fencing.* No fence shall be built within the required front yard, as defined in this zoning ordinance, except for lots that have an area of 1 1/2 acres or greater. Front yard fencing shall be limited to four feet in height and shall not be of solid construction, providing that at least 50 percent of the fence be open.

(K) *Gates required.*

(1) Any fence built so as to enclose an area shall provide a gate or other opening in the fence of at least three feet in width and with a minimum headroom clearance of six feet, eight inches in height.

(2) Gates for vehicular use must be a minimum of 24 feet from the property line for all types of property other than residential.

(L) *Wind load requirement.* Fences must be able to structurally support fencing materials for a 70-mile-per-hour wind speed.

(M) *Fences around swimming pools.* Fences around swimming pools shall be in conformance with this section and with chapter 18, article VI.

(N) *Sight visibility.* See section 86-828(a) for sight visibility requirements for fences and screening walls.

(O) *Special purpose fencing.* Special purpose fencing, such as fencing around tennis courts, dog runs, etc. is permitted. Special purpose fencing shall comply with the requirements as set forth in this section. Smooth, nonclimbable two-inch by four-inch mesh on metal posts will be acceptable behind the building line. Any other materials require approval from the building official.

(P) *Back-to-back fencing.* Back-to-back fencing is not allowed at a distance of less than five (5) feet.

(Q) *Nonconforming fences.* A fence that does not comply with the requirements of this division as of May 27, 2004, shall be allowed to remain unless the fence is replaced, destroyed or damaged to the extent of 60 percent or more of the value of the structure, in which event the right to maintain the structure shall terminate.

(R) *Fence Transition.* Where a privacy fence and a fence or wall that screens a thoroughfare or public street of different heights meet or connect, a stair step transition/effect shall be provided to match the height of the fence that is lower in height. Such transition must be in

lengths of no less than eight feet for each one foot of change of elevation and as approved by the City.

~~(R) — Fence Transition. Where a privacy fence and a fence or wall that screens a thoroughfare or public street of different heights meet or connect, a gradual stair step transition/effect shall be provided to match the height of the fence that is smaller lower in height. Such transition must be approved by the City.~~

(S) Fence Post Visibility - Where a privacy fence faces a public right of way, the fence must be built with the posts on the inside of the property and may not be facing the public right of way.

(T) Fence applications will not be accepted without prior written and confirmed approval from respective Homeowners Association, if applicable. Exceptions may be allowed in the case of emergency repair of fences when approved by the City Manager or his designee.

Section 28-54. Variance Procedure.

(A) The Planning and Zoning Commission shall hold a public hearing on any request for a variation or exception to the standards provided by this Article. The Planning and Zoning Commission may not recommend a variation or exception unless the Planning and Zoning Commission determines that the variation or exception will not substantially alter the intent of the standards established by this Article.

(B) All recommendations of the Planning and Zoning Commission under this Article shall be forwarded to City Council. When the Planning and Zoning Commission denies a request for a variation or exception to the standards set forth in this Article, a hearing before the City Council shall be set only if a written appeal is filed by the applicant with the City Manager or his/her designee within 15 days of the date of the denial.

ARTICLE III. LIGHT AND GLARE

Section 28-75. Glare.

(A) Any use shall be operated so as not to produce glare or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source and reflector so selected that acting together the light beam is controlled and not directed across any bounding property line above a height of three (3) feet.

(B) The allowable maximum intensity measured at the property line abutting a residential use shall be 0.5 foot candles.

Section 28-76. Parking and Loading Area Lighting.

(A) All off-street parking areas for nonresidential uses in nonresidential districts which are used after dark shall be illuminated beginning at sunset and shall remain continually illuminated until sunrise. The level of intensity of illumination, measured at a height of three (3) feet above the pavement surface, shall be a minimum average of 2.0 foot candles, and a minimum level at

any point of at least 0.66 foot candles. Illumination shall be uniformly distributed throughout the lighted area at an average-to-minimum uniformity ratio of 3:1.

(B) The mounting height of luminaire fixtures shall not exceed the following heights:

Width of Parking Area	Maximum Luminaire Mounting Height
0 - 60 feet	14 feet
61 - 102 feet	20 feet
103 or greater feet	30 feet

(C) Standards, poles and fixtures shall be of a single color, compatible with the architecture of the building.

(D) All lighting fixtures shall be restricted to down-light, cut-off types or shielded.

(E) Low-pressure sodium lighting or lighting of similar color shall not be used.

(F) All efforts should be made to install energy efficient lighting.

(G) If establishment is not open, non operating hours, lighting should be minimal; for security purposes and entries.

Section 28-77. Walkway Lighting.

(A) All outdoor pedestrian areas and uncovered walkways, separate from parking or buildings but essential to the nighttime operation of nonresidential uses within nonresidential districts, shall be continually illuminated between sunset and sunrise. The level of intensity of illumination, measured at the walkway surface, shall be a minimum average of ~~0.8 foot candles~~ 1 foot-candle, distributed at an average-to-minimum uniformity ratio of 5:1.

(B) The mounting height of luminaire fixtures shall not exceed 12 feet.

(C) Pole and wall-mounted fixtures mounted above 6 feet shall be of a down-light or cut-off type.

Section 28-78. Accent Lighting.

Up-lighting shall be concealed or otherwise positioned in such a manner that the light source cannot be seen from any property line of the site on which the light is located.

Section 28-79. Security Lighting.

- (A) Pole and wall-mounted fixtures mounted above 6 feet shall be of a down-light or cut-off type.
- (B) If a rear yard security light is mounted higher than 10 feet, it shall be placed at the property line and directed away from adjacent properties.

Section 28-80. Recreational Area Lighting.

- (A) Lighting for recreational uses such as athletic courts and fields may employ fixtures mounted in excess of the heights described in this Chapter, **subject to the approval of the City.**
- (B) Where recreational uses are adjacent to residential uses, separation by streets notwithstanding, and such recreational use is illuminated in such a manner as to produce a light intensity in excess of 0.5 foot candles at the property line of the residential use, or where the light source is exposed to the residential use, live screening consisting of a variety of tree which normally grows to or in excess of a height of 30 feet shall be planted no more than 30 feet on center along the property line abutting the residential use. Further, the tree variety shall maintain a crown width sufficient to form a continuous screen at heights between 10 feet and 30 feet above grade. Such trees shall be a minimum of one-half the required height at the time of planting.

Section 28-81. Thoroughfare Lighting.

Lighting provided by governmental entities on public thoroughfares is expressly exempted from this section.

Section 28-82. Maintenance.

All fixtures and supports shall be painted or otherwise treated to resist rust and corrosion and shall be maintained in an attractive condition and in a manner compatible with the surrounding architecture.

Section 28-83. Variance Procedure.

- (A) The Planning and Zoning Commission shall hold a public hearing on any request for a variation or exception to the standards provided by this Article. The Planning and Zoning Commission may not recommend a variation or exception unless the Planning and Zoning Commission determines that the variation or exception will not substantially alter the intent of the standards established by this Article.
- (B) All recommendations of the Planning and Zoning Commission under this Article shall be forwarded to City Council. When the Planning and Zoning Commission denies a request for a variation or exception to the standards set forth in this Article, a hearing before the City Council shall be set only if a written appeal is filed by the applicant with the City Manager or his/her designee within 15 days of the date of the denial.

ARTICLE IV. PERFORMANCE STANDARDS

Section 28-101. Performance standards generally.

In all zoning districts, any use indicated in the permitted use list shall conform in operation, location, and construction to the performance standards as administered by county, state and/or federal agencies. All uses, including those which may be allowed by planned development or special use permit, shall conform in operation, location, and construction to appropriate performance standards for noise, smoke, and particulate matter, odorous matter, fire, or explosive hazard material, toxic and noxious matter, and vibration, and glare as set out in division 9 of this article.

Section 28-102. Environmental legal requirements to be observed.

All federal and state pollution, noise, and requirements for toxic waste disposal shall be observed by all uses, including those which may be allowed by planned development or special use permit.

Section 28-103. Smoke and particulate matter.

No operation or use shall cause, create, or allow the emission for more than three minutes in any one hour of air contaminants which at the emission point or within the bounds of the property are:

(A) Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke or contaminants in the standard prescribed by the ASTM except that, when the presence of uncombined water is the only reason for failure to comply or when such contaminants are emitted inside a building which prevents their escape into the atmosphere, the standards specified in 3-1302-1 and 3-1302-2 shall not apply.

(B) The emission of particulate matter from all sources shall not exceed 0.5 pounds per acre of property within the plant site per any one hour.

(C) Open storage and open processing operations, including on-site transportation movements which are the source of wind or airborne dust or other particulate matter; or which involves dust or other particulate air contaminants, generating equipment such as used in paint spraying, grain handling, sand or gravel processing or storage or sandblasting shall be so conducted that dust and other particulate matter so generated are not transported across the boundary line of the tract on which the use is located in concentrations exceeding four grains per 1,000 cubic feet of air.

Section 28-104. Odorous matter.

(A) No use shall be located or operated which involves the emission of odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the bounding property line or any point beyond the tract on which such use or operation is located.

(B) The odor threshold as herein set forth shall be determined by observation by a person or persons. In any case where uncertainty may arise or where the operator or owner of an odor emitting use may disagree with the enforcing officer or where specific measurement of odor concentration is required, the method and procedures specified by American Society for Testing Materials ASTM D 1391-57 entitled "Standard Method for Measurement of Odor in Atmospheres" shall be used and a copy of ASTM D 1391-57 is hereby incorporated by reference.

Section 28-105. Fire or explosive hazard material.

(A) No use involving the manufacture or storage of compounds or products which decompose by detonation shall be permitted except that chlorates, nitrates, perchlorates, phosphorus, and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the fire chief of the city.

(B) The storage and use of all flammable liquids and materials such as pyroxylin plastics, nitrocellulose film, solvents, and petroleum products shall be permitted only when such storage or use conforms to the standards and regulations of the city fire code or are approved by the fire chief.

Section 28-106. Toxic and noxious matter.

No operation or use shall emit a concentration across the boundary property line of the tract on which such operation or use is located of toxic or noxious matter which will exceed ten percent of the concentration (exposure) considered as the threshold limit for an industrial worker as such standards are set forth by the state department of health in "Threshold Limit Values Occupational Health Regulation No. 3," a copy of which is hereby incorporated by reference.

Section 28-107. Vibration.

No operation or use shall at any time create earth borne vibrations which when measured at the bounding property line of the source operation exceed the limits of displacement set forth in the following table in the frequency ranges specified:

Frequency Cycles Per Second	Displacement (in inches)
0 to 10	0.0010
10 to 20	0.0008
20 to 30	0.0005
30 to 40	0.0004
40 and over	0.0003

Section 28-108. Variance Procedure.

(A) The Planning and Zoning Commission shall hold a public hearing on any request for a variation or exception to the standards provided by this Article. The Planning and Zoning Commission may not recommend a variation or exception unless the Planning and Zoning Commission determines that the variation or exception will not substantially alter the intent of the standards established by this Article.

(B) All recommendations of the Planning and Zoning Commission under this Article shall be forwarded to City Council. When the Planning and Zoning Commission denies a request for a variation or exception to the standards set forth in this Article, a hearing before the City Council shall be set only if a written appeal is filed by the applicant with the City Manager or his/her designee within 15 days of the date of the denial.

ARTICLE V. EXTERIOR CONSTRUCTION AND DESIGN

Section 28-131. Definitions.

~~The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Masonry Construction:~~

~~(A) The term "masonry construction" means that form of construction composed of brick, stone, decorative concrete block or tile, or other similar building units or materials (or combination of these materials) laid up unit by unit and set in mortar, and shall exclude wall area devoted to doors and windows. As applicable to meeting the minimum requirements for the exterior construction of buildings within each zoning district, the term "masonry construction" shall include the following materials:~~

~~(1) Hard fired brick (kiln fired clay or slate material; severe weather grade; minimum thickness of three inches when applied as a veneer; shall not include unfired or under fired clay, sand or shale brick; may include concrete brick if it conforms to the same ASTM standards, and to the above stated additional standards, as hard fired clay brick);~~

~~(2) Stone (includes naturally occurring granite, marble, limestone, slate, river rock, and other similar hard and durable all weather stone that is customarily used in exterior building construction; may also include cast or manufactured stone product, provided that such product yields a highly textured, stone-like appearance, its coloration is integral to the masonry material and shall not be painted on, and it is demonstrated to be highly durable and maintenance free; natural or manmade stone shall have a minimum thickness of 3 5/8 inches when applied as a veneer);~~

~~(3) Concrete pre cast or tilt wall panels (only allowed if a highly textured, architectural finish which is at least as textured in appearance and physically as face brick or stone; can be brick like or stone like in appearance; coloration shall be integral to the masonry material and shall not be painted on; shall not include smooth, untextured or inadequately textured finishes).~~

~~(B) — The following materials shall not qualify nor be defined as "masonry construction" in meeting the minimum requirements for the exterior construction of buildings:~~

- ~~(1) — Decorative concrete block~~
- ~~(2) — Glass blocks or tiles~~
- ~~(3) — Stucco, exterior plaster, adobe or mortar wash surface material;~~
- ~~(4) — Exterior insulation and finish system (EIFS), acrylic matrix, synthetic plaster, or other similar synthetic material;~~
- ~~(5) — Cementitious fiber board siding (such as "HardyPlank," "HardyBoard," etc.);~~
- ~~(6) — PVC or other plastic based siding material;~~
- ~~(7) — Lightweight or featherweight concrete blocks or cinderblocks; or~~
- ~~(8) — Any other cementitious product not listed above.~~

~~Section 28-132. — Minimum Exterior Construction Standards.~~

~~The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new building construction occurring within the city. (See subsection (D) of this section for exemptions.)~~

~~(A) — Single family.~~

- ~~(1) — All new single family residences shall be of exterior fire resistant construction, and shall have a minimum of 85 percent masonry construction for the entire residence.~~
- ~~(2) — Any exterior elevation of new single family residences (regardless of location) that faces a public or private street shall be 80 percent masonry. No single elevation of the residence shall be comprised of less than 75 percent masonry construction. Areas of a residence elevation that are devoted to windows, doors, covered porches or stops, chimneys, breezeways or courtyards shall not be counted as "wall surface" when calculating the masonry requirement provided that covered porches and stoops are at least four feet deep and eight feet wide (i.e., at least 32 square feet in area) and breezeways are not over four feet wide and eight feet deep (i.e., no larger than 32 square feet in area) and courtyards are no larger than 500 square feet.~~
- ~~(3) — Concrete, concrete block or metal exterior construction is not permitted on any single family residential structure.~~
- ~~(4) — Roof materials for a single family structure shall be comprised of architectural/dimensional composition shingle (30 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 roof pitch shall be at least 8:12, unless otherwise stated in the applicable zoning district or PD ordinance, 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. Any proposed addition to an existing single family structure shall have a minimum roof pitch of 4:12.~~

~~(B) Single family attached residential.~~

~~(1) All single family attached residential dwelling units shall be of exterior fire-resistant construction, and shall have a minimum of 85 percent masonry construction for the entire structure.~~

~~(2) Any exterior elevation of a single family attached building that faces, or is visible from, a public or private street shall be 100 percent masonry. No single elevation of the residence shall be comprised of less than 75 percent masonry construction. Areas of a single family attached building elevation that are devoted to windows, doors, covered porches or stoops, chimneys, breezeways or courtyards shall not be counted as "wall surface" when calculating the masonry requirement provided that covered porches and stoops are at least four feet deep and eight feet wide (i.e., at least 32 square feet in area) and breezeways are not over four feet wide and eight feet deep (i.e., no larger than 32 square feet in area) and courtyards are no larger than 500 square feet.~~

~~(3) Concrete, concrete block, or metal exterior construction is not permitted on any multifamily or single family attached residential structure.~~

~~(4) Roof materials for a single family attached structure shall be the same as for single family detached or duplex residences (see subsection (1) of this section).~~

~~(5) All elevations of buildings that face a public street or a residentially zoned district shall have elevation offsets of at least five feet for every 50-foot length of flat wall, both horizontally and vertically.~~

~~(C) Nonresidential and institutional buildings.~~

~~(1) All nonresidential and institutional buildings shall have a minimum of 90 percent masonry construction for the first story (i.e., below the first floor ceiling plate), and a minimum of 80 percent for any story above one.~~

~~(2) Any exterior elevation of a nonresidential or institutional building that faces, or is visible from, a public street shall have a minimum of 100 percent masonry construction, and no single elevation shall be comprised of less than 75 percent masonry construction. Areas of an elevation that are devoted to windows, doors, covered porches or stoops or arcades/colonnades, breezeways or courtyards shall not be counted as "wall surface" when calculating the masonry requirement provided that covered porches, stoops, arcades/colonnades, breezeways and courtyards are at least four feet deep and eight feet wide (i.e., at least 32 square feet in area).~~

~~(3) — Metal exterior construction is not allowed on any nonresidential or institutional structure located within any zoning district, and is only allowed on such a structure within a business park (BP) zoning district on a building facade that does not face, and that is not visible, from an existing or planned public street. The use of any type of metal for exterior building construction (such as profiled panels, deep ribbed panels, concealed fastener system panels, etc.) shall be clearly shown on the site plan, and shall only be allowed with site plan approval. The exterior finish of metal used in exterior construction shall be of a permanent, maintenance free nature such as a baked on finish. The use of corrugated, galvanized, aluminum coated, zinc coated, unfinished, or similar metal surfaces shall be prohibited (unless approved on the site plan for a restaurant that uses such materials as part of its "signature design aesthetic," in which case a maximum of ten percent of any wall facade may be devoted to such materials if this is specifically approved on the site plan).~~

~~(4) — Any roof materials for a nonresidential or institutional structure that are visible from a public street shall be comprised of architectural/dimensional, composition shingle (30-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 roof pitch of a gabled or otherwise pitched roof shall be at least 8:12, unless otherwise stated in the applicable zoning district or PD ordinance, and except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment. e. All facades of main buildings that face a public or private street or a residentially zoned district shall have elevation offsets of at least five feet for every 50 foot length of flat wall, both horizontally and vertically~~

~~(D) — Exemptions. — The following structures are exempt from the masonry construction requirements outlined within this subsection:~~

~~(1) — Barns or other accessory buildings in the agricultural (AG) zoning district and SF-E estate district, or located on property of five acres or more in any zoning district, provided that such barns or accessory buildings are used solely for agricultural purposes (as distinguished from commercial purposes) or for residential use only;~~

~~(2) — Historic structures (with a local, state or national designation/registry as an historic structure);~~

~~(3) — Accessory building in a single family, duplex or single family attached zoning district that has equal to or less than 120 square feet of floor area;~~

~~(4) — Accessory and maintenance buildings (any size) for a public golf course, a public or parochial school no larger than 120 square feet, or any city facility;~~

~~(5) — Temporary construction buildings and field offices (provided that such facilities are legally permitted by the city for a specific period of time, and provided that they are completely removed from the premises upon expiration of the permit or upon completion of construction, whichever occurs first); temporary sales offices shall be permitted with~~

~~first model home, provided that sales office is completely removed from the premises upon expiration of the permit or upon completion of construction; and~~

~~(6) — Residential and nonresidential structures legally in existence as of the effective date of this chapter, and any additions to such structures that do not exceed 20 percent of the original building size (as it existed on May 27, 2004,). Such additions shall be allowed to be constructed of the same exterior materials as the original building.~~

~~(E) — Accessory buildings.~~

~~(1) — In the agricultural (AG) zoning district: See subsection (D)(1) of this section regarding exceptions.~~

~~(2) — In a single-family, duplex or single-family attached zoning district: Accessory buildings that have over 500 square feet of floor area shall conform to the minimum exterior construction standards for the main building on the lot/tract, tract or site, and shall be compatible in exterior finishes and colors as the main building, unless located on property of one half (1/2) acre or more.~~

~~(3) — In a multifamily or nonresidential zoning district: Accessory buildings (any size) shall conform to the minimum exterior construction standards for the main building on the lot/tract, tract or site, and shall be architecturally compatible in design and constructed of the same exterior finishes and colors as the main building.~~

~~(F) — Alternative exterior materials.~~

~~(1) — All written requests for alternative exterior building materials shall be clearly noted and described in detail on a color elevation plan that is submitted along with the site plan (for multifamily, single-family attached and nonresidential structures only). The city shall require submission of an actual sample of the proposed exterior finish material along with the elevations plan and the site plan.~~

~~(2) — Consideration for exceptions to the above exterior construction requirements shall be based only upon the following:~~

~~(a) — Architectural design, creativity and innovation;~~

~~(b) — Compatibility with surrounding structures;~~

~~(c) — Relative ease of maintenance of the material;~~

~~(d) — Long-term durability and weather-resistance of the material; and~~

~~(e) — Long-term stability in property value due to the high quality of the material.~~

Section 128-133. — Variance Procedure.

~~(A) The Planning and Zoning Commission shall hold a public hearing on any request for a variation or exception to the standards provided by this Article. The Planning and Zoning Commission may not recommend a variation or exception unless the Planning and Zoning Commission determines that the variation or exception will not substantially alter the intent of the standards established by this Article.~~

~~(B) All recommendations of the Planning and Zoning Commission under this Article shall be forwarded to City Council. When the Planning and Zoning Commission denies a request for a variation or exception to the standards set forth in this Article, a hearing before the City Council shall be set only if a written appeal is filed by the applicant with the City Manager or his/her designee within 15 days of the date of the denial.~~

Sec. 28-131 Minimum Exterior Construction Standards:

Definitions - For the purpose of this section, the following definitions shall apply:

Masonry Construction shall include all construction of stone material, brick material, concrete masonry units, or concrete panel construction, which is composed of solid, cavity, faced, or veneered-wall construction. Synthetic masonry materials are prohibited.

The standards for masonry construction types are listed below:

(1) Stone Material. Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock, and other hard and durable naturally occurring all-weather stone. Cut stone and dimensioned stone techniques are acceptable. Synthetic stone is not acceptable. Stone veneer is acceptable with a minimum thickness of 3 5/8 inches.

(2) Brick Material. Brick material used for masonry construction shall be hard fired (kiln fired) clay or slate material which meets the latest version of ASTM standard C216, Standard Specification for Facing Brick (Solid Masonry Unit Made of Clay or Shale), and shall be Severe Weather (SW) grade, and Type FBA or FBS or better. Unfired or underfired clay, sand, or shale brick are not allowed. Brick veneer is acceptable with a minimum thickness of three (3) inches.

(3) Concrete Masonry Units. Concrete masonry units used for masonry construction shall meet the latest version of the following applicable specifications; ASTM C90, Standard Specification for Hollow Load Bearing Concrete Masonry Units; ASTM C145, Standard Specification for Solid Load Bearing Masonry Units; ASTM C129, Standard Specification for Hollow and Solid Nonload Bearing Units. Concrete masonry units shall have an indented, hammered, split face finish or other similar architectural finish as approved by the City Council. Lightweight concrete block or cinderblock construction is not acceptable as an exterior finish. Colored concrete masonry units are prohibited.

(4) Concrete Panel Construction. Concrete finish, precast panel, tilt wall, or cementitious composition reinforced panel construction shall be painted, fluted, or exposed aggregate. Smooth or untextured concrete finishes are not acceptable.

(5) Glass and Metal Standards are as follows: Glass walls shall include glass curtain walls or glass block construction. Glass curtain wall shall be defined as an exterior wall which carries no

structural loads, and which may consist of the combination of metal, glass, or other surfacing material supported in a metal framework.

Sec. 28-132 Construction Standards:

Construction Standards - The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new, altered or repaired construction occurring within the City.

(a) Residential:

(1) All residential buildings and structures shall be of exterior fire resistant construction having at least eighty-five percent (85%) of the total exterior walls above grade level, excluding doors and windows, constructed of brick, stone, brick veneer, or stone veneer, in accordance with the City's Building and Fire Codes.

(2) All principal buildings and structures located in the SFA and MF Districts shall be of exterior fire resistant construction having at least eighty-five percent (85%) of the total exterior walls, excluding doors and windows, constructed of brick, stone, brick veneer, stone veneer in accordance with the City's Building and Fire Codes.

(3) Concrete or metal exterior construction is not permitted on any residential structure.

(4) The concrete foundation of any building or structure may not be exposed more than two feet from the final grade.

(5) Exemptions:

(a) Barns or other accessory buildings in the agricultural (AG) zoning district and SF-E Estate District, or located on property of five (5) acres or more, provided that such barns are used solely for agricultural purposes as distinguished from commercial or industrial purposes, shall be exempt from provisions of this Section.

(b) Mobile homes otherwise lawfully existing under the provisions of this chapter shall also be excluded from provision of this Section.

(c) Historic structures (with a local, state or national designation/registry as an historic structure).

(d) Accessory building in a single-family, duplex or single-family attached zoning district that has less than 500 square feet of floor area;

(e) Accessory and maintenance buildings (any size) for a public golf course, a public or parochial school that has less than 500 square feet, or any city facility;

(f) Temporary construction buildings and field offices (provided that such facilities are legally permitted by the city for a specific period of time, and provided that they are completely removed from the premises upon expiration of the permit or upon completion of construction, whichever occurs first); temporary sales offices shall be permitted with first model home, provided that sales office is completely removed from the premises upon expiration of the permit or upon completion of construction; and

(g) Structures in existence on May 27, 2004, and any addition to those structures that does not exceed 25% of the heated and cooled square footage of the structure as measured on May 27, 2004.

(6) Roof materials shall be composition (30-year), standing seam metal, terra-cotta tiles, concrete tiles or slate in muted colors. Wood shingle, shake, and metal roofing systems associated with agricultural or industrial buildings are prohibited. Only flat pan, standing seam metal roof materials are allowed with a factory finish of an approved color. Natural metal roofs are not allowed, whether galvanized or metal aluminum. Minimum roof pitch shall be at least 8:12, unless otherwise stated in the applicable zoning district or PD ordinance, 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. Any proposed addition to an existing single-family structure shall have a minimum roof pitch of 4:12.

The exterior color of all residential structures must be muted, rustic earth tones. Bright colors like pinks, purples, and those classified as primary colors are expressly prohibited.

(b) Nonresidential:

(1) All nonresidential structures, including parking structures, shall be of exterior fire resistant construction having at least ninety percent (90%) of the total exterior walls above grade level, excluding doors and windows, and a minimum of 80 percent for any story above one, constructed of masonry in accordance with the City's building and fire codes. Strict adherence to this requirement shall not be such as to prevent architectural creativity.

(2) The following materials are permitted materials for exterior construction:

- (a) Stone
- (b) Granite
- (c) Marble
- (d) Other stone (e.g. – limestone)
- (e) Glass, permitted as thirty percent (30%) or less of the exterior wall
- (f) Brick

Use of other exterior construction materials may be permitted by the City Council at the time of site plan approval.

(3) The following materials for exterior construction shall not exceed twenty-five percent (25%):

- (a) Painted wood
- (b) Concrete (including painted, pressed or stained concrete)
- (c) Glass, when over thirty percent (30%) of the exterior wall
- (d) Synthetic materials

(4) The concrete foundation of any building or structure may not be exposed more than two feet from the final grade.

(5) Any roof materials that are visible from a public street shall be comprised of architectural/dimensional, composition shingle (30-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 roof pitch of a gabled or otherwise pitched roof shall be at least 8:12, unless otherwise stated in the applicable zoning district or PD ordinance, and except for flat-roofed structures that shall have a highly articulated parapet with a minimum length of two (2) feet and a maximum length of 100 feet that conceals the roof and any roof-mounted equipment.

(6) The exterior color of all nonresidential structures shall be muted, rustic earth tones. Bright colors like pinks, purples, and those classified as primary colors are expressly prohibited.

(7) Elevated Water Storage Tanks and Pump Stations - All water storage facilities which serve the public shall be designed and painted to complement natural surroundings. All public water storage facilities shall be placed, to the extent possible, so as to have minimal negative impact on surrounding areas and shall be painted earth-tone, natural colors. The City Council shall be authorized to approve alternate color selections if such color(s) are more acceptable with surrounding areas.

(8) Temporary Construction Buildings - Temporary buildings and temporary building material storage areas to be used for construction purposes may be permitted for a specific period of time in accordance with a permit issued by the building official and subject to periodic renewal by the inspector for cause shown. Upon completion or abandonment of construction or expiration of permit, such field offices or buildings and material storage areas shall be removed at the satisfaction of the building official.

(c) Procedure for Determining Alternative Exterior Materials:

(1) All written requests for alternative exterior building materials shall be noted and described on the site plan. If requested by the City, a sample(s) of the proposed exterior finish material(s) may be required to be submitted with the site plan.

(2) The City may approve an alternative exterior material if it is determined to be equivalent or better than the exterior materials cited in subsection (b)(2) above as part of the approval of the site plan.

(3) Consideration for exceptions to the above requirements shall be based only on the following:

- (a) Architectural design and creativity
- (b) Compatibility with surrounding developed properties

(4) The request shall be reviewed by the Planning and Zoning Commission, and shall be approved or disapproved by the City Council.

(d) Exterior Building Design Standards:

(1) Purpose: To ensure the aesthetic value and visual appeal of nonresidential land uses and to ensure that structures relate harmoniously with the land and on a pedestrian, human scale. The architectural character of the built environment should complement the natural landscape and not dominate it. Vertical proportions which exaggerate building height shall be avoided. Building masses shall be broken up horizontally and vertically to provide relief in the facade. It is encouraged that every building reduce its perceived height and bulk by dividing the building into smaller components, and providing both Articulation and Variation on all building sides.

(2) Variation: Variation shall refer (for purposes of this section) to a combination of colors, textures, design features, and/or building materials. Variation shall include but not be limited to design features such as recessed windows, awnings, shutters, canopies, balconies, columns, arches and mullions, cornices, best courses, corbelling, molding, stringcourses, latticework or ornamentation with vegetation, decorative light fixtures, and other sculpturing of the facade with permitted materials.

(3) Variation shall be accomplished as follows:

(a) A minimum thirty-three (33) percent of the front and any building side visible from a public roadway shall contain Variation. This percentage is reduced to twenty-five (25) percent of the total square footage of the face of each building side for any face not visible from a public roadway; and,

(b) For the front of buildings and any side visible from a public roadway, a minimum of five (5) changes in variation (5 textures, 5 colors and materials) is required, excluding the roof, doors and gutters; the required number of variation or design features is reduced to three (3) changes for all other building sides; and,

(4) Articulation: Articulation shall be defined (for purposes of this section) as an interruption of the building wall plane with an offset, either a recess or projection of at least four (4) feet, at an angle or arc of between forty-five (45) degrees and one hundred thirty five (135) degrees to the wall plane. Articulation shall include (and be used synonymously with) an offset, inset, relief, recess, setback, or projection.

(5) Horizontal Articulation shall be accomplished as follows:

(a) Wall planes of thirty (30) feet or less in length do not require an horizontal Articulation (offsets); and,

(b) No wall plane shall extend more than fifty (50) feet in length. Larger buildings shall be divided into modules, preferably not exceeding thirty (30) feet, but permitted up to fifty (50) feet in length, that are expressed three-dimensionally throughout the entire building (modifications to the facade only shall not meet this standard). The building modules should be expressed with at least one of the following:

(1) A setback in wall planes a minimum of four (4) feet;

(2) A change in the primary facade material for the extent of the building module; or

(3) A vertical architectural element such as a change in roof type or other vertical articulation described below.

Alternating use of similar building modules shall not be permitted.

(6) Vertical Articulation, as defined above, shall be accomplished as follows:

(a) By providing varying roof lines for each building mass through the use of pitched roofs with eaves, false pitch roofs with the appearance of true hips and gables from all public rights-of-way, flat roofs with projecting cornices, parapets and other variations in roof heights and angles (excluding mansard roofs); and,

(b) Except for pitched roof buildings, no less than thirty (30) percent of the roofline distance for each building side shall have vertical articulation of at least two (2) feet or ten (10) percent of the average height of the wall plane, whichever is greater; however, no single run of roofline shall exceed sixty (60) feet in length without a minimum two-foot transition in vertical roofline height; and,

(c) Except for pitched roof buildings, by vertically articulating and emphasizing all principal building entrances by at least two (2) feet or ten (10) percent of the average height of the wall plane, whichever is greater; and,

(7) Facade articulations or offsets shall be shown, along with calculations verifying that the building elevations meet the above requirements, on a building facade elevation plan for all sides, and shall be submitted for Planning and Zoning Commission review and approval by the City Council, along with the site plan.

(8) All building sides shall have aesthetic detail including Articulation and Variation, with architectural elements that provide shadow lines and visual depth (unless substantially screened with landscaping, whereby the landscape screening in itself provides the aesthetic detailing), with proper maintenance program in place to provide upkeep of landscaping.

(9) Street-level storefronts and building entrances shall be open and inviting to pedestrians. Buildings 10,000 sq. ft. or greater shall have a street/parking-to-building zone of at least twenty (20) feet to be used for sidewalks, including a minimum fifteen-foot landscaped buffer strip or pedestrian spaces including benches and other seating facilities.

(10) A minimum exterior entryway offset/inset to help delineate a building's main entrance and add variety to the streetscape shall be provided for businesses based on their floor space as follows:

(a) Less than 5,000 sq. ft. shall have a minimum entryway area of 15 sq. ft.

(b) 5,000 to 15,000 sq. ft. shall have a minimum entryway area of 25 sq. ft.

(c) 15,001 to 30,000 sq. ft. shall have a minimum entryway area of 50 sq. ft.

(d) Greater than 30,000 sq. ft. shall have a minimum entryway area of 100 sq. ft.

(11) Windows shall be offset by no less than 4 inches and/or have a perimeter accent border of at least four (4) inches. No section of glass windows shall extend longer in width than fifteen (15) feet without a three-foot minimum break.

(12) All rooftop mechanical equipment shall be shielded from public view. The parapet must be of equal height to the tallest equipment.

(13) Building placement on slopes shall not only incorporate stepped massing, but shall also create footprint offsets to save vegetation and natural landforms. Topographical changes shall be reflected by vertical offsets in the massing of buildings wherever possible.

(14) Garage-style roll-up doors shall not face public roadways. When used, they must be screened from adjacent properties and public view, unless used for an outdoor patio or bar.

(15) Every outparcel building, liner building or other building set between the street right-of-way and a larger adjacent building shall include the architectural detailing set forth above on all sides on the building, including those that face internal parking areas.

(16) Irrigation systems must include rain and freeze sensors.

(e) Accessory buildings.

(1) In the agricultural (AG) zoning district: See subsection (a)(5)(a) of this section regarding exceptions.

(2) In a single-family, duplex or single-family attached zoning district: Accessory buildings that have over 500 square feet of floor area shall conform to the minimum

exterior construction standards for the main building on the lot/tract, tract or site, and shall be compatible in exterior finishes and colors as the main building, unless located on property of one-half acre or more.

(3) In a multifamily or nonresidential zoning district: Accessory buildings (any size) shall conform to the minimum exterior construction standards for the main building on the lot/tract, tract or site, and shall be architecturally compatible in design and constructed of the same exterior finishes and colors as the main building.

Section 28-133. Variance Procedure.

(a) The Planning and Zoning Commission shall hold a public hearing on any request for a variation or exception to the standards provided by this Article. The Planning and Zoning Commission may not recommend a variation or exception unless the Planning and Zoning Commission determines that the variation or exception will not substantially alter the intent of the standards established by this Article.

(b) All recommendations of the Planning and Zoning Commission under this Article shall be forwarded to City Council. When the Planning and Zoning Commission denies a request for a variation or exception to the standards set forth in this Article, a hearing before the City Council shall be set only if a written appeal is filed by the applicant with the City Manager or his/her designee within 15 days of the date of the denial.

ARTICLE VI. LANDSCAPE STANDARDS

Section 28-151. Purpose.

Landscaping is accepted as adding value to property and is in the interest of the general welfare of the city. The provision of landscaped areas also serves to increase the amount of a property that is devoted to pervious surface area which, in turn, helps to reduce the amount of impervious surface area, stormwater runoff, and consequent nonpoint pollution in local waterways. Therefore, landscaping is hereafter required of new development.

Section 28-152. Scope and Enforcement.

(A) The standards and criteria contained within this division are deemed to be minimum standards and shall apply to all new, or altered, exceeding 30 percent of the original floor area, construction occurring within the city. Additionally, any use requiring a specific use permit or a PD zoning designation must comply with these landscape standards unless special landscaping standards are otherwise provided for in the ordinance establishing the SUP or PD district. The provisions of this division shall be administered and enforced by the city manager or his designee. The landscape standards in this division apply to nonresidential and multifamily developments, including uses such as schools and churches within a residential zoning district, and minimal front yard landscaping standards apply to single-family and duplex residential developments and individual lot/tracts.

(B) If at any time after the issuance of a certificate of occupancy, the approved landscaping is found to be not in conformance with the standards and criteria of this division, the city manager,

or his designee, shall issue notice to the owner, citing the violation and describing what action is required to comply with this division. The owner, tenant or agent shall have 30 days from date of said notice to establish/restore the landscaping, as required. If the landscaping is not established/restored within the allotted time, then such person shall be in violation of this chapter.

Section 28-153. Permits.

(A) No permits shall be issued for building, paving, grading or construction until a detailed landscape plan is submitted and approved by the city manager or his designee, along with the site plan and engineering/construction plans. A landscape plan shall be required as part of the site plan submission. The landscape plan may be shown on the site plan (provided the site plan remains clear and legible) or may be drawn on a separate sheet. Prior to the issuance of a certificate of occupancy for any building or structure, all screening and landscaping shall be in place in accordance with the landscape plan.

(B) In any case in which a certificate of occupancy is sought at a season of the year in which the city manager, or his designee, determines that it would be impractical to plant trees, shrubs or ground cover, or to successfully establish turf areas, a temporary certificate of occupancy may be issued provided a letter of agreement from the property owner is submitted that states when the installation shall occur. All landscaping required by the landscaping plan shall be installed within six months of the date of the issuance of the certificate of occupancy.

Section 28-154. Landscape Plan.

(A) Prior to the issuance of a building, paving, grading or construction permit for any use, a landscape plan shall be submitted to the Planning and Zoning Commission. The Planning and Zoning Commission shall review such plans and shall provide City Council with a recommendation and City Council shall take final action on such plans. If the plans are in accordance with the criteria of these zoning regulations an action of approval shall be taken. If the plans are not in conformance, they shall be disapproved and shall be accompanied by a written statement setting forth the changes necessary for compliance.

(B) Landscaping plans shall be prepared by a person knowledgeable in plant material usage and landscape design (e.g., landscape architect, landscape contractor, landscape designer, etc.) and shall contain the following minimum information:

- (1) Minimum scale of one inch equals 50 feet; show scale in both written and graphic form.
- (2) Location, size and species of all trees to be preserved (do not use "tree stamps" unless they indicate true size and location of trees).
- (3) Location of all plant and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, earthen berms, ponds (to include depth of water), topography of site, or other landscape features.
- (4) Species and common names of all plant materials to be used.

- (5) Size of all plant material to be used (container size, planted height, etc.).
- (6) Spacing of plant material where appropriate.
- (7) Layout and description of irrigation, sprinkler, or water systems including location of water sources and rain and freeze sensors.
- (8) Description of maintenance provisions.
- (9) Name and address of the person responsible for the preparation of the landscape plan.
- (10) North arrow/symbol, and a small map showing where the property is located.
- (11) Date of the landscape plan.
- (12) The plan shall also be provided electronically and in color.

Section 28-155. General Standards.

The following criteria and standards shall apply to landscape materials and installation:

- (A) All nonpaved surfaces shall be completely covered with living plant material. Landscaping materials such as wood chips and gravel may be used under trees, shrubs and other plants, but shall not comprise a significant portion of the total pervious surface area.
- (B) Plant materials shall conform to the standards of the approved plant list for the city (see section 86-741 for the approved plant list referenced in that section) and the current edition of the "American Standard for Nursery Stock" (as amended), published by the American Association of Nurserymen. Grass seed, sod and other material shall be clean and reasonably free of weeds and noxious pests and insects.
- (C) Trees shall have an average crown spread of greater than 15 feet at maturity. Trees having a lesser average mature crown of 15 feet may be substituted by grouping the same so as to create the equivalent of 15 feet of crown spread. Large trees shall be a minimum of three inches in caliper (measured four feet above the ground) and seven feet in height at time of planting. Small ornamental trees shall be a minimum of 1.5 inches in caliper and five feet in height at time of planting. All new trees shall be provided with a permeable surface under the dripline a minimum of five feet by five feet diameter.
- (D) Shrubs not of a dwarf variety shall be a minimum of two feet in height when measured immediately after planting. Hedges, where installed for screening purposes, shall be planted and maintained so as to form a continuous 75 percent visual screen which will be at least six feet high within three years after time of planting, except for parking lot/tract/headlight screens, which shall form a continuous, solid visual screen three feet high within two years after planting.

- (E) Vines not intended as ground cover shall be a minimum of two feet in height immediately after planting and may be used in conjunction with fences, screens, or walls to meet landscape screening requirements as set forth.
- (F) Grass areas shall be sodded, plugged, sprigged, hydro-mulched and/or seeded, except that solid sod shall be used in swales, earthen berms or other areas subject to erosion.
- (G) Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably completed coverage within one year of planting.
- (H) All landscaped areas shall be equipped with an automatic, underground irrigation system with freeze and moisture sensors to prevent watering at inappropriate times. Landscaped areas having less than ten square feet in area may be irrigated by some other inconspicuous method. If appropriate xeriscape planting techniques are utilized, the city council may waive the requirement for an underground irrigation system at the time of site plan approval. However, the landscaping shall be required to be maintained in a healthy, living and growing condition, and any irrigation devices shall not be visible from public streets or walkways.
- (I) Earthen berms shall have side slopes not to exceed 33.3 percent (three feet of horizontal distance for each one foot of vertical height). All berms shall contain necessary drainage provisions as may be required by the city engineer.

Section 28-156. Minimum Landscaping Requirements for Nonresidential and Multifamily Developments.

- (A) For all nonresidential and multifamily developments, including schools, churches, day care facilities, and other similar uses in a residential district, at least 20 percent of the lot/tract area shall be pervious, permanently landscaped area. For corner lot/tracts, a 600 square foot landscaped area shall be provided at the street intersection, which can be counted toward the 20 percent requirement.
- (B) A minimum 25-foot landscaped street buffer adjacent to the right-of-way of any arterial (Type "B" or larger) is required for the first 250 feet from the beginning (i.e., tangent) point of the street corner radius. Beyond the first 250 feet, the landscaped street buffer may either continue at the 25-foot width (developer's option), or it shall transition down to a required width of 15 feet along the remainder of the arterial frontage (minimum length of transition shall be 100 feet). A minimum 15-foot landscaped street buffer shall be required along any street frontage for any other nonresidential or multifamily development (including schools, churches, day care facilities, and other similar uses in a residential district). Corner lot/tracts fronting two arterials shall provide the appropriate required landscape buffer on both street frontages. ~~One~~ **Two** large shade tree and four small ornamental trees shall be required per 50 linear feet (or portion thereof) of street buffer frontage. Trees should be grouped or clustered to facilitate site design and to provide an aesthetically pleasing, natural looking planting arrangement. The landscaped street buffer area may be included in the required landscape area percentage.
- (C) Landscape areas within parking lot/tracts should generally be at least one parking space in size, with no landscape area less than 50 square feet in area. Landscape areas shall be no less

than five feet wide, shall equal a total of at least ~~46~~ **32** square feet per parking space, and shall be dispersed throughout the parking area (i.e., not confined to the perimeter). There shall be a landscaped area with at least one large shade tree within 60 feet of every parking space. There shall be a minimum of one large shade tree, **a minimum of four-five inch caliper measured 48 inches above the ground**, planted within the parking area for every ten parking spaces for parking lot/tracts having more than 20 spaces. Within parking lot/tracts, landscape areas should be located to define parking areas and to assist in clarifying appropriate circulation patterns. Landscape islands shall be located at the terminus of all parking rows and within bays of parking such that bays do not generally exceed 15 parking spaces in length, and all islands shall contain at least one tree (large or ornamental). All landscape areas shall be protected by a monolithic concrete curb or wheel stops, and shall remain free of trash, litter, and car bumper overhangs.

(D) Each lot/tract shall provide a minimum ~~five~~ **fifteen**-foot-wide landscaped buffer strip around the sides and rear perimeters of the lot/tract, provided that each side or rear lot/tract line does not abut residentially zoned property, which requires a screening wall, per division 5 of this article. Within the five-foot perimeter buffer shall be provided a four-foot-tall screen comprised of hardy, evergreen shrubs, decorative walls with shrubs, or similar landscaping. If a side or rear lot/tract line abuts a residentially zoned property, and for nonresidential and institutional uses in residential zoning districts, then that portion of the perimeter buffer strip shall observe the required screening per division 5 of this article, shall be a minimum of ten feet in width, and shall be required to have one large shade tree, in lieu of the four-foot-high screen described above for every 30 linear feet for overstory screening/buffering for the adjacent residences.

(E) Only shrubs, ground covers and small ornamental trees shall be used under existing or proposed overhead utility lines.

(F) Vehicular driveways from the public right-of-way and sidewalks, in accordance with city regulations, shall be permitted through all required landscaping.

Section 128-57. Minimum Landscaping Requirements for Single-Family and Two-Family Residential Developments.

(A) For all single-family and two-family developments, each residential lot/tract shall be required to have one large shade tree for each 50 feet, **or portion thereof**, of lot/tract width. Trees may be clustered or spaced linearly and need not be placed evenly at 50-foot intervals. The required trees shall be installed prior to issuance of a certificate of occupancy for the premises.

(B) The shade trees shall be a minimum of ~~three~~ **four-five** -inch caliper ~~measured 48 inches above the ground~~. If the tree is located on a slope, measurement shall be from the highest side of the slope. The shade trees shall be selected from the current Texas A&M University Collin County Extension Agent's recommended tree list.

(C) The minimum height required for shade trees shall be seven feet.

(D) Shade trees in single-family developments are **not** required to be maintained.

Section 128-58. Sight Distance and Visibility.

(A) Rigid compliance with these landscaping requirements shall not be such as to cause visibility obstructions and/or blind corners at intersections (see section 86-828 for visibility requirements at street intersections and corners).

(B) Landscaping, except required grass and low ground cover, shall not be located closer than three feet from the edge of any vehicular pavement in order to avoid visibility problems when plant materials mature.

(C) In the event other visibility obstructions are apparent in the proposed landscape plan, as determined by the city manager, or his designee, the requirements set forth herein may be slightly reduced, if necessary, to remove the conflict.

Section 128-59. Maintenance.

(A) The owner, tenant and/or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not be limited to, mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within 90 days. Trees with a trunk diameter in excess of six inches measured four feet above the ground may be replaced with ones of similar variety having a trunk diameter of no less than three inches measured four feet above the ground on a caliper-inch for caliper-inch basis (e.g., for a six-inch tree, two three-inch replacement trees shall be required). A time extension may be granted by the city manager or his designee, if substantial evidence is presented to indicate abnormal circumstances beyond the control of the owner or his agent.

(B) It shall be the duty of any person or persons owning or occupying real property bordering on any street to prune trees next to the street in such manner that they will not obstruct or shade the streetlights, obstruct the passage of pedestrians on sidewalks, obstruct vision of traffic signs, or obstruct the view from any street or alley intersection (see visibility requirements in division 5 of this article). The minimum clearance of any portion of a tree overhanging public street right-of-way shall be 14 feet, and overhanging a public sidewalk shall be eight feet.

(C) Failure to maintain any landscape area in compliance with this section is considered a violation of this division and may be subject to penalties.

Section 28-160. Variance Procedure.

(A) The Planning and Zoning Commission shall hold a public hearing on any request for a variation or exception to the standards provided by this Article. The Planning and Zoning Commission may not recommend a variation or exception unless the Planning and Zoning Commission determines that the variation or exception will not substantially alter the intent of the standards established by this Article.

(B) All recommendations of the Planning and Zoning Commission under this Article shall be forwarded to City Council. When the Planning and Zoning Commission denies a request for a variation or exception to the standards set forth in this Article, a hearing before the City Council shall be set only if a written appeal is filed by the applicant with the City Manager or his/her designee within 15 days of the date of the denial.

"ARTICLE I. SIGNS		
Section	Current Ordinance	Recommendations
Section 28-2. Definitions	<i>Sign, freestanding</i>	It is recommended to keep this definition in addition to <i>Sign, Monument</i> .
	No current definition for <i>Sign, Monument</i>	It is recommended to add the definition: <i>Sign, monument</i> means any permanent low profile sign built on a monument base, solid from the ground up, which has no clear space for the full width of the sign between the bottom of the sign and the ground and is not an attached, portable or vehicular sign. Pole(s) or support(s) must be concealed.
	No current definition for <i>Sign, Pole</i>	It is recommended to add the definition: <i>Sign, pole</i> means a permanent freestanding pole sign, utilizing either a monopole or dual pole design.
	No current definition for <i>Sign, Temporary</i>	It is recommended to add the definition: <i>Sign, Temporary</i> as included in the new draft
	No current definition for <i>Sign, Window</i>	It is recommended to add the definition: <i>Sign, window</i> means a sign posted, painted, placed, or affixed in or on a window exposed to public view. An interior sign that faces a window exposed to public view and located within three (3) feet of the window is considered a window sign for the purpose of calculating the total area of all window signs.
	<i>Wind device</i> means any flag, banner, pennant, streamer or similar device that moves freely in the wind. All wind devices are considered to be signs, and are regulated and classified as attached or detached by the same rules as other signs.	It is recommended to add the verbiage: Heavier-than-air inflatables must be firmly tethered to the ground and shall not exceed a maximum of 35 feet in height. Feather signs are considered wind device signs and shall not exceed 15 feet in height.
	<i>Sign, vehicular</i> means any sign on a vehicle moving along the ground or on any vehicle parked temporarily, incidental to its principal use for transportation. This definition shall not include signs which are being transported to a site of permanent erection.	It is recommended to add the verbiage: ...bumper stickers, magnetic signs not to exceed four square feet, any signs attached to or painted onto a personal vehicle which exceed four square feet, taxicab signs, delivery vehicle signs so long as the vehicle is shielded from public view when stored or stopped and otherwise does not park at any one location longer than reasonably necessary to make a delivery or if the vehicle is primary transportation for a resident and the vehicle is parked in the driveway of the resident.
Section 28-6. Signs in Right-of-Way prohibited.	It is recommended to add verbiage to this section.	Both the person who erected or affixed the sign and the person or business who benefits from the placement of the sign shall be responsible for the illegally placed sign.
Section 28-7. Signs on public property.	It is recommended to add verbiage to this section.	Both the person who erected or affixed the sign and the person or business who benefits from the placement of the sign shall be responsible for the illegally placed sign.
Section 28-11. Special Purpose Signs	Section C: ...Permits for such signs may be granted for a maximum period of six month intervals, with such signs being removed upon ninety (90) percent completion of the project.	It is recommended to change the interval from six months to twelve months.
	(E) Wind devices, heavier-than-air inflatable, and similar special purpose signs promoting a single-family subdivision or multi-family complex shall be allowed a maximum single use period not to exceed sixty (60) days, with a minimum period between permits of sixty (60) days and a maximum number of three (3) permits per year for a given subdivision or complex.	It is recommended to change the single use permit interval from sixty days to fifteen days with a minimum period between permits of thirty days.
	(F) Wind devices, heavier-than-air inflatables, and similar special purpose signs promoting a retail or commercial establishment or center shall be allowed a maximum single use period not to exceed sixty (60) days with a minimum period between permits of sixty (60) days and a maximum number of three (3) permits per year for a given establishment or center.	It is recommended to change the interval from sixty days to seven days with a minimum period between permits of fifteen days.
	(G) Signs that advertise sales, specials, grand openings, or other goods or services available within an establishment may be placed in windows using water soluble paint, appliques or other temporary and removable means provided that no such window sign may: (1) Be located on the window surface in any manner that obscures more than twenty five percent (25%) of the visible window area available in the absence of any signs; and (2) Remain in place more than 60 days in any six month period.	It is recommended to change the interval noted in (2) from sixty days to thirty days.

Section	Current Ordinance	Recommendations
Section 28-14. Sale or lease signs.	It is recommended to add bullet (C) to this section.	A site may contain on-premise attached or freestanding signs for the purpose of advertising the sale or lease of the real property on which such sign is located, subject to the following provisions: (A), (B) remain as is. (C) Permits for such signs may be granted for a maximum period of twelve month intervals.
Section 28-16. Kiosk Signs.	It is recommended to edit staff contact verbiage.	It is recommended to edit staff contact verbiage in section (A) and (B).
Section 28-22. Freestanding signs - Business Districts.	Current section is as follows: Freestanding signs are permitted in business zoning districts as follows: (A) Number of Freestanding Signs: (1) Only one freestanding sign of any type may be erected on any site, except that: (a) A site which has more than three hundred (300) feet along a single thoroughfare may have one (1) additional freestanding sign. (b) Freestanding signs shall be allowed on each thoroughfare frontage of a site. (c) No more than two (2) freestanding signs shall be allowed on each thoroughfare frontage of a site. (d) In no case shall a site possess more than four (4) freestanding signs. (e) Fast food and drive-through restaurants may have additional sign(s) not exceeding eight (8) feet in height nor fifty (50) square feet in area and, if freestanding, located no further than fifteen (15) feet from the building housing that activity. (f) Signs not exceeding sixteen (16) square feet and not exceeding six (6) feet in height are allowed for an activity providing engine fuel sales which advertise prices of fuel on premises. No activity shall have more than one such sign per street front. In no case shall such sign be freestanding.	It is recommended to change this section as follows: Section 28-22. Monument signs - Business Districts. Monument signs are permitted in business zoning districts as follows: (A) Number of Monument Signs: (1) Only one monument sign of any type may be erected on any site's thoroughfare frontage, not to exceed two monument signs per site. (a) Signs not exceeding sixteen (16) square feet and not exceeding six (6) feet in height are allowed for an activity providing engine fuel sales which advertise prices of fuel on premises. No activity shall have more than one such sign per street front. In no case shall such sign be monument.
Section 28-22. Freestanding signs - Business Districts. (CONT...)	Current Section is as follows: (C) Size and Height: (1) No freestanding sign shall exceed fifty (50) square feet in sign area or seven (7) feet in height except as herein provided. (2) Freestanding signs may incorporate embellishments or cut-outs; provided, that they shall not exceed twenty (20) percent of the area of the sign face and that they shall not extend beyond the sign face a distance exceeding eighteen (18) inches as measured horizontally.	It is recommended to change this section as follows: (C) Size, Height and Building Materials: <i>please see Chapter 28 draft, Section 28-22 C (3) for Size, Height and Building Materials recommendations.</i>
Section 28-27. Freestanding signs - Residential Districts.	Current Section is as follows: Section 28-27. Freestanding signs – Residential Districts.	It is recommended to change this section as follows: Section 28-27. Monument signs – Residential Districts. <i>please see Chapter 28 draft, Section 29-27, 1, 2 and 3 for Size, Height and Building Materials recommendations.</i>
Section 28-30. Permits, applications, fees.	It is recommended to add an additional subsection.	It is recommended to add a new subsection after (G) Expiration (H) Special Purpose / Builder Sign Renewal -If previously permitted sign has not been moved or altered in any way, a sign permit renewal request, photo or artwork of sign and appropriate fee payment are required.

Section	Current Ordinance	Recommendations
"ARTICLE II. FENCING, WALLS AND SCREENING"		
Section 28-53. Fences Residential Areas.	It is recommended to change verbiage of section (E) Permit requirement.	It is recommended to edit this section as follows: (E) Permit requirement. It shall be unlawful for any person to construct or rebuild a fence on any lot without having first obtained a fence permit from the permit department. All fences require a permit; however, if the construction is minor repair in nature (damaged, missing slats, blown over, or as determined by the City) all damaged, removed, blown down, or missing portions of such fence shall be replaced, stood up, or repaired with comparable materials of a comparable color to the remaining portion of such fence. Minor repairs must be performed within a reasonable amount of time as determined by the City or will be subject to obtaining a permit. Adequate plans and specifications, as determined by the City, must accompany each application for a permit.
	It is recommended to add verbiage to section (E) Permit requirement. (1) Inspections and Maintenance	(1) Inspections and Maintenance...and will be subject to Code Compliance notification and issuance of a citation if not maintained in such condition.
	Current section is as follows: (F) Appeals. (1) An appeal from a decision of the building official under the terms of this division shall be made to the zoning board of adjustments.	(F) Appeals. (1) An appeal from a decision of the building official under the terms of this division shall be made to the Planning & Zoning Commission.
	Current section is as follows: (R) Fence Transition. Where a privacy fence and a fence or wall that screens a thoroughfare of different heights meet or connect, a gradual transition shall be provided to match the height of the fence that is smaller in height.	It is recommended to edit this section as follows: (R) Fence Transition. Where a privacy fence and a fence or wall that screens a thoroughfare or public street of different heights meet or connect, a stair step transition/effect shall be provided to match the height of the fence that is lower in height. Such transition must be in lengths of no less than eight feet for each one foot of change of elevation and as approved by the City.
	New subsection addition recommended	(S) Fence Post Visibility - Where a privacy fence faces a public right of way, the fence must be built with the posts on the inside of the property and may not be facing the public right of way.
	New subsection addition recommended	(T) Fence applications will not be accepted without prior written and confirmed approval from respective Homeowners Association, if applicable. Exceptions may be allowed in the case of emergency repair of fences when approved by the City Manager or his designee.
"ARTICLE III. LIGHT AND GLARE"		
Section 28-76. Parking and Loading Area Lighting	New subsection addition recommended	(G) If establishment is not open, non operating hours, lighting should be minimal; for security purposes and entries.
Section 28-77. Walkway Lighting	It is recommended to change the minimum average of foot candles from 0.8 to 1 foot.	(A) All outdoor pedestrian areas and uncovered walkways, separate from parking or buildings but essential to the nighttime operation of nonresidential uses within nonresidential districts, shall be continually illuminated between sunset and sunrise. The level of intensity of illumination, measured at the walkway surface, shall be a minimum average of 1 foot candles, distributed at an average-to-minimum uniformity ratio of 5:1.
"ARTICLE V. EXTERIOR CONSTRUCTION AND DESIGN"		
Section 28-131 - Minimum Exterior Construction Standards	It is recommended that the majority of this section be rewritten.	Please see Section 28-131 Minimum Exterior Construction Standards recommendation. Also included in this section is the verbiage: (16) Irrigation systems must include rain and freeze sensors.
"ARTICLE VI. LANDSCAPE STANDARDS"		
Section 28-154 Landscape Plan	It is recommended to add verbiage to this section.	(7) Layout and description of irrigation, sprinkler, or water systems including location of water sources <i>and rain and freeze sensors</i> .
"ARTICLE VI. LANDSCAPE STANDARDS"		
Section 28-156 Minimum Landscaping Requirements for Nonresidential and Multifamily Developments	It is recommended that edits as noted in Section 28-156 of the Draft Chapter 28.	Please see Section 28-156 Minimum Landscaping Requirements for Nonresidential and Multifamily Developments

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF MURPHY, TEXAS; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, the City Council adopted an ordinance on May 18, 2009, revising existing development standards that were previously located in the Comprehensive Zoning Ordinance and creating a new chapter (Chapter 28) in the Code of Ordinances.

WHEREAS, the City Council the City Council initially directed staff on October 18, 2010, to review Chapter 28 with the main emphasis of potential change to sign regulations, fencing, walls and screening regulations and exterior construction standards.

WHEREAS, the City Council of the City of Murphy finds and determines that modification of Chapter 28 – Development Standards is in the best interests of the citizens of the City of Murphy.

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. That Section 28-2. Definitions of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-2. Definitions

Sign, monument means any permanent low profile sign built on a monument base, solid from the ground up, which has no clear space for the full width of the sign between the bottom of the sign and the ground and is not an attached, portable or vehicular sign. Pole(s) or support(s) must be concealed.

Sign, pole means a permanent freestanding pole sign, utilizing either a monopole or dual pole design.

Sign, temporary means any sign that is used only temporarily and is not permanently mounted or affixed to any structure or to the ground.

Sign, vehicular means any sign on a vehicle moving along the ground or on any vehicle parked temporarily, incidental to its principal use for transportation. This definition shall not include signs which are being transported to a site of permanent erection, bumper stickers, magnetic signs not to exceed four square feet, any signs attached to or painted onto a personal vehicle which exceed four square feet, taxicab signs, or delivery vehicle signs so long as the vehicle is shielded from public view when stored or stopped and otherwise does not park at any one location longer than reasonably necessary to make a delivery or if the vehicle is primary transportation for a resident and the vehicle is parked in the driveway of the resident.

Sign, window means a sign posted, painted, placed, or affixed in or on a window exposed to public view. An interior sign that faces a window exposed to public view and located within three (3) feet of the window is considered a window sign for the purpose of calculating the total area of all window signs.

Wind device means any flag, banner, pennant, streamer or similar device that moves freely in the wind. All wind devices are considered to be signs, and are regulated and classified as attached or detached by the same rules as other signs. Heavier-than-air inflatable must be firmly tethered to the ground and shall not exceed a maximum of 35 feet in height from the ground. Feather signs are considered wind device signs and shall not exceed 15 feet in height.

...

Section 3. That Section 28-6 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-6. Signs in rights-of-way prohibited.

Except as specifically authorized in this Chapter, no sign shall be erected or affixed within or project over any public right-of-way or across the public right-of-way line extended across a railroad right-of-way. This section shall not be construed so as to prohibit the carrying or displaying of signs by any person so long as such sign is not connected or affixed to the real property comprising the public right-of-way, its fixtures and appurtenances. Homeowners' Association and Crime Watch meeting and alert may have signs projecting over the public right-of-way. Both the person who erected or affixed the sign and the person and business who benefits from the placement of the sign shall be responsible for the illegally placed sign.

...

Section 4. That Section 28-7 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-7. Signs on public property.

Except as specifically authorized in this Chapter, no person shall attach any sign, paper, or other material or paint, stencil, or write any name, number or otherwise mark any sidewalk, curb, gutter, street, tree, utility pole, traffic sign, traffic light standard, public building, public fence, or public structure. This section shall not prohibit the posting of governmental signs or the painting

or attaching of street address numbers to curbs. Both the person who erected or affixed the sign and the person and business who benefits from the placement of the sign shall be responsible for the illegally placed sign.

...

Section 5. That Section 28-11 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now be edited as follows:

Section 28-11.Special Purpose Signs

(C) Special purpose freestanding signs for the purpose of identifying the location of or direction to subdivisions or major home builder sites are allowed. Such signs shall be on-premise and shall not exceed thirty-two (32) square feet in area, nor extend more than ten (10) feet in height, or when located adjacent to a screening wall shall not extend more than fifteen (15) feet in height. A home builder with twenty-five (25) lots or more qualifies as a major home builder. One such sign may be allowed for subdivisions, major home builders, sites or developments of thirty (30) acres, or less. One additional sign shall be allowed for each additional thirty (30) acres. Permits for such signs may be granted for a maximum period of 12 month intervals, with such signs being removed upon ninety (90) percent completion of the project. No such sign shall be located closer than one hundred (100) feet to a residential dwelling not within the subdivision.

(E) Wind devices, heavier-than-air inflatable, and similar special purpose signs promoting a single-family subdivision or multi-family complex shall be allowed a maximum single use period not to exceed fifteen (15) days, with a minimum period between permits of thirty days (30) and a maximum number of three (3) permits per year for a given subdivision or complex.

(F) Wind devices, heavier-than-air inflatables, and similar special purpose signs promoting a retail or commercial establishment or center shall be allowed a maximum single use period not to exceed seven (7) days with a minimum period between permits of fifteen (15) days and a maximum number of three (3) permits per year for a given establishment or center.

(G) Signs that advertise sales, specials, grand openings, or other goods or services available within an establishment may be placed in windows using water soluble paint, appliqués or other temporary and removable means provided that no such window sign may:

- (1) Be located on the window surface in any manner that obscures more than twenty five percent (25%) of the visible window area available in the absence of any signs; and
- (2) Remain in place more than 30 days in any six month period.

...

Section 6. That Section 28-14 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-14. Sale or lease signs.

A site may contain on-premise attached or freestanding signs for the purpose of advertising the sale or lease of the real property on which such sign is located, subject to the following provisions:

(A) Signs advertising the sale or lease of residential property shall not exceed eight (8) square feet in area nor five (5) feet in height. The number of such signs shall be limited to one (1) per lot or complex where such lot or complex abuts one (1) street; one (1) additional sign shall be allowed for each additional street.

(B) Signs advertising the sale or lease of a business property shall not exceed sixteen (16) square feet in area or eight (8) feet in height.

(C) Permits for such signs may be granted for a maximum period of twelve month intervals.

...

Section 7. That Section 28-16 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-16. Kiosk Signs

(A) Procedures for Installing a Kiosk Sign

(3) Once a services contract is approved by City Council, the Contractor shall submit a map, elevations, and any other documentation deemed necessary by city staff, showing the location and design of the proposed Kiosk Signs to the City Manager or his designee. Upon review of the map, elevations, and any other applicable documentation, the City Manager shall make a recommendation to City Council as to whether the location and design of the proposed Kiosk Signs should be approved, denied, or modified.

(B) Location of the Kiosk Signs. Although the City Council has the authority to determine where Kiosk Signs may be located, locations must at least meet the following criteria:

(1) The location of Kiosk Signs must not create traffic hazards. The obstruction of the visibility of motorists, pedestrians, or traffic control signs will constitute a type of traffic hazard. The City Manager or his designee shall review the location of each proposed Kiosk Sign. A Kiosk Sign shall not be installed if the City Manager or his designee determines that the location of the proposed sign would create a traffic hazard.

...

Section 8. That Section 28-22 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-22. Monument signs – Business Districts.

Monument signs are permitted in business zoning districts as follows:

(A) Number of monument signs:

(1) Only one monument sign of any type may be erected on any site's thoroughfare frontage, not to exceed two signs per site.

(a) Signs not exceeding sixteen (16) square feet and not exceeding six (6) feet in height are allowed for an activity providing engine fuel sales which advertise prices of fuel on premises. No activity shall have more than one such sign per street front. In no case shall such sign be monument.

(B) Setback:

(1) Freestanding signs of a sign area of fifty (50) square feet or less may be located as near as five (5) feet to the public right-of-way.

(2) No part of a freestanding sign shall be closer than twenty-five (25) feet measured radially to another freestanding sign on an adjacent sign site, nor shall any part of a freestanding sign on the same site be closer than one hundred (100) feet radially to another freestanding sign on that same sign site.

(C) Size, Height and Building Materials:

(1) No freestanding sign shall exceed fifty (50) square feet in sign area or seven (7) feet in height except as herein provided.

(2) Freestanding signs may incorporate embellishments or cut-outs; provided, that they shall not exceed twenty (20) percent of the area of the sign face and that they shall not extend beyond the sign face a distance exceeding eighteen (18) inches as measured horizontally.

(3) Every monument sign shall be required to have a minimum one half foot (1/2') foot masonry base, measured from grade level to the bottom of the sign area. Every monument sign shall be required to have a minimum six (6") inch masonry border on each side of the sign area. A minimum six (6") inch masonry cap is allowed above the sign area, however, it is not required. If the masonry cap option is not chosen, the maximum height of the sign structure shall be limited to seven (7') feet. All monument signs will require engineer sealed drawings.

Building materials and colors utilized for construction of monument bases, side borders, caps, and sign frames shall be constructed of the same materials found on the main building on the lot, unless otherwise approved by the City Council.

If the proposed sign is to be constructed on a lot with an existing building which does not contain a masonry façade, the materials used for the monument base, side borders and cap, must be stone or brick.

(D) Off-Premise Signs. Off-premise signs are prohibited.

...

Section 9. That Section 28-27 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-27. Monument signs – Residential Districts.

Multi-family and nonresidential sites in residential zones may have monument signs subject to the following restrictions:

(1) Number of Signs: Each site may have a monument sign for each five hundred (500) feet of frontage along a street, other than an alley. In no case shall such site have more than two (2) monument signs.

(2) Setback, Sign Area and Height: A minimum setback of five (5) feet is required of all monument signs. A minimum setback of ten (10) feet from the public right-of-way is required for signs exceeding ten (10) square feet in sign area or fifteen (15) feet in height. A minimum setback of twenty (20) feet is required for all signs exceeding twenty (20) square feet in sign area or twenty (20) feet in height. No monument sign shall exceed fifty (50) square feet in sign area or twenty-five (25) feet in height.

(3) Every monument sign shall be required to have a minimum one half foot (1/2') foot masonry base, measured from grade level to the bottom of the sign area. Every monument sign shall be required to have a minimum six (6") inch masonry border on each side of the sign area. A minimum six (6") inch masonry cap is allowed above the sign area, however, it is not required. If, the masonry cap option is not chosen, the maximum height of the sign structure shall be limited to seven (7') feet. All monument signs will require engineer sealed drawings.

Building materials and colors utilized for construction of monument bases, side borders, caps, and sign frames shall be constructed of the same materials found on the main building on the lot, unless otherwise approved by the City Council.

If the proposed sign is to be constructed on a lot with an existing building which does not contain a masonry façade, the materials used for the monument base, side borders and cap, must be stone or brick.

...

Section 10. That Section 28-30 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-30. Permits, applications, fees.

(E) Plans and specifications. With each application for a permit, not less than two (2) sets of plans and specifications shall be submitted and all drawings, specifications and accompanying data shall bear the name and address of the designer. The structural design of monument signs in excess of seven (7) feet in height shall be prepared and designed by an engineer licensed by the State of Texas.

(H) Special Purpose / Builder Sign Renewal. If previously permitted sign has not been moved or altered in any way, a sign permit renewal request, photo or artwork of sign and appropriate fee payment are required.

(I) Suspension or revocation. The City Manager or his designee may, in writing, suspend or revoke a permit issued under provisions of this Code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any law or ordinance.

(J) Refunds. There shall be no refunds of sign permit fees paid under the terms of this Code, except for the following:

(1) When it is determined that a sign permit was issued due to an error, a full refund may be authorized by the City Manager or his designee.

...

Section 11. That Section 28-32.of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-32.Existing signs.

(C) Illegal signs. Illegal signs shall be immediately removed upon written notice by the City.

...

Section 12. That Section 28-53 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-53.Fences in residential areas.

(E) Permit requirement. It shall be unlawful for any person to construct or rebuild a fence on any lot without having first obtained a fence permit from the permit department. All fences require a permit; however, if the construction is minor repair in nature (damaged, missing slats, blown over, or as determined by the City) all damaged, removed, blown down, or missing portions of such fence shall be replaced, stood up, or repaired with comparable materials of a comparable color to the remaining portion of such fence. Minor repairs must be performed

within a reasonable amount of time as determined by the City or the repair will be subject to obtaining a permit. Adequate plans and specifications, as determined by the City, must accompany each application for a permit.

(1) *Inspection and maintenance.* When any fence is completed, it must be inspected. The permit department shall be notified upon completion of the fence. The building official (or his designee) will issue a card of acceptance if the fence complies with the provisions of this division, or it will be rejected. All fences constructed under the provisions of this division shall be maintained so as to comply with the requirements of this division at all times. Fences shall be maintained by the owner or person in charge of the property in as near as possible the condition of such fence when installed and accepted as provided herein, and will be subject to Code Compliance notification and issuance of a citation if not maintained in such condition. Fences shall be maintained as follows:

(F) Appeals.

(1) An appeal from a decision of the building official under the terms of this division shall be made to the Planning and Zoning Commission.

(R) Fence Transition. Where a privacy fence and a fence or wall that screens a thoroughfare or public street of different heights meet or connect, a stair step transition/effect shall be provided to match the height of the fence that is lower in height. Such transition must be in lengths of no less than eight feet for each one foot of change of elevation and as approved by the City.

(S) Fence Post Visibility - Where a privacy fence faces a public right of way, the fence must be built with the posts on the inside of the property and may not be facing the public right of way.

(T) Fence applications will not be accepted without prior written and confirmed approval from respective Homeowners Association, if applicable. Exceptions may be allowed In the case of emergency repair of fences when approved by the City Manager or his designee.

...

Section 13. That Section 28-76 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-76. Parking and Loading Area Lighting.

(G) If establishment is not open, non operating hours, lighting should be minimal; for security purposes and entries.

...

Section 14. That Section 28-77 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-77.Walkway Lighting.

(A) All outdoor pedestrian areas and uncovered walkways, separate from parking or buildings but essential to the nighttime operation of nonresidential uses within nonresidential districts, shall be continually illuminated between sunset and sunrise. The level of intensity of illumination, measured at the walkway surface, shall be a minimum average of 1 foot-candle, distributed at an average-to-minimum uniformity ratio of 5:1.

...

Section 15. That Section 28-80 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-80.Recreational Area Lighting.

(A) Lighting for recreational uses such as athletic courts and fields may employ fixtures mounted in excess of the heights described in this Chapter, subject to the approval of the City.

...

Section 16. That Article V, Section 28-131, Section 28-132, Section 28-133 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Sec. 28-131 Minimum Exterior Construction Standards:

Definitions - For the purpose of this section, the following definitions shall apply:

Masonry Construction shall include all construction of stone material, brick material, concrete masonry units, or concrete panel construction, which is composed of solid, cavity, faced, or veneered-wall construction. Synthetic masonry materials are prohibited.

The standards for masonry construction types are listed below:

(1) Stone Material. Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock, and other hard and durable naturally occurring all-weather stone. Cut stone and dimensioned stone techniques are acceptable. Synthetic stone is not acceptable. Stone veneer is acceptable with a minimum thickness of 3 5/8 inches.

(2) Brick Material. Brick material used for masonry construction shall be hard fired (kiln fired) clay or slate material which meets the latest version of ASTM standard C216, Standard Specification for Facing Brick (Solid Masonry Unit Made of Clay or Shale), and shall be Severe Weather (SW) grade, and Type FBA or FBS or better. Unfired or underfired clay, sand, or shale brick are not allowed. Brick veneer is acceptable with a minimum thickness of three (3) inches.

(3) Concrete Masonry Units. Concrete masonry units used for masonry construction shall meet the latest version of the following applicable specifications; ASTM C90, Standard Specification for Hollow Load Bearing Concrete Masonry Units; ASTM C145, Standard Specification for Solid Load Bearing Masonry Units; ASTM C129, Standard Specification for Hollow and Solid Nonload Bearing Units. Concrete masonry units shall have an indented, hammered, split face finish or other similar architectural finish as approved by the City Council. Lightweight concrete block or cinderblock construction is not acceptable as an exterior finish. Colored concrete masonry units are prohibited.

(4) Concrete Panel Construction. Concrete finish, precast panel, tilt wall, or cementitious composite reinforced panel construction shall be painted, fluted, or exposed aggregate. Smooth or untextured concrete finishes are not acceptable.

(5) Glass and Metal Standards are as follows: Glass walls shall include glass curtain walls or glass block construction. Glass curtain wall shall be defined as an exterior wall which carries no structural loads, and which may consist of the combination of metal, glass, or other surfacing material supported in a metal framework.

Sec. 28-132 Construction Standards:

Construction Standards - The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new, altered or repaired construction occurring within the City.

(a) Residential:

(1) All residential buildings and structures shall be of exterior fire resistant construction having at least eighty-five percent (85%) of the total exterior walls above grade level, excluding doors and windows, constructed of brick, stone, brick veneer, or stone veneer, in accordance with the City's Building and Fire Codes.

(2) All principal buildings and structures located in the SFA and MF Districts shall be of exterior fire resistant construction having at least eighty-five percent (85%) of the total exterior walls, excluding doors and windows, constructed of brick, stone, brick veneer, stone veneer in accordance with the City's Building and Fire Codes.

(3) Concrete or metal exterior construction is not permitted on any residential structure.

(4) The concrete foundation of any building or structure may not be exposed more than two feet from the final grade.

(5) Exemptions:

(a) Barns or other accessory buildings in the agricultural (AG) zoning district and SF-E Estate District, or located on property of five (5) acres or more, provided that such barns are used solely for agricultural purposes as distinguished

from commercial or industrial purposes, shall be exempt from provisions of this Section.

(b) Mobile homes otherwise lawfully existing under the provisions of this chapter shall also be excluded from provision of this Section.

(c) Historic structures (with a local, state or national designation/registry as an historic structure).

(d) Accessory building in a single-family, duplex or single-family attached zoning district that has less than 500 square feet of floor area;

(e) Accessory and maintenance buildings (any size) for a public golf course, a public or parochial school that has less than 500 square feet, or any city facility;

(f) Temporary construction buildings and field offices (provided that such facilities are legally permitted by the city for a specific period of time, and provided that they are completely removed from the premises upon expiration of the permit or upon completion of construction, whichever occurs first); temporary sales offices shall be permitted with first model home, provided that sales office is completely removed from the premises upon expiration of the permit or upon completion of construction; and

(g) Structures in existence on May 27, 2004, and any addition to those structures that does not exceed 25% of the heated and cooled square footage of the structure as measured on May 27, 2004.

(6) Roof materials shall be composition (30-year), standing seam metal, terra-cotta tiles, concrete tiles or slate in muted colors. Wood shingle, shake, and metal roofing systems associated with agricultural or industrial buildings are prohibited. Only flat pan, standing seam metal roof materials are allowed with a factory finish of an approved color. Natural metal roofs are not allowed, whether galvanized or metal aluminum. Minimum roof pitch shall be at least 8:12, unless otherwise stated in the applicable zoning district or PD ordinance, 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. Any proposed addition to an existing single-family structure shall have a minimum roof pitch of 4:12.

The exterior color of all residential structures must be muted, rustic earth tones. Bright colors like pinks, purples, and those classified as primary colors are expressly prohibited.

(b) Nonresidential:

(1) All nonresidential structures, including parking structures, shall be of exterior fire resistant construction having at least ninety percent (90%) of the total exterior walls above grade level, excluding doors and windows, and a minimum of 80 percent for any story above one, constructed of masonry in accordance with the City's building and fire

codes. Strict adherence to this requirement shall not be such as to prevent architectural creativity.

(2) The following materials are permitted materials for exterior construction:

- (a) Stone
- (b) Granite
- (c) Marble
- (d) Other stone (e.g. – limestone)
- (e) Glass, permitted as thirty percent (30%) or less of the exterior wall
- (f) Brick

Use of other exterior construction materials may be permitted by the City Council at the time of site plan approval.

(3) The following materials for exterior construction shall not exceed twenty-five percent (25%):

- (a) Painted wood
- (b) Concrete (including painted, pressed or stained concrete)
- (c) Glass, when over thirty percent (30%) of the exterior wall
- (d) Synthetic materials

(4) The concrete foundation of any building or structure may not be exposed more than two feet from the final grade.

(5) Any roof materials that are visible from a public street shall be comprised of architectural/dimensional, composition shingle (30-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 roof pitch of a gabled or otherwise pitched roof shall be at least 8:12, unless otherwise stated in the applicable zoning district or PD ordinance, and except for flat-roofed structures that shall have a highly articulated parapet with a minimum length of two (2) feet and a maximum length of 100 feet that conceals the roof and any roof-mounted equipment.

(6) The exterior color of all nonresidential structures shall be muted, rustic earth tones. Bright colors like pinks, purples, and those classified as primary colors are expressly prohibited.

(7) Elevated Water Storage Tanks and Pump Stations - All water storage facilities which serve the public shall be designed and painted to complement natural surroundings. All public water storage facilities shall be placed, to the extent possible, so as to have minimal negative impact on surrounding areas and shall be painted earth-tone, natural colors. The City Council shall be authorized to approve alternate color selections if such color(s) are more acceptable with surrounding areas.

(8) Temporary Construction Buildings - Temporary buildings and temporary building material storage areas to be used for construction purposes may be permitted for a specific period of time in accordance with a permit issued by the building official and subject to periodic renewal by the inspector for cause shown. Upon completion or abandonment of construction or expiration of permit, such field offices or buildings and material storage areas shall be removed at the satisfaction of the building official.

(c) Procedure for Determining Alternative Exterior Materials:

(1) All written requests for alternative exterior building materials shall be noted and described on the site plan. If requested by the City, a sample(s) of the proposed exterior finish material(s) may be required to be submitted with the site plan.

(2) The City may approve an alternative exterior material if it is determined to be equivalent or better than the exterior materials cited in subsection (b)(2) above as part of the approval of the site plan.

(3) Consideration for exceptions to the above requirements shall be based only on the following:

- (a) Architectural design and creativity
- (b) Compatibility with surrounding developed properties

(4) The request shall be reviewed by the Planning and Zoning Commission, and shall be approved or disapproved by the City Council.

(d) Exterior Building Design Standards:

(1) Purpose: To ensure the aesthetic value and visual appeal of nonresidential land uses and to ensure that structures relate harmoniously with the land and on a pedestrian, human scale. The architectural character of the built environment should complement the natural landscape and not dominate it. Vertical proportions which exaggerate building height shall be avoided. Building masses shall be broken up horizontally and vertically to provide relief in the facade. It is encouraged that every building reduce its perceived height and bulk by dividing the building into smaller components, and providing both Articulation and Variation on all building sides.

(2) Variation: Variation shall refer (for purposes of this section) to a combination of colors, textures, design features, and/or building materials. Variation shall include but not be limited to design features such as recessed windows, awnings, shutters, canopies, balconies, columns, arches and mullions, cornices, best courses, corbelling, molding, stringcourses, latticework or ornamentation with vegetation, decorative light fixtures, and other sculpturing of the facade with permitted materials.

(3) Variation shall be accomplished as follows:

- (a) A minimum thirty-three (33) percent of the front and any building side visible from a public roadway shall contain Variation. This percentage is reduced

to twenty-five (25) percent of the total square footage of the face of each building side for any face not visible from a public roadway; and,

(b) For the front of buildings and any side visible from a public roadway, a minimum of five (5) changes in variation (5 textures, 5 colors and materials) is required, excluding the roof, doors and gutters; the required number of variation or design features is reduced to three (3) changes for all other building sides; and,

(4) **Articulation:** Articulation shall be defined (for purposes of this section) as an interruption of the building wall plane with an offset, either a recess or projection of at least four (4) feet, at an angle or arc of between forty-five (45) degrees and one hundred thirty five (135) degrees to the wall plane. Articulation shall include (and be used synonymously with) an offset, inset, relief, recess, setback, or projection.

(5) **Horizontal Articulation** shall be accomplished as follows:

(a) Wall planes of thirty (30) feet or less in length do not require an horizontal Articulation (offsets); and,

(b) No wall plane shall extend more than fifty (50) feet in length. Larger buildings shall be divided into modules, preferably not exceeding thirty (30) feet, but permitted up to fifty (50) feet in length, that are expressed three-dimensionally throughout the entire building (modifications to the facade only shall not meet this standard). The building modules should be expressed with at least one of the following:

(1) A setback in wall planes a minimum of four (4) feet;

(2) A change in the primary facade material for the extent of the building module; or

(3) A vertical architectural element such as a change in roof type or other vertical articulation described below.

Alternating use of similar building modules shall not be permitted.

(6) **Vertical Articulation**, as defined above, shall be accomplished as follows:

(a) By providing varying roof lines for each building mass through the use of pitched roofs with eaves, false pitch roofs with the appearance of true hips and gables from all public rights-of-way, flat roofs with projecting cornices, parapets and other variations in roof heights and angles (excluding mansard roofs); and,

(b) Except for pitched roof buildings, no less than thirty (30) percent of the roofline distance for each building side shall have vertical articulation of at least two (2) feet or ten (10) percent of the average height of the wall plane, whichever is greater; however, no single run of roofline shall exceed sixty (60) feet in length without a minimum two-foot transition in vertical roofline height; and,

- (c) Except for pitched roof buildings, by vertically articulating and emphasizing all principal building entrances by at least two (2) feet or ten (10) percent of the average height of the wall plane, whichever is greater; and,
- (7) Facade articulations or offsets shall be shown, along with calculations verifying that the building elevations meet the above requirements, on a building facade elevation plan for all sides, and shall be submitted for Planning and Zoning Commission review and approval by the City Council, along with the site plan.
- (8) All building sides shall have aesthetic detail including Articulation and Variation, with architectural elements that provide shadow lines and visual depth (unless substantially screened with landscaping, whereby the landscape screening in itself provides the aesthetic detailing), with proper maintenance program in place to provide upkeep of landscaping.
- (9) Street-level storefronts and building entrances shall be open and inviting to pedestrians. Buildings 10,000 sq. ft. or greater shall have a street/parking-to-building zone of at least twenty (20) feet to be used for sidewalks, including a minimum fifteen-foot landscaped buffer strip or pedestrian spaces including benches and other seating facilities.
- (10) A minimum exterior entryway offset/inset to help delineate a building's main entrance and add variety to the streetscape shall be provided for businesses based on their floor space as follows:
- (a) Less than 5,000 sq. ft. shall have a minimum entryway area of 15 sq. ft.
 - (b) 5,000 to 15,000 sq. ft. shall have a minimum entryway area of 25 sq. ft.
 - (c) 15,001 to 30,000 sq. ft. shall have a minimum entryway area of 50 sq. ft.
 - (d) Greater than 30,000 sq. ft. shall have a minimum entryway area of 100 sq. ft.
- (11) Windows shall be offset by no less than 4 inches and/or have a perimeter accent border of at least four (4) inches. No section of glass windows shall extend longer in width than fifteen (15) feet without a three-foot minimum break.
- (12) All rooftop mechanical equipment shall be shielded from public view. The parapet must be of equal height to the tallest equipment.
- (13) Building placement on slopes shall not only incorporate stepped massing, but shall also create footprint offsets to save vegetation and natural landforms. Topographical changes shall be reflected by vertical offsets in the massing of buildings wherever possible.

- (14) Garage-style roll-up doors shall not face public roadways. When used, they must be screened from adjacent properties and public view, unless used for an outdoor patio or bar.
- (15) Every outparcel building, liner building or other building set between the street right-of-way and a larger adjacent building shall include the architectural detailing set forth above on all sides on the building, including those that face internal parking areas.
- (16) Irrigation systems must include rain and freeze sensors.
- (e) Accessory buildings.
- (1) In the agricultural (AG) zoning district: See subsection (a)(5)(a) of this section regarding exceptions.
- (2) In a single-family, duplex or single-family attached zoning district: Accessory buildings that have over 500 square feet of floor area shall conform to the minimum exterior construction standards for the main building on the lot/tract, tract or site, and shall be compatible in exterior finishes and colors as the main building, unless located on property of one-half acre or more.
- (3) In a multifamily or nonresidential zoning district: Accessory buildings (any size) shall conform to the minimum exterior construction standards for the main building on the lot/tract, tract or site, and shall be architecturally compatible in design and constructed of the same exterior finishes and colors as the main building.

Section 28-133. Variance Procedure.

- (a) The Planning and Zoning Commission shall hold a public hearing on any request for a variation or exception to the standards provided by this Article. The Planning and Zoning Commission may not recommend a variation or exception unless the Planning and Zoning Commission determines that the variation or exception will not substantially alter the intent of the standards established by this Article.
- (b) All recommendations of the Planning and Zoning Commission under this Article shall be forwarded to City Council. When the Planning and Zoning Commission denies a request for a variation or exception to the standards set forth in this Article, a hearing before the City Council shall be set only if a written appeal is filed by the applicant with the City Manager or his/her designee within 15 days of the date of the denial.

...

Section 17. That Section 28-154 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-154. Landscape Plan.

(B) Landscaping plans shall be prepared by a person knowledgeable in plant material usage and landscape design (e.g., landscape architect, landscape contractor, landscape designer, etc.) and shall contain the following minimum information:

(7) Layout and description of irrigation, sprinkler, or water systems including location of water sources and rain and freeze sensors.

(12) The plan shall also be provided electronically and in color.

...

Section 18. That Section 28-156 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 28-156. Minimum Landscaping Requirements for Nonresidential and Multifamily Developments.

(B) A minimum 25-foot landscaped street buffer adjacent to the right-of-way of any arterial (Type "B" or larger) is required for the first 250 feet from the beginning (i.e., tangent) point of the street corner radius. Beyond the first 250 feet, the landscaped street buffer may either continue at the 25-foot width (developer's option), or it shall transition down to a required width of 15 feet along the remainder of the arterial frontage (minimum length of transition shall be 100 feet). A minimum 15-foot landscaped street buffer shall be required along any street frontage for any other nonresidential or multifamily development (including schools, churches, day care facilities, and other similar uses in a residential district). Corner lot/tracts fronting two arterials shall provide the appropriate required landscape buffer on both street frontages. Two large shade tree and four small ornamental trees shall be required per 50 linear feet (or portion thereof) of street buffer frontage. Trees should be grouped or clustered to facilitate site design and to provide an aesthetically pleasing, natural looking planting arrangement. The landscaped street buffer area may be included in the required landscape area percentage.

(C) Landscape areas within parking lot/tracts should generally be at least one parking space in size, with no landscape area less than 50 square feet in area. Landscape areas shall be no less than five feet wide, shall equal a total of at least 32 square feet per parking space, and shall be dispersed throughout the parking area (i.e., not confined to the perimeter). There shall be a landscaped area with at least one large shade tree within 60 feet of every parking space. There shall be a minimum of one large shade tree, a minimum of five inch caliper, planted within the parking area for every ten parking spaces for parking lot/tracts having more than 20 spaces. Within parking lot/tracts, landscape areas should be located to define parking areas and to assist in clarifying appropriate circulation patterns. Landscape islands shall be located at the terminus of all parking rows and within bays of parking such that bays do not generally exceed 15 parking spaces in length, and all islands shall contain at least one tree (large or ornamental). All landscape areas shall be protected by a monolithic concrete curb or wheel stops, and shall remain free of trash, litter, and car bumper overhangs.

(D) Each lot/tract shall provide a minimum fifteen-foot-wide landscaped buffer strip around the sides and rear perimeters of the lot/tract, provided that each side or rear lot/tract line does not

abut residentially zoned property, which requires a screening wall, per division 5 of this article. Within the five-foot perimeter buffer shall be provided a four-foot-tall screen comprised of hardy, evergreen shrubs, decorative walls with shrubs, or similar landscaping. If a side or rear lot/tract line abuts a residentially zoned property, and for nonresidential and institutional uses in residential zoning districts, then that portion of the perimeter buffer strip shall observe the required screening per division 5 of this article, shall be a minimum of ten feet in width, and shall be required to have one large shade tree, in lieu of the four-foot-high screen described above for every 30 linear feet for overstory screening/buffering for the adjacent residences.

...

Section 19. That Section 28-157 of Chapter 28 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended, which shall now read as follows:

Section 128-57. Minimum Landscaping Requirements for Single-Family and Two-Family Residential Developments.

(A) For all single-family and two-family developments, each residential lot/tract shall be required to have one large shade tree for each 50 feet, or portion thereof, of lot/tract width. Trees may be clustered or spaced linearly and need not be placed evenly at 50-foot intervals. The required trees shall be installed prior to issuance of a certificate of occupancy for the premises.

(B) The shade trees shall be a minimum of five -inch caliper. If the tree is located on a slope, measurement shall be from the highest side of the slope. The shade trees shall be selected from the current Texas A&M University Collin County Extension Agent's recommended tree list.

(C) The minimum height required for shade trees shall be seven feet.

(D) Shade trees in single-family developments are required to be maintained.

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 19th day of February, 2013.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

City Council Meeting February 19, 2013

Issue

Consider and/or act on authorizing the City Manager to negotiate a contract to provide Solid Waste Collection & Disposal and Recyclable Material Collection & Processing services for the City of Murphy.

Staff Resource / Department

James Fisher, City Manager
Linda Truitt, Finance Director
Kristi Gilbert, City Secretary
Candy McQuiston, Customer Service Manager

Background/History

In March of 2008, a solid waste collection and recycling services contract was awarded to Waste Management for a 5-year period ending March 31, 2013. On November 12, 2012, City Council directed staff to notify Waste Management of non-renewal of contract and to solicit proposals. A letter was sent to Waste Management notifying them of non-renewal on November 20, 2012.

On November 27, Council approved the RFP (Request for Proposals) for Solid Waste Collection and Disposal and Recycling Collection and Processing Services. The week of December 3, staff advertised the sealed competitive RFP in order to locate a contractor to provide solid waste and recycling collection for the City of Murphy. On January 14, 2013, four proposals were received from the various firms. The firms included:

- CWD (Community Waste Disposal)
- WM (Waste Management)
- Allied Waste
- Progressive Waste

Staff read and evaluated each of the four proposals. All firms were interviewed the week of January 28, 2013 by the City Manager. On February 5, 2013, Council discussed multi-day pick-up, community education regarding switching days, and route maps depicting multi-day service. Council directed staff to look at multi-day proposals, work with contractors on developing multi-day route maps, and bring back a recommendation on February 19, 2013.

Staff contacted all bidders to allow them the opportunity to provide multi-day routes. Additionally, bidders who provided single-day only services were allowed the opportunity to provide multi-day bids. The deadline for bidders to submit revisions was Tuesday, February 12, 2013 at 5:00 p.m.

Financial Considerations

Contract services for solid waste and recycling services is funded out of the General Fund. For the current fiscal year, \$701,200 was budgeted.

Action Requested

Staff recommends that Council authorizes the City Manager to negotiate a contract to provide Solid Waste Collection & Disposal and Recyclable Material Collection & Processing services for the City of Murphy.

Attachments

2013 Solid Waste Proposal Bid Documents – Under Separate Cover

City Council Meeting February 19, 2013

Issue

Consider and take action, if any, on the capital projects list, and authorize the City Manager to prepare the appropriate financial documents for funding.

Staff Resource / Department

James Fisher, City Manager
Linda Truitt, Finance Director

Background/History

On February 5, 2013, Council discussed several capital projects and directed staff to bring this item back on February 19, 2013 to discuss potential funding sources.

Financial Considerations

Issuance of potential tax notes would cost approximately \$25,000 to \$30,000 upfront and \$160,000 annually for seven years. If the general fund takes responsibility of the debt and interest of the tax notes, it will impact the debt service tax rate and have a direct impact on the community. If the MDD and/or MCDC jointly take on the debt and interest expense, they can split the cost with no undue hardships.

Approximately \$371,000 from the 2008 park bonds remains for Bunny Run Park. Central Park could potentially use these park funds as source for additional funding. The funding of Bunny Run Park would have to be determined at a later date (trail bonds of \$600,000 is still available for Bunny Run Park).

Funds of approximately \$52,000 are also available from the interest earned on the General Construction Fund from the 2008 bonds.

Action Requested

Staff recommends that City Council authorize the City Manager to proceed with the capital projects list and prepare the appropriate documents for funding.

Attachments

- 1) City of Murphy Capital Projects
- 2) City of Murphy Capital Projects – Potential Funding Sources
- 3) Email from First Southwest
- 4) Potential Tax Notes issuances with Payment Schedule
- 5) Projected MDD Fund Budgets for FY 2014 – FY 2017
- 6) Projected MCDC/4B Fund Budgets for FY 2014 – FY 2017

City of Murphy
Capital Projects
As of February 12, 3012

Projects Requiring Funds

Central Park - subject to change - no contingency - Bidding of Landscaping may increase or decrease shortage	\$ 214,069
Additional irrigation	50,000
\$500,000 from MDD - cash/tax notes	500,000
Funds needed for Central Park	<u>764,069</u>
 Cemetery Parking	 19,570
 Signage on North Murphy Road for City Hall, Community Center & Central Park	 75,000
 Community Center	 103,800
SECO Grant - waiting on status	(57,576)
Funds needed for Community Center	<u>46,224</u>
 Animal Shelter	 650,000
Current Budget - General Fund	(500,000)
Funds needed for Animal Shelter	<u>150,000</u>
 Total Funds Needed	 <u><u>\$ 1,054,863</u></u>

**City of Murphy
Capital Projects
As of February 12, 3012**

Potential Funding Sources

Interest on General Construction Fund - 2008 Bonds	\$ 52,000
Bunny Run - Park Funds for construction- Trail Funds of \$600,000 remains	371,000
Tax Notes - issue \$1,000,000 - \$500,000 for MDD commitment	<u>1,000,000</u>
Total Funds	<u><u>\$ 1,423,000</u></u>

Rheannon Boe

From: Rheannon Boe
Sent: Wednesday, February 13, 2013 10:55 AM
To: Rheannon Boe
Subject: FW: Murphy Tax Notes
Attachments: Tax Notes for MMD - 2.4.13.pdf

From: Jason Hughes [mailto:Jason.Hughes@firstsw.com]
Sent: Monday, February 04, 2013 9:04 AM
To: Linda Truitt
Subject: Murphy Tax Notes

Linda,

Good morning. Attached is a one page summary of the debt schedules related to a potential issuance of tax notes. I have included runs for \$500,000, \$750,000 and \$1.0 million. Costs of issuance would be approximately \$25,000 to \$30,000 depending on the ultimate issuance size.

Please let me know of any questions or comments you may have.

Thanks,
Jason

Jason Hughes
Senior Vice President
FirstSouthwest

direct 214.953.8707 fax 214.953.4050 cell 214.505.0570
325 North St. Paul Street, Suite 800, Dallas, TX 75201-3852

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City of Murphy

Funding for the Murphy Municipal Development District - Assumes the City Issues Tax Notes

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
	April 2013 - 7 Years - \$500,000			April 2013 - 7 Years - \$750,000			April 2013 - 7 Years - \$1.0 Million			
<u>Year</u>	<u>Principal</u>	<u>Interest ⁽¹⁾</u>	<u>Total P+I</u>	<u>Principal</u>	<u>Interest ⁽¹⁾</u>	<u>Total P+I</u>	<u>Principal</u>	<u>Interest ⁽¹⁾</u>	<u>Total P+I</u>	
2013										
2014	\$ 60,000	\$ 16,403	\$ 76,403	\$ 95,000	\$ 24,542	\$ 119,542	\$ 125,000	\$ 32,743	\$ 157,743	
2015	70,000	10,125	80,125	100,000	15,125	115,125	135,000	20,188	155,188	
2016	70,000	8,375	78,375	105,000	12,563	117,563	140,000	16,750	156,750	
2017	70,000	6,625	76,625	110,000	9,875	119,875	145,000	13,188	158,188	
2018	75,000	4,813	79,813	110,000	7,125	117,125	150,000	9,500	159,500	
2019	75,000	2,938	77,938	115,000	4,313	119,313	150,000	5,750	155,750	
2020	80,000	1,000	81,000	115,000	1,438	116,438	155,000	1,938	156,938	
	<u>\$ 500,000</u>	<u>\$ 50,278</u>	<u>\$ 550,278</u>	<u>\$ 750,000</u>	<u>\$ 74,979</u>	<u>\$ 824,979</u>	<u>\$ 1,000,000</u>	<u>\$ 100,056</u>	<u>\$ 1,100,056</u>	

(1) Based on a projected interest rate of 2.50%; preliminary, subject to change.

City of Murphy
Murphy Municipal Development District
Projected FY 2014 - FY 2017 Budgets

	FY11	FY12	FY12	FY13	Ref	FY14	FY15	FY16	FY17
	Actual	Budget	Projected	Approved	No	Projections	Projections	Projections	Projections
MDD									
REVENUES									
NON-PROPERTY TAXES									
4000-4060-0000 SALES TAX			254,700	575,000		775,000	800,000	800,000	800,000
TOTAL NON-PROPERTY TAXES	-	-	254,700	575,000		775,000	800,000	800,000	800,000
OTHER REVENUE									
4000-4305-0000 INTEREST INCOME			200	400		400	500	500	500
TOTAL OTHER REVENUE	-	-	200	400		400	500	500	500
TOTAL REVENUES	-	-	254,900	575,400		775,400	800,500	800,500	800,500
MDD									
PERSONNEL SERVICES									
5000-1001-0000 SALARIES		-	-	-					
5000-1005-0000 OVERTIME		-	-	-	-	-	-	-	-
5000-1006-0000 LONGEVITY		-	-	-	-	-	-	-	-
5000-1009-0000 TMRS		-	-	-	-	-	-	-	-
5000-1011-0000 SOCIAL SECURITY		-	-	-	-	-	-	-	-
5000-1012-0000 GROUP INSURANCE		-	-	-	-	-	-	-	-
TOTAL PERSONNEL SERVICES	-	-	-	-		-	-	-	-
MATERIALS & SUPPLIES									
5000-2101-0000 GENERAL OFFICE SUPPLIES		-		-		-	-	-	-
5000-2102-0000 MAGAZINES/MAPS/BOOKS		-		-		-	-	-	-
5000-2209-0000 UNIFORMS				-		-	-	-	-
5000-2401-0000 MINOR TOOLS & EQPT.		-		-		-	-	-	-
5000-2403-0000 COMPUTER HARD. & SOFT	-	-		-					
TOTAL MATERIALS & SUPPLIES	-	-	-	-		-	-	-	-

City of Murphy
Murphy Municipal Development District
Projected FY 2014 - FY 2017 Budgets

	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Approved	Ref No	FY14 Projections	FY15 Projections	FY16 Projections	FY17 Projections
CONTRACTUAL SERVICES									
5000-3101-0000 AUDITING AND ACCOUNTING		-	-	2,500	6	2,500	2,500	2,500	2,500
5000-3102-0000 CONSULTANT SERVICES		-	-	-	7	-	-	-	-
5000-3102-1160 CONSULTANT - MUNICIPAL COMP		-	-	-	-	-	-	-	-
5000-3103-0000 LEGAL SERVICES		-	-	2,500	8	2,500	3,000	3,500	4,000
5000-3112-0000 ISSUANCE COSTS		-	-	-	-	-	-	-	-
5000-3199-0000 CONTRACT LABOR		-	-	-	-	-	-	-	-
5000-3201-0000 TELEPHONE EXPENSES		-	-	-	-	-	-	-	-
5000-3202-0000 POSTAGE & FREIGHT		-	-	-	-	-	-	-	-
5000-3203-0000 TRAVEL AND TRAINING		-	-	5,000	10	5,000	5,000	5,000	5,000
5000-3301-0000 AD. AND PUBLIC NOTICES		-	-	1,000	11	1,000	1,000	1,000	1,000
5000-3302-0000 PRINTING AND BINDING		-	-	-	-	-	-	-	-
5000-3405-0000 WORKERS COMPENSATION		-	-	-	-	-	-	-	-
5000-3407-0000 UNEMPLOYMENT INS		-	-	-	-	-	-	-	-
5000-3703-0000 CELL/PAGERS/RADIOS		-	-	-	-	-	-	-	-
5000-3901-0000 DUES & MEMBERSHIP		-	-	-	-	-	-	-	-
5000-3910-0000 ADMINISTRATIVE COSTS		-	102,000	206,700	15	211,800	216,900	222,200	227,700
5000-3996-0000 MURPHY MARKETPLACE INC		-	-	-	-	-	-	-	-
5000-3998-0000 UNEXPENDED PROMOTIONAL EX		-	-	-	-	-	-	-	-
5000-3999-0000 PROMOTIONAL EXPENSE		-	10,000	25,000	16	77,500	80,000	80,000	80,000
TOTAL CONTRACTUAL SERVICES	-	-	112,000	242,700		300,300	308,400	314,200	320,200
CAPITAL OUTLAY									
5000-4305-0000 SPECIAL EQUIPMENT		-	-	-	-	-	-	-	-
5000-4305-5000 SPECIAL EQUIPMENT - ATHLECTIC		-	-	-	-	-	-	-	-
5000-4308-0000 RECREATION EQPT.		-	-	-	-	-	-	-	-
5000-4390-0000 COMPUTER HARDWARE		-	-	-	-	-	-	-	-
5000-4601-0000 FM 544 MEDIAN PROJECT		-	-	-	-	-	-	-	-
5000-4601-1017 GABLES PARK		-	-	-	-	-	-	-	-
5000-4601-XXXX CITY HALL/BUSINESS CENTER		-	-	-	20	-	-	-	-
5000-4601-1XXX MUNICIPAL COMPLEX PARK		-	-	600,000	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	600,000		-	-	-	-

City of Murphy
Murphy Municipal Development District
Projected FY 2014 - FY 2017 Budgets

	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Approved	Ref No	FY14 Projections	FY15 Projections	FY16 Projections	FY17 Projections
DEBT SERVICE									
5000-5001-0000 PRINCIPAL		-	-	-					
5000-5002-0000 INTEREST		-	-	-					
TOTAL DEBT SERVICE	-	-	-	-		-	-	-	-
TOTAL EXPENDITURES	-	-	112,000	842,700		300,300	308,400	314,200	320,200
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	-	-	142,900	(267,300)		475,100	492,100	486,300	480,300
BEGINNING FUND BALANCE 10-01	-	-	987,900	1,130,800		863,500	1,338,600	1,830,700	2,317,000
ENDING FUND BALANCE 09-30	-	-	1,130,800	863,500		1,338,600	1,830,700	2,317,000	2,797,300

City of Murphy
Community Development Corporation (4B)
Projected FY 2014 - FY 2017 Budgets

	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Approved	Ref No	FY14 Projections	FY15 Projections	FY16 Projections	FY17 Projections
34 -4 B SALES TAX FUND									
REVENUES									
NON-PROPERTY TAXES									
4000-4060-0000 4 B SALES TAX	470,568	500,000	522,550	575,000		775,000	800,000	800,000	800,000
TOTAL NON-PROPERTY TAXES	470,568	500,000	522,550	575,000		775,000	800,000	800,000	800,000
OTHER REVENUE									
4000-4305-0000 INTEREST INCOME	1,329	1,000	1,000	1,000		1,000	1,000	1,000	1,000
TOTAL OTHER REVENUE	1,329	1,000	1,000	1,000		1,000	1,000	1,000	1,000
TOTAL REVENUES	471,897	501,000	523,550	576,000		776,000	801,000	801,000	801,000
34 -4 B SALES TAX FUND									
PERSONNEL SERVICES									
5000-1001-0000 SALARIES	38,742	45,000	44,000	-	1	-	-	-	-
5000-1005-0000 OVERTIME	418	1,000	800	-		-	-	-	-
5000-1006-0000 LONGEVITY	36	100	100	-		-	-	-	-
5000-1009-0000 TMRS	4,552	5,000	5,100	-		-	-	-	-
5000-1011-0000 SOCIAL SECURITY	558	700	700	-		-	-	-	-
5000-1012-0000 GROUP INSURANCE	7,131	6,600	2,700	-		-	-	-	-
TOTAL PERSONNEL SERVICES	51,437	58,400	53,400	-		-	-	-	-
MATERIALS & SUPPLIES									
5000-2101-0000 GENERAL OFFICE SUPPLIES	274	500	500	500	2	500	500	600	600
5000-2102-0000 MAGAZINES/MAPS/BOOKS	-	200	200	200	3	300	400	400	400
5000-2209-0000 UNIFORMS	16	800	800	800	4	800	800	800	800
5000-2401-0000 MINOR TOOLS & EQPT.	-	-	-	3,600	4.1	3,600	3,600	3,600	3,600
5000-2403-0000 COMPUTER HARD. & SOFT	-	-	-	-	5	-	-	-	-

City of Murphy
Community Development Corporation (4B)
Projected FY 2014 - FY 2017 Budgets

	FY11	FY12	FY12	FY13	Ref	FY14	FY15	FY16	FY17
	Actual	Budget	Projected	Approved	No	Projections	Projections	Projections	Projections
TOTAL MATERIALS & SUPPLIES	290	1,500	1,500	5,100		5,200	5,300	5,400	5,400
CONTRACTUAL SERVICES									
5000-3101-0000 AUDITING AND ACCOUNTING	1,200	1,500	1,200	1,500	6	1,500	1,500	1,600	1,800
5000-3102-0000 CONSULTANT SERVICES	500	-	-	-	7	-	-	-	-
5000-3102-1160 CONSULTANT - MUNICIPAL COMP	-	-	-	-		-	-	-	-
5000-3103-0000 LEGAL SERVICES	4,402	1,000	1,000	1,000	8	1,000	1,000	1,000	1,000
5000-3112-0000 ISSUANCE COSTS	31,932		35,000	-		-	-	-	-
5000-3199-0000 CONTRACT LABOR	-	-	-	-		-	-	-	-
5000-3201-0000 TELEPHONE EXPENSES	-	-	-	-		-	-	-	-
5000-3202-0000 POSTAGE & FREIGHT	-	100	-	-		-	-	-	-
5000-3203-0000 TRAVEL AND TRAINING	1,188	5,000	2,500	100	9	100	100	100	100
5000-3301-0000 AD. AND PUBLIC NOTICES	-	1,000	1,000	5,000	10	5,000	5,000	5,000	5,000
5000-3302-0000 PRINTING AND BINDING	-	200	200	1,000	11	1,000	1,000	1,000	1,000
5000-3405-0000 WORKERS COMPENSATION	-	200	200	200	12	200	200	200	200
5000-3407-0000 UNEMPLOYMENT INS	54		500	-	13	-	-	-	-
5000-3703-0000 CELL/PAGERS/RADIOS	478	300	-	-	13.1	-	-	-	-
5000-3901-0000 DUES & MEMBERSHIP	715	1,200	-	1,200	14	1,300	1,400	1,500	1,500
5000-3910-0000 ADMINISTRATIVE COSTS	25,000	25,000	25,000	79,700	15	81,400	88,100	89,800	91,600
5000-3996-0000 MURPHY MARKETPLACE INC		-	-	-	16	-	-	-	-
5000-3998-0000 UNEXPENDED PROMOTIONAL EX	9,924	-	-	-		-	-	-	-
5000-3999-0000 PROMOTIONAL EXPENSE	45,250	50,000	50,000	57,500	18	77,500	80,000	80,000	80,000
TOTAL CONTRACTUAL SERVICES	120,642	85,500	116,600	147,200		169,000	178,300	180,200	182,200
CAPITAL OUTLAY									
5000-4304-0000 EQUIPMENT				140,400	18.1	-	-	-	-
5000-4305-0000 SPECIAL EQUIPMENT	55,554	172,000	147,000	50,000	19	-	-	-	-
5000-4305-5000 SPECIAL EQUIPMENT - ATHLECTIC	1,647	-	-	-		-	-	-	-
5000-4308-0000 RECREATION EQPT.	34,030	-	-	-		-	-	-	-
5000-4390-0000 COMPUTER HARDWARE	982	-	-	-		-	-	-	-
5000-4601-0000 FM 544 MEDIAN PROJECT	-	-	-	-		-	-	-	-

City of Murphy
Community Development Corporation (4B)
Projected FY 2014 - FY 2017 Budgets

	FY11	FY12	FY12	FY13	Ref	FY14	FY15	FY16	FY17
	Actual	Budget	Projected	Approved	No	Projections	Projections	Projections	Projections
5000-4601-1017 GABLES PARK	-	-	-	-		-	-	-	-
5000-4601-1400 COMMUNITY CENTER	-	310,000	310,000	-	20	-	-	-	-
5000-4601-1XXX MUNICIPAL COMPLEX PARK	-	300,000	-	300,000	21	-	-	-	-
TOTAL CAPITAL OUTLAY	92,213	782,000	457,000	490,400		-	-	-	-
DEBT SERVICE									
5000-5001-0000 PRINCIPAL	-	120,000	120,000	460,000	22	300,000	310,000	320,000	330,000
5000-5002-0000 INTEREST	8,874	12,200	12,200	54,600	23	41,200	33,700	25,800	17,500
TOTAL DEBT SERVICE	8,874	132,200	132,200	514,600		341,200	343,700	345,800	347,500
TOTAL EXPENDITURES	273,457	1,059,600	760,700	1,157,300		515,400	527,300	531,400	535,100
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	198,440	(558,600)	(237,150)	(581,300)		260,600	273,700	269,600	265,900
BEGINNING FUND BALANCE 10-01	800,807	999,247	999,247	762,096		180,796	441,396	715,096	984,696
ENDING FUND BALANCE 09-30	999,247	440,647	762,096	180,796		441,396	715,096	984,696	1,250,596

Consider and take action, if any, on Alternate #7, Construct 4 Space Parking Lot and Connector Trail, east of PISD Maintenance Facility for Murphy Central Park, and authorize the City Manager to enter into an Interlocal Agreement with PISD for said parking lot and connector trail.

Staff Resource / Department

James Fisher, City Manager
Linda Truitt, Director of Finance
Kim Lenoir, Director of Parks and Public Works
Gary Hendricks, City Engineer

Key Focus Area

Economic Development, Community Character, and Mobility

Summary

Alternate #7, Construct 4 Space Parking Lot and Connector Trail, east of PISD Maintenance Facility for Murphy Central Park, was not acted upon by the City Council when the bids were considered for approval. This item will provide access and parking to the Decatur/Maxwell/Murphy Cemetery. Traditionally, the cemetery had been accessed from Tom Clevenger Road. However, due to the failing culvert at Maxwell creek and the cost to repair the culvert, staff negotiated the proposed parking lot with PISD. The verbal negotiation has the City moving the fence at the PISD Maintenance facility eastern drive to the inside perimeter, and the moving the gate closer to the PISD Maintenance facility.

On February 5, 2013, Council discussed the PISD parking lot and connector trail. Council advised staff to begin drafting and ILA with PISD, and bring this item back on February 19, 2013 to discuss funding in coordination with other capital projects.

Financial Considerations

The estimated cost for Alternate #7 is \$19,570.

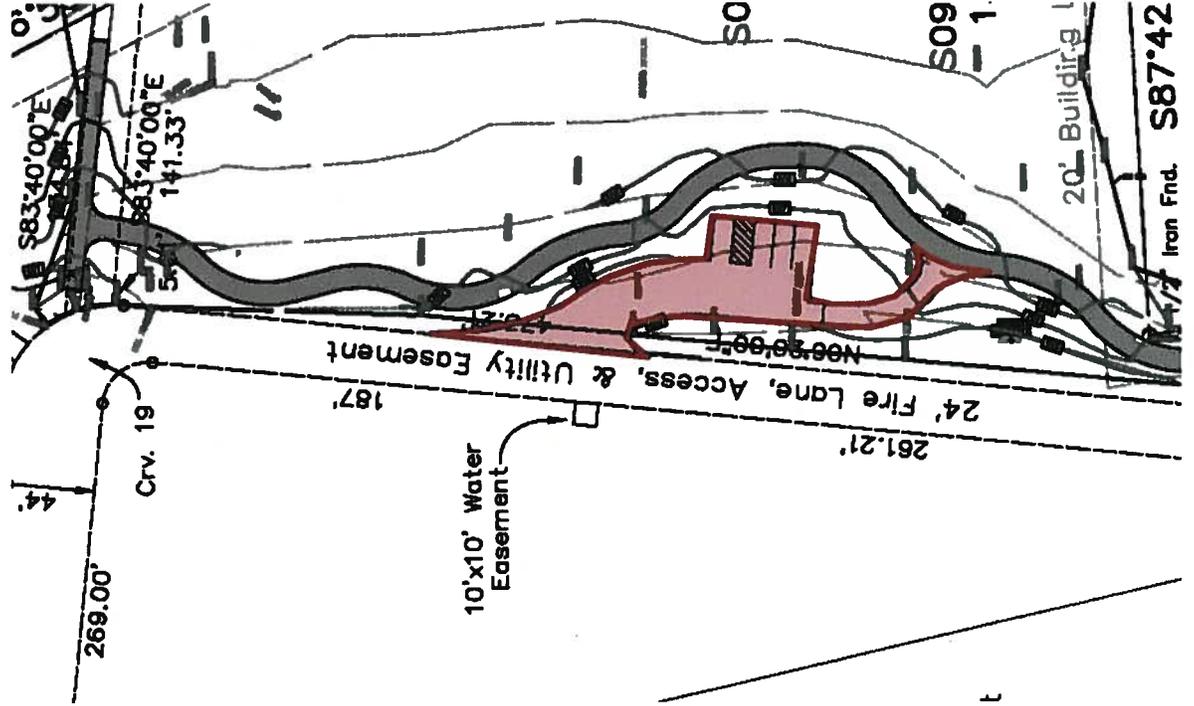
Action Requested / Staff Recommendation

Authorize the City Manager to execute Alternate #7 and enter into an Interlocal Agreement with PISD to allow for fence moving and the new parking lot.

Attachments

Alternate #7

ALTERNATE #7



ALTERNATE #7
 CONSTRUCT 4 SPACE PARKING LOT AND
 CONNECTOR TRAIL.

ADD- \$19,570.00

Do Not Accept



City Council Meeting
February 19, 2013

Issue

Consider and take action, if any, on the request by Plano Sports Authority to waive the permit fees for PSA Murphy.

Staff Resource / Department

James Fisher, City Manager
 Kim Lenoir, Director of Parks and Public Works

Background/History

Plano Sports Authority (PSA) has requested the City wave the estimated \$151,548.52 permit fees for the construction of their facility. PSA is making a great investment into our community, and would like the Council to not require these fees for them.

At the February 5, 2013 meeting, Council requested a break-down of third-party review and inspection fees that the City will incur as a result of the PSA project. The total costs to date listed below do not include any soft costs such as staff review, staff preparation, or any additional third-party fees not yet identified. Please note that the below numbers are estimates which are subject to change.

Building Plan Review (Bureau Veritas):	\$ 10,798.59
Building Inspections (Bureau Veritas):	\$ 16,595.25
Health Inspections (Scott Andrews):	<u>\$ 130.00</u>

Total Hard Costs to Date: \$ 27,523.84

Action Requested

Consider delaying or waiving all, a portion, or none of the estimated \$151,548.52 development fees for PSA Murphy.

Attachments

Fee Checklist for New Commercial Projects – PSA Murphy

Fee Checklist for New Commercial Projects
(Permit Fees are due at Plan Submittal)

Project Name: PLANO SPORTS AUTHORITY

Project Address: 330 N MURPHY ROAD

		<u>Amt. Due</u>	<u>Amt. Pd.</u>	<u>Date Pd.</u>
Total Valuation of project	<u>\$8,000,000</u>			
Total Square Footage of project	<u>87,000</u>			
Certificate of Occupancy		<u>\$75.00</u>	<u>\$0.00</u>	<u> </u>
Health		<u>\$650.00</u>	<u>\$0.00</u>	<u> </u>
Building Permit Fee	valuation of project X \$.010 =	<u>\$80,000.00</u>	<u>\$0.00</u>	<u> </u>
Electrical Permit Fee	based on sq ft of project	<u>\$120.00</u>	<u>\$0.00</u>	<u> </u>
Mechanical Permit Fee	based on sq ft of project	<u>\$120.00</u>	<u>\$0.00</u>	<u> </u>
Plumbing Permit Fee	based on sq ft of project	<u>\$120.00</u>	<u>\$0.00</u>	<u> </u>
Impact Fee for Domestic Water Meter		<u>\$43,443.52</u>	<u>\$0.00</u>	<u> </u>
Impact Fee for Irrigation Water Meter		<u>N/A</u>	<u>\$0.00</u>	<u> </u>
Sewer Tie-In (6" Min for Commercial)	<u>Size</u> <u>6 INCH</u>	<u>\$300.00</u>	<u>\$0.00</u>	<u> </u>
Water Meter - Domestic	<u>3 INCH</u>	<u>\$1,900.00</u>	<u>\$0.00</u>	<u> </u>
Water Meter - Domestic (Deposit on each meter) (2" Min for Commercial)		<u>\$100.00</u>	<u>\$0.00</u>	<u> </u>
Water Meter - Irrigation	<u>N/A</u>	<u>N/A</u>	<u>\$0.00</u>	<u> </u>
Water Meter - Irrigation (Deposit on each meter) (2" Min for Commercial)		<u>N/A</u>	<u>\$0.00</u>	<u> </u>
4% Engineering Inspection Fee		<u>\$18,280.00</u>	<u>\$0.00</u>	<u> </u>
Engineer Plan Review Fee		<u>TBD</u>	<u>\$0.00</u>	<u> </u>
Fire Sprinkler	sq ft of project X \$.035 = (MINIMUM OF \$60.00)	<u>\$3,045.00</u>	<u>\$0.00</u>	<u> </u>
Fire Alarm	sq ft of project X \$.035 = (MINIMUM OF \$60.00)	<u>\$3,045.00</u>	<u>\$0.00</u>	<u> </u>
Miscellaneous	Underground Fire Main	<u>\$50.00</u>	<u>\$0.00</u>	<u> </u>
Miscellaneous	Fire Pump	<u>\$300.00</u>	<u>\$0.00</u>	<u> </u>
Total		<u>\$151,548.52</u>	<u>\$0.00</u>	<u> </u>

City Council Meeting February 19, 2013

Issue

Consider and/or take appropriate action, if any, on funding provisions provided by the Murphy Municipal Development District to improve the infrastructure at Central Park to accommodate the Plano Sports Authority Murphy Building.

Staff Resource / Department

James Fisher, City Manager
Linda Truitt, Finance Director
Kim Lenoir, Director of Parks and Public Works

Key Focus Area

Economic Development, Community Character, Mobility, and 2008 Trail, Street and Park Bond Projects

Background/History

The Murphy Central Park master plan was approved by City Council June 13, 2011. On August 16, 2011, City Council authorized Dunkin Sims Stoffels (DSS), Park Planners, to proceed with construction documents for the Murphy Central Park and Maxwell Creek Trail project. On August 7, 2012, the City Council awarded the construction bid to Dean Construction.

On October 2, 2012, Council approved the Plano Sports Authority (PSA) lease agreement, allowing Murphy Central Park to incorporate a new PSA facility, parking, fire lanes, and access roads. Council also endorsed the Murphy Municipal Development District (MDD) authorizing \$1.1 million from its funds to pay for the necessary infrastructure improvements at Central Park for PSA Murphy. October 16, 2012, Council approved the allocation of \$600,000 of MDD funds for infrastructure improvements for the PSA Murphy building.

PSA Murphy has been integrated into the overall Murphy Central Park development, and the City began major construction in December 2012.

On February 5, 2013, Council discussed this item and directed staff to bring this item back on February 19, 2013 to discuss funding in coordination with other capital projects.

Financial Considerations

Staff is requesting that the additional allocation of \$500,000 of MDD funds for infrastructure improvement for the PSA Murphy building be released to allow this project to continue moving forward.

Action Requested

Staff recommends that City Council release the additional \$500,000 allocation from the Murphy Municipal Development District to pay for the necessary infrastructure improvements at Central Park for PSA Murphy.

Attachments

City Council Meeting Minutes - October 2, 2012
City Council Meeting Minutes - October 16, 2012

CITY COUNCIL MINUTES
OCTOBER 2, 2012 REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

Mayor Baldwin called the meeting to order at 6:03 p.m.

2. INVOCATION & PLEDGE OF ALLEGIANCE

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

3. ROLL CALL & CERTIFICATION OF A QUORUM

City Secretary, Kristi Gilbert, certified a quorum with the following Councilmembers present:

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

Councilmembers absent: None

4. PUBLIC COMMENTS

Greg Matocha, 151 Moonlight – Mr. Matocha expressed his concerns regarding traffic flow on Moonlight Drive. Mr. Matocha stated that, despite the residents installing signs, cut thru traffic and speeding continued. Mr. Matocha continued by stating that he felt code enforcement was not being performed in a fair manner.

Deputy Mayor Pro-Tem Halbert inquired as to the status of a traffic calming study. City Manager Fisher stated that it would be brought before Council in November.

5. PRESENTATION ITEMS

The Murphy Middle School Environmental Club gave a presentation on their efforts to Keep Murphy Beautiful with their sixth grade science teacher Tina Pilgrim.

Mayor Baldwin presented Ms. Pilgrim with the Keep Murphy Beautiful 2012 Educator Award.

6. 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. Consider and/or act upon the approval of the minutes from the Regular City Council meeting of September 18, 2012.
- B. Consider and/or act on approval of an amended and restated Beautification Easement Agreement with Allen & Loucks Venture, L.P.

- C. Consider and/or act on the approval of an ordinance amending PD (Planned Development) District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and specific regulations for the district, including, without limitation, permitted land uses for the district comprised of 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy and located at the northeast corner of East FM 544 and North Murphy Road.
- D. Consider and take appropriate action, if any, on an ordinance amending Section 9.100 of the Fee Schedule, water rates.
- E. Consider and take appropriate action, if any, on an ordinance amending Section 8.300 of the Fee Schedule, solid waste rates.

COUNCIL ACTION:**APPROVED**

Deputy Mayor Pro-Tem Halbert moved to approve the consent agenda as present. Mayor Pro-Tem Daugherty seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 7 to 0.

7. INDIVIDUAL CONSIDERATION

- A. Consider and take appropriate action, if any, on a request for sewer service to 605 Kinney Drive.

Mr. Fisher advised the item had come before the City Council in 2008 as a replat and in 2009 as a construction plat. Mr. Fisher stated that both engineering reviews indicated that a utility plan was necessary for approval; however, both items went through the process without the plan. Mr. Fisher stated that sewer service needed to be extended to provide service to the property.

Deputy Mayor Pro-Tem Halbert inquired as to what the expense would have been initially, if installed correctly. Councilmember Bradley inquired as to how many properties were affected, to which Mr. Fisher replied three. Councilmember Brandon expressed concerns regarding additional properties requesting the same consideration and setting precedence. Mayor Pro-Tem Daugherty stated that he did not believe that this would be setting precedence in that the previous property was granted a waiver in association with annexing into the City.

COUNCIL ACTION:**APPROVED**

Deputy Mayor Pro-Tem Halbert moved to authorize extension of sewer service to 605 Kinney Drive, to authorize the correction of the sewer system servicing 553 and 601 Kinney Drive, and direct the City Manager to prepare all necessary documents for bid solicitation and construction purposes. Mayor Pro-Tem John Daugherty seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 7 to 0.

EXECUTIVE SESSION

At 6:36p.m. the Mayor convened the City Council into closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

§ 551.072 DELIBERATION REGARDING REAL PROPERTY – to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

RECONVENE INTO REGULAR SESSION

The Mayor reconvened the City Council into open session at 7:01p.m.

COUNCIL ACTION:

NO ACTION

No action was taken as a result of the Executive Session.

- B. Consider and/or act upon the proposed Lease Agreement between the City of Murphy and PSA (Plano Sports Authority).

COUNCIL ACTION:

APPROVED

Deputy Mayor Pro-Tem Halbert moved to approve the proposed Lease Agreement between the City of Murphy and PSA (Plano Sports Authority) and authorize the City Manager to sign the contract. Mayor Pro-Tem Daugherty seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 7 to 0.

- C. Consider and/or act upon the proposed infrastructure improvements for Central Park and PSA (Plano Sports Authority).

COUNCIL ACTION:

APPROVED

Deputy Mayor Pro-Tem Halbert move to commit up to \$1.1 million infrastructure improvements for the Plano Sports Authority. Mayor Pro-Tem Daugherty seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 7 to 0.

- D. Discussion on Boards and Commissions, their descriptions and roles and also review the appointment process.

COUNCIL ACTION:

NON ACTION ITEM

Councilmember Grant stated that he would like to see the process open by the end of the week with the application deadline being the end of October. He continued to state that interviews should be conducted before Thanksgiving with appointments at the December meeting. Deputy Mayor Pro-Tem Halbert expressed concerns with meeting cancellations.

COUNCIL ACTION:

RECONSIDER –NO ACTION

Councilmember Brandon made a motion to reconsider Consent Agenda Item B (C). Mayor Pro Tem Daugherty seconded the motion. For: Unanimous. Against: None. The motion to reconsider the item carried by a vote of 7 to 0.

Councilmember Brandon expressed concerns regarding changes to the monument sign and the removal of the brick veneer.

8. CITY MANAGER/STAFF REPORTS

City Manager, James Fisher provided the Council with a report on the following:

- TML Annual Conference, November 13-16, Gaylord Texan Conference Center

- North Murphy Road
- Liberty Ridge Park Dedication – Saturday, October 6, 2012, 9:30am
- Murphy Historical Society 1st Birthday Celebration – October 11, 2012, 7:00pm, MCC

9. EXECUTIVE SESSION

At 7:28 p.m. the Mayor convened the City Council into 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 involving:

- a) George Parker and Parker Tree Services.
- b) Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682
- c) Susan Kinder-Alessio v. City of Murphy, et. al., Civil Action No. 4:12-CV-000493-RC-ALM
- d) Michael Cantrell v. City of Murphy, et. al, Cause No. 6:09-cv-225.

§ 551.071. Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: to receive legal advice regarding planning and zoning issues regarding city development regulations, standards and conditions, city zoning regulations, contractual issues involving public improvements and related issues.

§ 551.074 PERSONNEL MATTERS - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Manager.

10. RECONVENE INTO REGULAR SESSION

The Mayor reconvened the City Council into open session at 9:09 p.m., 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 involving:

- a) George Parker and Parker Tree Services.
- b) Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682
- c) Susan Kinder-Alessio v. City of Murphy, et. al., Civil Action No. 4:12-CV-000493-RC-ALM
- d) Michael Cantrell v. City of Murphy, et. al, Cause No. 6:09-cv-225.

§ 551.071. Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: to receive legal advice regarding planning and zoning issues regarding city development regulations, standards and conditions, city zoning regulations, contractual issues involving public improvements and related issues.

§ 551.074 PERSONNEL MATTERS - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Manager.

COUNCIL ACTION:

No action was taken as a result of the Executive Session.

NO ACTION

11. ADJOURNMENT

With no further business, the meeting was adjourned at 9:09 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Kristi Gilbert, City Secretary

**CITY COUNCIL MINUTES
OCTOBER 16, 2012 REGULAR CITY COUNCIL MEETING**

1. CALL TO ORDER

Mayor Pro Tem Daugherty called the meeting to order at 6:01p.m.

2. INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Pro Tem Daugherty gave the invocation and led the Pledge of Allegiance.

3. ROLL CALL & CERTIFICATION OF A QUORUM

City Secretary, Kristi Gilbert, certified a quorum with the following Councilmembers present:

Mayor Bret Baldwin (arrived at 6:10 p.m.)

Mayor Pro Tem John Daugherty

Deputy Mayor Pro Tem Colleen Halbert

Councilmember Scott Bradley

Councilmember Bernard Grant

Councilmember Dave Brandon

Councilmembers absent:

Councilmember Dennis Richmond

4. PUBLIC COMMENTS

Joe Jaynes, 520 E. Corporate, Lewisville – Mr. James introduced himself as a Collin County Commissioner that serves a precinct other than Murphy and stated that he is also now in government relations for Waste Management. Mr. James promised the ultimate customer service experience with Waste Management as they continue to service the City.

Jerry Roberts, 521 Seminole Trail – Mr. Roberts addressed the Council and asked for consideration in revising the City's ordinances to address bee keeping. Mr. Roberts stated that his neighbor has three bee hives on their shared fence that are preventing him from enjoying the use of his property.

5. PRESENTATION ITEMS

Mayor Pro Tem Daugherty presented the following:

A proclamation presented to Smokey the Bear, designating October 27, 2012 as Murphy Arbor Day;

A proclamation presented to the City's Green Team designating November 15, 2012 as America Recycles Day in Murphy; and,

A proclamation presented to Relay for Life of Wylie/Sachse/Murphy proclaiming October 2012 as Breast Cancer Awareness Month in Murphy.

Martha Wolffe with Relay for Life expressed her gratitude for the proclamation and shared statistics and data on breast cancer and breast cancer awareness.

Mayor Baldwin arrived at the meeting at 6:10 p.m. and assumed the chair.

6. 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. Consider and/or act upon the approval of the minutes from the Regular City Council meeting of October 2, 2012.
- B. Consider and/or act on the Final Plat for Murphy Village Addition, Lot 2R, 4 and 5, Block A on property zoned PD (Planned Development) District No. 09-12-823 and No. 09-12-824 for Retail and Office Uses. This property is located at the southeast quadrant of West FM 544 and Brand Road.
- C. Consider and/or act upon approval of Resolution designating investment officers of the City and approving the investment policies for the investment of municipal funds.
- D. Consider and take appropriate action, if any, on the 2013 City of Murphy Holiday Schedule.

COUNCIL ACTION:**APPROVED**

Councilmember Brandon moved to approve the consent agenda as presented. Councilmember Bradley seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

7. INDIVIDUAL CONSIDERATION

- A. Consider and/or act on the application of Forestar (USA) Real Estate Group, Inc. requesting approval of a site plan for Emerus Emergency Hospital on property zoned PD (Planned Development) District No. 12-07-917 located at the northeast corner of FM 544 and Heritage Parkway.

Deputy Mayor Pro Tem Halbert excused herself from deliberation due to a standing relationship with Methodist Richardson and left the chambers.

The council discussed monument signs, the existing white fence surrounding the Windy Hills Farms subdivision and the use of meandering sidewalks.

COUNCIL ACTION:**APPROVED**

Councilmember Brandon moved to approve the application of Forestar (USA) Real Estate Group, Inc. requesting approval of a site plan for Emerus Emergency Hospital on property zoned PD (Planned Development) District No. 12-07-917 located at the northeast corner of FM 544 and Heritage Parkway. with the following changes: Forestar is to provide a meandering sidewalk on the south side of the property and work with the Windy Hills HOA in an attempt to provide a meandering sidewalk on the west side of the property. Councilmember Bradley seconded the motion. For: Baldwin, Daugherty, Brandon, Bradley and Grant. Against: None. Abstained: Halbert. The motion carried 5-0-1.

- B. Consider and/or act on the application of Forestar (USA) Real Estate Group, Inc. requesting approval of a construction plat for Emerus Emergency Hospital on property zoned PD (Planned Development) District No. 12-07-917 located at the northeast corner of FM 544 and Heritage Parkway.

City Manager James Fisher stated that Deputy Mayor Pro Tem Halbert was continuing to excuse herself.

COUNCIL ACTION:**APPROVED**

Councilmember Brandon moved to approve the application of Forestar (USA) Real Estate Group, Inc. requesting approval of a construction plat for Emerus Emergency Hospital on property zoned PD (Planned Development) District No. 12-07-917 located at the northeast corner of FM 544 and Heritage Parkway. Councilmember Bradley seconded the motion. For: Baldwin, Daugherty, Brandon, Bradley and Grant. Against: None. Abstained: Halbert. The motion carried 5-0-1.

Deputy Mayor Pro Tem Halbert resumed her seat on the dias.

- C. Consider and/or act on the application of Gary Hadley, developer, requesting approval of a site plan for IShine Express Car Wash on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses on property located on FM 544 between Brand Road and Murphy Road.

The Council held discussion related to signage, the process used in washing and detailing the vehicles and the aesthetics of the vacuum bays located in front of the proposed structure.

COUNCIL ACTION:**APPROVED**

Councilmember Brandon moved to approve the application of Gary Hadley, developer, requesting approval of a site plan for IShine Express Car Wash on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses on property located on FM 544 between Brand Road and Murphy Road with the exception that staff and Council have final approval on the signage. Councilmember Bradley seconded the motion.

Deputy Mayor Pro Tem Halbert moved to amend the motion to include moving the vacuum bays to the rear of the property. Councilmember Brandon seconded the motion. For: Halbert and Daugherty. Against: Baldwin, Brandon, Bradley and Grant. The motion failed by a vote of 2 to 4.

The Mayor called for a vote on the primary motion to approve the application with the exception that staff have final approval on the signage. For: Baldwin, Daugherty, Brandon, Bradley and Grant. Against: Halbert. The motion carried by a vote of 5 to 1.

- D. Consider and/or act on the application of Gary Hadley, developer, requesting approval of a construction plat for IShine Express Car Wash on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses on property located on FM 544 between Brand Road and Murphy Road.

COUNCIL ACTION:**APPROVED**

Councilmember Brandon moved to approve the application of Gary Hadley, developer, requesting approval of a construction plat for IShine Express Car Wash on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses on property located on FM 544 between Brand Road and Murphy Road. Councilmember Bradley seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

MURPHY CITY COUNCIL MINUTES
October 16, 2012

- E. Consider and take appropriate action, if any, on funding provisions to improve the infrastructure at Central Park to accommodate the Plano Sports Authority Murphy Building.

COUNCIL ACTION:**APPROVED**

Deputy Mayor Pro Tem Halbert moved to approve the allocation of \$600,000 of Municipal Development District Funds for infrastructure improvements for the Plano Sports Authority Murphy building. Councilmember Bradley seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

- F. Consider and act approval of Amendments to the Code of Ethics of the City of Murphy; Approval of a Confidentiality and Non-Disclosure Agreement; Approval of Ethics Review Commission Complaint Form; and Approval of City Secretary or designee to assist with preparation, posting and delivery of agendas for the Ethics Review Commission Meetings

Assistant City Attorney Ben Wyse suggested that the Council consider both items F and G concurrently as they relate to each other.

Assistant City Attorney Ben Wyse and Ethics Commission Secretary Angie Eisenzopf presented the Commission's proposed amendments to the Code of Ethics to the Council. The Council held discussions relating to whether City employees should be subject to Ethics Commission investigations, as well as the City Secretary's role in receiving and processing complaints and the agenda process.

COUNCIL ACTION:**APPROVED**

Deputy Mayor Pro Tem Halbert moved to approve the Ethics Review Commission's recommendations A2, A4 and A5 as presented (attached as *Exhibit "A"*). Mayor Pro Tem Daugherty seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

Deputy Mayor Pro Tem Halbert moved to approve the Ethics Review Commission's recommendations A3 (attached as *Exhibit "A"*) to be modified to require all City Officials to receive a copy of the Code of Ethics and sign for it. Mayor Pro Tem Daugherty seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

Deputy Mayor Pro Tem Halbert moved to approve the Ethics Review Commission's recommendations A1 (attached as *Exhibit "A"*) with the additional requirement that a request to access the city employees must go through the City Manager's office. Mayor Pro Tem Daugherty seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

- G. Consider and act on the proposed Rules and Procedures of the Ethics Review Commission.

COUNCIL ACTION:**NO ACTION**

Per the Assistant City Attorney's request, the item was considered in conjunction with item F.

- H. Consider and act on Boards and Commissions, their descriptions and roles and appointment of an interview panel comprised of three council members.

COUNCIL ACTION:**APPROVED**

Deputy Mayor Pro Tem Halbert moved to appoint Councilmember Bradley, Councilmember Brandon and Mayor Pro Tem Daugherty. Councilmember Grant seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

Deputy Mayor Pro Tem Halbert moved to approve the descriptions of the Boards and Commissions with the addition the last section of the Composition/Terms of the Animal Shelter Advisory Committee to add "each year during the appointment process in November/December". Councilmember Bradley seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

- I. Consider and take action, if any, on the 2012 November and December City Council meeting schedule.

COUNCIL ACTION:**APPROVED**

Councilmember Grant moved to approve November 13th, November 27th, December 11, 2012 and January 2, 2013 as future council meeting dates. Mayor Pro Tem Daugherty seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

8. CITY MANAGER/STAFF REPORTS

City Manager, James Fisher provided the Council with a report on the following:

- North Murphy Road
- October 19th, Planning and Zoning Training work shop;
- October 25th, Ground Breaking for Central Park;
- Early Voting Begins October 22nd - City Hall Community Room;
- October 27th, Murphy Fire and Rescue Open House;
- October 30th, Animal Shelter Work Session;
- November 1st, Boards, Commission and Volunteer Appreciation Dinner at 6 pm, Murphy Community Center;
- November 2nd, Employee Appreciation and Holiday Luncheon, 11am to 2pm, Murphy Community Center;
- November 6th, Election Day

9. EXECUTIVE SESSION

At 8:23 p.m. the Mayor convened the City Council into 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 a public officer or employee – City Manager.

10. RECONVENE INTO REGULAR SESSION

The Mayor reconvened the City Council into open session at 8:30 p.m., 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 a public officer or employee – City Manager.

COUNCIL ACTION:

STAFF DIRECTION

Councilmember Brandon moved to direct the City Manager and the City Attorney to develop a policy related to the City Manager roles and the City Secretary roles using the City Secretary's job description as a baseline. Mayor Pro Tem Daugherty seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 6 to 0.

11. ADJOURNMENT

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

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Kristi Gilbert, City Secretary

Exhibit "A" to the October 16, 2012 City Council MinutesCITY OF MURPHY
Ethics Review Commission

Recommendations, Requests and Notifications

A. Pursuant to the City of Murphy Code, Chapter 2 – Administration, Article IX – Code of Ethics, Section 2-513 (a)(4)(f), the Ethics Review Commission requests the City Council to consider the following recommendations that were approved by the Commission at its meeting held on Thursday, July 19, 2012:

1. Amend Article IX Code of Ethics, Section 2-513, to require all employees and City officials to answer any inquiries of the Ethics Review Commission.
2. Amend Article IX Code of Ethics, Section 2-501 Definitions, to include the Municipal Development District in the definition of "City Official."
3. Amend Article IX Code of Ethics, Section 2-518, to require all City employees and City officials to receive a copy of the Code of Ethics and to sign for their receipt of their copy. [Not just to make it available.]
4. Approve the Confidentiality and Non-Disclosure Agreement approved by the Ethics Review Commission on July 19, 2012.
5. Approve the Ethics Review Commission Ethics Complaint form.

B. Pursuant to City of Murphy Code, Chapter 2 – Administration, Article IX – Code of Ethics, Section 2-513, the Ethics Review Commission requests the following administrative support from the City:

1. City Secretary or designee to receive requests for agenda items outside of an open meeting and to prepare, post, and deliver the agendas for the meetings of the Ethics Review Commission meeting (in order to avoid potential violations of the Open Meetings Act by members of the Commission).

C. Pursuant to City of Murphy Code, Chapter 2 – Administration, Article IX – Code of Ethics, Section 2-513, the Ethics Review Commission advises the City Council of the resignation of Chairperson Gena Misouria effective at the end of the Commission meeting on July 19, 2012; Chairperson Misouria's term would have continued through December 31, 2013.