

MURPHY CITY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING  
AUGUST 19, 2014 AT 6:00 P.M.  
206 NORTH MURPHY ROAD  
MURPHY, TEXAS 75094



Eric Barna  
Mayor

Scott Bradley  
Mayor Pro Tem

Owais Siddiqui  
Deputy Mayor Pro Tem

Ben St. Clair  
Councilmember

Betty Spraggins  
Councilmember

Sarah Fincanon  
Councilmember

Rob Thomas  
Councilmember

James Fisher  
City Manager

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 August 19, 2014 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**

- A. Presentation of MDA funds collected by Murphy Firefighters.
- B. Presentation of financial report and investment report as of July 31, 2014.

**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 meeting minutes for August 5, 2014 Regular City Council Meeting.
- B. Consider and/or act upon the issuance of a special permit to allow a fireworks display during the Murphy Maize Days celebration on September 27, 2014.

**7. INDIVIDUAL CONSIDERATION**

- A. Hold a public hearing on the proposed 2014 Tax Rate of \$0.5500 per \$100 valuation.
- B. Hold a public hearing on the proposed FY 2014-2015 Budget.
- C. Consider and take action, if any, on the Safe Routes to School bid.
- D. Consider and take action, if any, on a proposed Interlocal Agreement between the City of Murphy, Texas and Texoma Area Paratransit System, Inc. (TAPS) for demand-response transit services.

**8. CITY MANAGER/STAFF REPORTS**

North Murphy Road Construction Update  
Animal Shelter 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:

- A. §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of the City Secretary.
- B. § 551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
- C. § 551.072. Deliberation regarding 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.

#### **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:

- A. §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of the City Secretary.
- B. § 551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
- C. § 551.072. Deliberation regarding 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.
- D. Take Action on any Executive Session Item.

#### **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 August 15, 2014 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

\_\_\_\_\_  
Terri Johnson  
Interim 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 at 972.468.4011 or [citysecretary@murphytx.org](mailto:citysecretary@murphytx.org).

Notice of Possible Quorum: There may be a quorum of the 4B Community Development Corporation, the Animal Shelter Advisory Committee, the Board of Adjustment, the Building and Fire Code Appeals Board, the Ethics Review Commission the Murphy Municipal Development District Board, the Park and Recreation Board and/or the Planning and Zoning Commission may be present at the meeting, but they will not deliberate on any city business.

CITY COUNCIL MINUTES  
AUGUST 5, 2014 REGULAR CITY COUNCIL MEETING

**1. CALL TO ORDER**

Mayor Barna called the meeting to order at 6:00 pm.

**2. INVOCATION & PLEDGE OF ALLEGIANCE**

Mayor Barna gave the invocation and led the Pledge of Allegiance to the United States flag.

**3. ROLL CALL & CERTIFICATION OF A QUORUM**

Terri Johnson, Interim City Secretary, certified a quorum with the following Councilmembers present:

Mayor Eric Barna  
Mayor Pro Tem Scott Bradley  
Deputy Mayor Pro Tem Owais Siddiqui  
Councilmember Ben St. Clair  
Councilmember Betty Nichols Spraggins  
Councilmember Sarah Fincanon  
Councilmember Rob Thomas

Councilmembers absent: None

**4. PUBLIC COMMENTS:**

*Anthony & Debra Chiarello, 616 Taylor Trail, Windy Hill Farms* - Mrs. Chiarello addressed the City Council and explained an issue that surfaced while they were trying to sell their home. She gave a brief background of a violation issue in 2003-2004 regarding homes built in front of the required 30 foot setback. The City Council at that time had given a variance for a number of homes in violation. However, she reported that after investigating, it seemed that the document allowing the variance had never been filed with the property records.

Mrs. Chiarello thanked Kristen Roberts, Director of Economic and Community Development and the City Manager James Fisher for their assistance with trying to get this issue resolved so the sale of their home could proceed.

Mayor Barna apologized for the issue. He stated that he was on Council in 2004 when the variance was approved and Council had done everything necessary but it seemed City staff at that time let it fall through the cracks.

**5. PRESENTATION ITEMS:**

A. Presentation of proposed municipal budget for fiscal year 2014-2015.

City Manager James Fisher presented the proposed FY '15 budget. He pointed out that it had been posted on the City's website.

Mr. Fisher reviewed the general fund and the utility fund in detail.

Mayor Barna expressed appreciation to the City Manager and Finance Director Linda Truitt as well as all of the City staff for their comprehensive work on this proposed budget.

**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 meeting minutes:

1. July 14, 2014 Joint Meeting with Murphy Municipal Development District;
2. July 14, 2014 Budget Work Session
3. July 15, 2014 Regular City Council Meeting
4. July 16, 2014 Special City Council Meeting (Budget Work Session)
5. July 17, 2014 Special City Council Meeting (Budget Work Session)
6. July 21, 2014 Special City Council Meeting (Budget Work Session)

City Manager Fisher reported that corrections had been made to the minutes for the July 15, 2014 Regular City Council Meeting.

**COUNCIL ACTION (6.A.):****APPROVED**

Mayor Pro Tem Bradley moved to accept the consent agenda with the changes to the minutes for the July 15, 2014 Regular City Council Meeting. Councilmember Spraggins seconded the motion. For: Unanimous. The motion carried by a vote of 7 to 0.

**7. INDIVIDUAL CONSIDERATION**

- A. Consider and/or act upon a resolution establishing two dates, August 19, 2014 and September 2, 2014, at 6 pm, to conduct a Public Hearing on the City of Murphy proposed tax rate of \$0.5500 per \$100 valuation and establishing two dates, August 19, 2014 and September 2, 2014 at 6 pm, for a Public Hearing on for the proposed 2014-2015 municipal budget.

The City Manager explained that the City was required to conduct two public hearings on the proposed tax rate and one public hearing on the proposed budget. The proposed tax rate for FY 2015 is \$0.5500 which is comprised of the maintenance and operations rate of \$0.336270 and \$0.213730 for debt service, a two cent decrease from the FY 2014 tax rate.

It is scheduled that the City Council will adopt the proposed budget for FY 2014-2015 on September 16, 2014.

**COUNCIL ACTION (ITEM 7.A.):****APPROVED**

Mayor Pro Tem Bradley moved to approve the Resolution establishing two dates, August 19, 2014 and September 6, 2014 at 6 pm, to conduct a Public Hearing on the City of Murphy proposed tax rate of \$0.5500 per \$100 valuation and establishing two dates, August 19, 2014 and September 2, 2014 at 6 pm, for a Public Hearing on the proposed 2014-2015 municipal budget. The motion was seconded by Councilmember Fincanon. For: Unanimous. The motion carried by a vote of 7 to 0. (*Resolution No. 14-R-799*)

- B. Consider and/or act upon Resolution approving the 2014 appraisal roll with a taxable value of \$1,774,655,435 as certified by Bo Daffin, Chief Appraiser of the Collin Central Appraisal District, and a protested taxable property value of \$25,968,662 under review by the Appraisal Review Board.

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City Manager Fisher reported that the City of Murphy's taxable values are certified annually by the Chief Appraiser of Collin County Central Appraisal District. The Tax Code requires submittal of these certified values to the governing body. The 2014 Certified Tax Roll totals in excess of \$1.7 million which is a 9.93% increase compared to the appraisal roll value a year ago. This does not include properties still under review by the Appraisal Review Board.

The City Manager also explained to the City Council that the Certified Tax Roll totals will continue to change; however, the proposed budget was based on the \$1.7 million and that would not change.

**COUNCIL ACTION (ITEM 7.B.):**

**NO ACTION**

Mayor Pro Tem Bradley moved to approve the Resolution approving the 2014 appraisal roll with a taxable value of \$1,774,655,435 as certified by Bo Daffin, Chief Appraiser of the Collin Central Appraisal District, and a protested taxable property value of \$25,968,662 under review by the Appraisal Review Board. The motion was seconded by Deputy Mayor Pro Tem Siddiqui. For: Unanimous. The motion carried by a vote of 7 to 0. (*Resolution No. 14-R-800*)

- C. Consider and/or act on an amendment to the landscape ordinance to specifically prohibit artificial turf for landscaping in residential zoning.

City Manager Fisher reported that the Council began discussing this item in April, 2014 and at the City Council meeting held on July 15<sup>th</sup> the City Council requested that staff return with an ordinance that prohibited artificial turf from being installed in the following places: front yard, any yard visible from a street, sidewalk and easements. This would allow a homeowner to construct and install artificial turf in their backyard considering it met the requirements of the proposed ordinance including maintaining the drainage as approved at the time of original yard installation.

The Mayor stated that he didn't want to cause these residents any more hassle and he would be willing to vote for a grandfather clause for properties who had installed artificial turf before August 1, 2014. He reported that maps on Google showed many Murphy backyards with putting greens and composite surfaces for athletic purposes.

Council discussed at length with the City Manager.

*Michael Grant, Synthetic GreenScapes* asked to address the Council and stated that his company installs synthetic turf. He listed many advantages of the synthetic turf over natural grasses.

**COUNCIL ACTION (ITEM 7.C.):**

**APPROVED**

Deputy Mayor Pro Tem Siddiqui moved to amend the landscape ordinance as presented to specifically prohibit artificial turf for landscaping in residential zoning. Mayor Pro Tem Bradley seconded the motion.

Mayor Pro Tem Bradley moved to amend the previous motion to include grandfathering any artificial turf that was installed prior to August 1, 2014. The motion to amend was seconded by Councilmember Rob Thomas. For: Mayor Barna, Mayor Pro Tem Bradley, Councilmember St.

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Clair, Councilmember Spraggins, and Councilmember Thomas. Against: Deputy Mayor Pro Tem Siddiqui and Councilmember Fincanon. The motion carried by a vote of 5 to 2.

Mayor Barna returned to the main motion as amended and called for a vote. For: Mayor Barna, Mayor Pro Tem Bradley, Councilmember St. Clair, Councilmember Spraggins, and Councilmember Thomas. Against: Deputy Mayor Pro Tem Siddiqui and Councilmember Fincanon. The motion carried by a vote of 5 to 2.

**ORDINANCE NO. 14-08-981**

**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 BY AMENDING CHAPTER 28 DEVELOPMENT STANDARDS, ARTICLE VI LANDSCAPE STANDARDS, BY ADDING SECTION 28-150 PROVIDING FOR A DEFINITION OF ARTIFICIAL TURF AND BY AMENDING SECTION 28-155 TO PROHIBIT THE INSTALLATION OF ARTIFICIAL TURF IN YARDS THAT ANY PORTION OF SAID TURF IS VISIBLE FROM CITY STREETS, SIDEWALKS, AND/OR EASEMENTS; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.**

The City Manager asked the Mayor for clarification of wording of Section 28-150, Section 3 (i). It shall read that any property owner that has installed artificial turf on their property prior to August 1, 2014 is hereby grandfathered.

- D. Discuss the Water Conservation Plan as approved by City Council on July 15, 2014.

City Manager Fisher reported to the City Council that Councilmember Thomas requested that this item be brought back for further discussion, specifically to discuss information as received from a resident.

Councilmember Thomas reported to Council that the definition of Regulated Irrigation Property in Section 2 should only address property that uses 1 million gallons of water or more for irrigation purposes in a single calendar year and should not have anything to do with the size of the lot.

*Mr. Keith Patton, 451 Poindexter*, addressed the Council and stated that he lived on more than one acre from the time when most properties in Murphy were larger than one acre. He believed that the definition of Regulated Irrigation Property including the lot size of more than one acre was penalizing the property owner. He felt that using more than one million gallons should take care of it.

**COUNCIL ACTION (ITEM 7.D.):**

**NO ACTION**

No action was taken on this item. Council directed the City Manager to bring the amendment of the definition of Regulated Irrigation Property to the next Council meeting. Section 2 – Definitions - REGULATED IRRIGATION PROPERTY means any property that uses 1 million gallons of water or more for irrigation purposes in a single calendar year. The words “or is greater than 1 acre in size” will be removed.

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- E. Hold a public hearing and consider and/or act on the request from MCDC to amend the FY 2014 MCDC Budget to fund an Event Coordinator (Recreation Department) for the remainder of FY 2014.

City Manager Fisher explained that City staff had requested a position be created that would be dedicated to community events. The Murphy Community Development Corporation requested that staff return to their July 21, 2014 meeting with a request and justification for the remainder of the current fiscal year as well as for the request within the proposed FY 2015 budget. The MCDC approved the request for funding of a Community Events Coordinator staff position. Mr. Fisher reminded Council that MCDC receives its funding from sales tax.

Mayor opened the public hearing at 6:48 pm. No one spoke on this item. The Mayor closed the public hearing at 6:48 pm and called for Council discussion.

It was reported that in 2013, the City of Murphy held 8 community events. In 2014-2015, the City of Murphy will hold 16 events. The proposed schedule is:

December	Christmas in the Park
February	Rainbow Trout Roundup
April	Experience Murphy Spring Keep Murphy Beautiful Event Miscellaneous – Historical Society event host 2015
May	Moonlight Movies (four evening movies)
June	Sounds at Sundown (three evening concerts)
September	Maize Days
October	Animal Shelter Grand Opening and Howl-o-ween Fest (possibly annual) Arbor Day Celebration

Currently, the Recreation Department has 3 full time and 4 part time staff. The Recreation Staff operates the MCC and MAC, coordinates programming, memberships, field/pavilion/room reservations, and volunteers. Council agreed that a full-time Community Events Coordinator would be an asset.

The City Manager thanked Caitlyn Mullins, Manager of Recreation Services, and her staff for the growth of successful events that have been held in Murphy.

**COUNCIL ACTION (ITEM 7.E.):**

**APPROVED**

Deputy Mayor Pro Tem Owais Siddiqui moved to amend the FY 2014 MCDC Budget to fund an Event Coordinator (Recreation Department) for the remainder of MCDC FY 2014 budget in the amount of \$15,000. Councilmember Ben St. Clair seconded the motion. For: Unanimous. The motion carried by a vote of 7-0.

- F. Consider and take action, if any, on the request to take FM 2551 (North Murphy Road) off of the Texas State Highway System and authorize the City Manager to execute an agreement.

City Manager Fisher reported that the City had been in discussions with the State since late last year about the possibility of taking this road off the State system because the City desired to implement measures in the Safe Routes to School funding program on North Murphy Road that

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are not currently allowed on State roads. These measures include enhanced crosswalks with lights, midblock crossings, colored textured pavement at crosswalks and improved signage.

North Murphy Road (FM 2551) is a two lane asphalt road that runs from FM 544 in Murphy north through Allen. The State is currently rebuilding and expanding this roadway from two lanes to six lanes from FM 544 to Parker Road. The new road will be 8" of reinforced concrete, on top of 10 inches of lime with a compacted subgrade. The continuous concrete will be stronger and will cause lesser of an issue than the concrete panels on FM 544.

Mr. Fisher reported that TxDOT's estimate of maintenance costs for a 30 year period to be approximately \$380,185. The State will not be providing any funds to take the road off system because they are providing a new road to the City. Due to the construction of the road, there should be very little maintenance cost in the first 10 years other than signal maintenance and striping. The budgeted amount for signal maintenance for FY 15 is approximately \$24,000.

Fisher suggested the City Council consider a 1/8% sales tax from the MMDD and MCDC be allocated for road improvements. Mayor Barna expressed his support for a street maintenance fund and he pointed out that the City of Murphy might eventually end up with the roadway even without this proposed agreement.

City Council members discussed this issue at length.

**COUNCIL ACTION (ITEM 7.F.):**

**APPROVED**

Mayor Pro Tem Bradley moved to authorize the City Manager to negotiate an agreement with TxDOT for taking North Murphy Road off the State Highway System and bring the agreement back to City Council for final approval. Deputy Mayor Pro Tem Siddiqui seconded the motion. For: Mayor Barna, Mayor Pro Tem Bradley, Deputy Mayor Pro Tem Siddiqui, Councilmember Spraggins, Councilmember Fincanon and Councilmember Thomas. Against: Councilmember St. Clair. The motion carried by a vote of 6-1.

- G. Consider and take action, if any, on a proposed Interlocal Agreement between the City of Murphy, Texas and Texoma Area Paratransit System, Inc. for demand-response transit services.

The City Manager reported that the Chief Operating Officer at TAPS made a presentation before City Council on April 15, 2014 to discuss TAPS and the type of services that they provide, especially within the City of Murphy. The proposed cost for services, depending on the level chosen, is between \$33,000 and \$51,000. Mr. Fisher explained that no dollars were included in the proposed budget for these services.

The City Council discussed the number of registered riders per month from the City of Murphy and other issues of the proposed services to be provided by TAPS.

**COUNCIL ACTION (ITEM 7.G.):**

**NO ACTION**

The City Manager was requested to contact TAPS and get more information on the total number of trips on an annual basis that these funds would cover.

- H. Discuss the draft City of Murphy Rental Registration Program for Single Family Residential Properties.

City Manager Fisher reported that there had been discussion regarding the City of Murphy implementing a Rental Registration Program. Code Compliance continues to identify a growing number of rental properties.

The benefits and challenges of a rental registration program were discussed by the City Manager, Director of Economic and Community Development Kristin Roberts and Code Compliance Supervisor David Gensler. It was reported that approximately 360 rental properties have been identified.

Neighboring cities that have rental property registration include:

- a) Dallas – since Feb. 1, 2010
- b) Richardson – since Aug. 12, 2003
- c) Frisco – since Dec. 15, 2009
- d) Plano – since Nov. 25, 2005 (multi-family)
- e) Garland – since May 19, 1992

Following discussion, members of the City Council were reluctant to proceed with a rental registration program at this time.

#### **8. CITY MANAGER/STAFF REPORTS**

Mr. Fisher provided the Council with an update on the following items:  
 North Murphy Road Construction Update – planning for first day of school  
 Animal Shelter Construction Update  
 Aviary Park – new canopy installed today  
 City of Plano's invitation to visit with families from Toyota who will be relocating to the area  
 Labor Day Weekend Volleyball Tournament

#### **9. EXECUTIVE SESSION**

The City Council convened into closed Executive Session at 7:40 pm pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- A. § 551.071. Consultation with City Attorney regarding pending litigation or contemplated litigation involving:
  - a. Burgess v. Cox et al; Cause No. 4:14-cv-00466-ALM
- B. § 551.072. Deliberation regarding 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.
- C. § 551.074. Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of:
  - a. City Manager
  - b. City Secretary

**10. RECONVENE INTO REGULAR SESSION**

The City Council reconvened into open session at 8:36 pm pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- A. § 551.071. Consultation with City Attorney regarding pending litigation or contemplated litigation involving:
  - a. Burgess v. Cox et al; Cause No. 4:14-cv-00466-ALM
  
- B. § 551.072. Deliberation regarding 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.
  
- C. § 551.074. Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of:
  - a. City Manager
  - b. City Secretary
  
- D. Take Action on any Executive Session Item.

No action was taken.

**11. ADJOURNMENT**

With no further business, the meeting was adjourned at 8:37 pm.

APPROVED BY:

\_\_\_\_\_  
Eric Barna, Mayor

ATTEST:

\_\_\_\_\_  
Terri Johnson, Interim City Secretary

**City Council Meeting**  
**August 19, 2014**

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**Issue**

Consider and/or act upon the issuance of a special permit to allow a fireworks display during the Murphy Maize Days celebration on September 27, 2014.

**Staff Resource/Department**

Caitlyn Mullins, Manager of Recreation Services  
Mark Lee, Fire Chief  
Perry Elliott, Fire Marshal

**Summary**

City ordinance Section 34-41 states “the possession of fireworks or discharge of fireworks within the city to be unlawful except where a special permit has been issued by the city council and approved by the city fire marshal.” Therefore, we are requesting council issue a special permit that will allow the city’s selected vendor to bring fireworks into the city and then to discharge them after the fire marshal, or his designee, has reviewed the firing area, weather and wind conditions, and has approved the start of the fireworks display.

**Background/History**

The selected vendor, Pyrotex, Inc., has received the State of Texas Fire Marshal’s office permit. The City of Murphy is listed as an insured entity on their Certificate of Insurance. Valid state pyrotechnic licenses are verified by the Fire Marshal prior to allowing the display to take place.

**Action Requested**

Staff recommends council issue a special permit allowing the possession and discharge of fireworks to Pyrotex, Inc. in accordance with City of Murphy Codes and Ordinances Sec. 34-41.

**Attachments**

State Fire Marshal’s Office Fireworks Permit for September 27,2014  
Site Plan  
State Application  
Pyrotechnics License – Randy Beckham  
Site Inspection Certificate

# FIREWORKS SINGULAR PUBLIC DISPLAY PERMIT

**FDP-8931**

TEXAS DEPARTMENT OF INSURANCE  
STATE FIRE MARSHAL'S OFFICE

Display Date: 09-27-2014  
Between the 8:00 PM and  
hours of: 12:00 AM

Location:  
**MURPHY CITY HALL COMPLEX, 206 N MURPHY ROAD, FIRING SITE IS AN OPEN FIELD,  
MURPHY**  
Alternate Location:

Provision(s): WIND & WEATHER ARE FAVORABLE. DISPLAY SITE APPROVED BY MURPHY FIRE.

Issued To: **PYROTEX, INC.**  
MURPHY  
4368 FM 1553  
LEONARD TX 75452

Pyrotechnic Operator:  
RANDY EDWIN BECKHAM, FPO-1744208, SEO-1741222

DATE ISSUED: 08-06-2014 THIS PERMIT IS VALID ONLY IF THE TEXAS PYROTECHNIC OPERATOR'S LICENSE IS CURRENT ON THE DATE OF THIS DISPLAY.

# FIREWORKS SINGULAR PUBLIC DISPLAY PERMIT

**FDP-8931**

TEXAS DEPARTMENT OF INSURANCE  
STATE FIRE MARSHAL'S OFFICE

Display Date: 09-27-2014  
Between the 8:00 PM and  
hours of: 12:00 AM



Chris Connealy, State Fire Marshal

Location:  
**MURPHY CITY HALL COMPLEX, 206 N MURPHY ROAD, FIRING SITE IS AN OPEN FIELD, MURPHY**  
Alternate Location:

Provision(s): WIND & WEATHER ARE FAVORABLE. DISPLAY SITE APPROVED BY MURPHY FIRE.

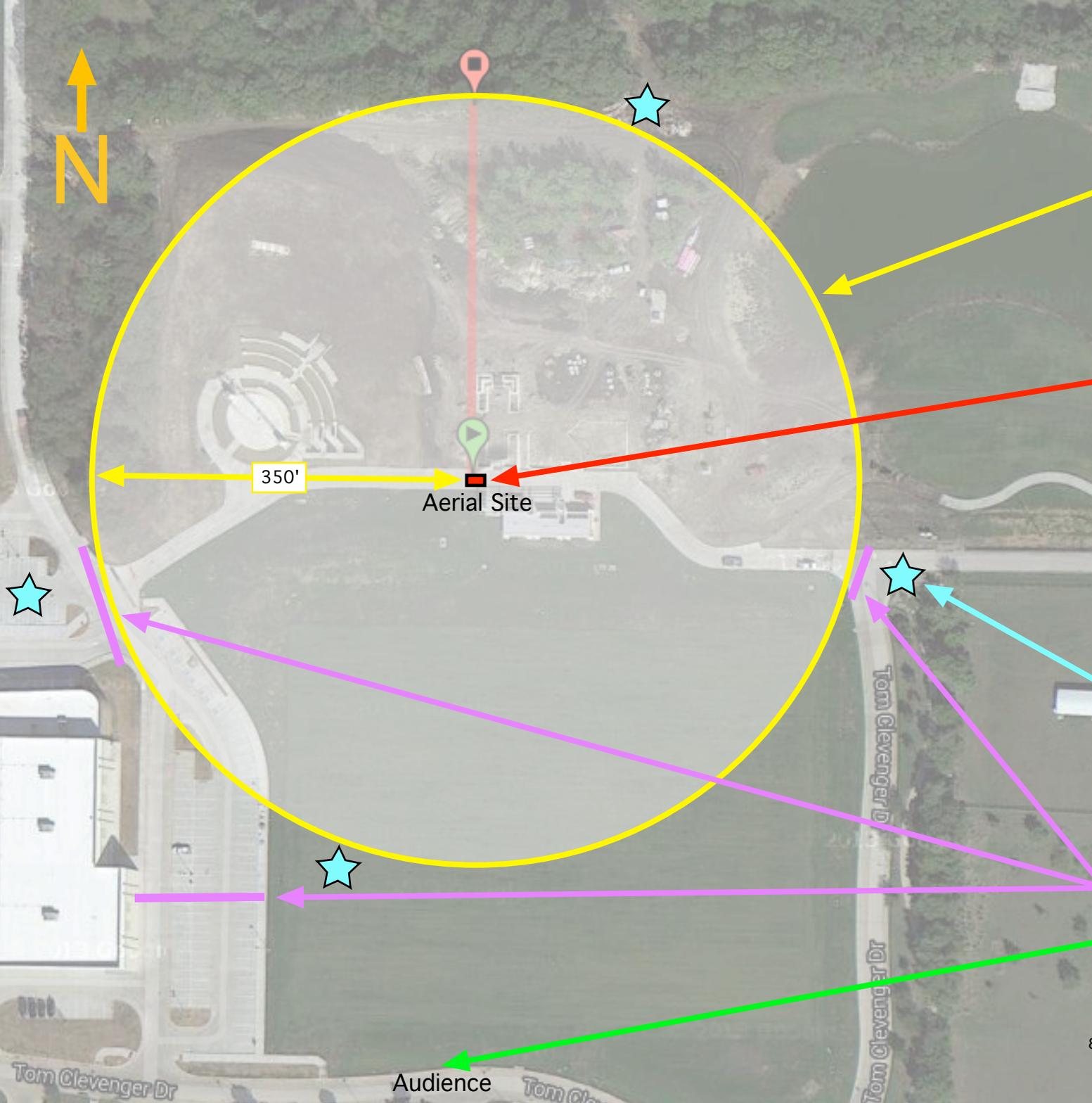
Pyrotechnic Operator:  
RANDY EDWIN BECKHAM, FPO-1744208, SEO-1741222

Issued To: **PYROTEX, INC.**  
MURPHY  
4368 FM 1553  
LEONARD TX 75452

DATE ISSUED: 08-06-2014 THIS PERMIT IS VALID ONLY IF THE TEXAS PYROTECHNIC OPERATOR'S LICENSE IS CURRENT ON THE DATE OF THIS DISPLAY.

**PYROTEX, INC.**  
MURPHY  
4368 FM 1553  
LEONARD TX 75452

Item 5.B  
Murphy City Hall Complex  
206 N Murphy Drive  
Murphy, Texas



The safety perimeter for the aerial site is a circle with a radius of 350 feet which is centered on the fringing site. The safety perimeter encompasses the fallout area.

The aerial fringing site is on a concrete sidewalk in the park. The aerial display fires from a 16' trailer.

There are no occupied churches, classrooms, dorms, prisons, or hospitals within 600' of the fringing site.

There are four (4) police officers providing security for the site.

Barricades

The audience is 500' South of the Aerial site.



**Texas Department of Insurance**

State Fire Marshal's Office Mail Code 112-FM  
 333 Guadalupe • P. O. Box 149221, Austin, Texas 78714-9221  
 512-305-7900 • 512-305-7922 fax • www.tdi.texas.gov

**APPLICATION FOR CLASS B FIREWORKS (FIREWORKS 1.3G)  
 SINGULAR OR MULTIPLE DISPLAY PERMIT**

This application must be accompanied by the appropriate fee and all documents and information required by Chapter 2154 of the Texas Occupations Code and the Fireworks Rules. Complete answers must be given to all questions.

Please print or type.

A public fireworks display permit may not be issued to any person who is under 21 years of age. Any fraudulent representation on this application shall be cause for denial, suspension, or revocation of a permit. All fees are non-refundable, except for overpayments resulting from mistakes of law or fact.

PERMIT			
CHECK ONE	TYPE OF PERMIT	PERMIT FEE	CODE
<input checked="" type="checkbox"/>	Singular Display Permit	\$50.00	570-07
<input type="checkbox"/>	Multiple Display Permit	\$400.00	570-08

APPLICANT			
NAME OF APPLICANT Pyrotex, Inc.		Telephone No. 903-587-8000____ Fax No. 903-587-8001_____	
ADDRESS 4368 FM 1553	CITY Leonard	STATE TX	ZIP 75452
E-MAIL ADDRESS FOR NOTIFICATION PURPOSES (optional) randy@pyrotex.com		WEB SITE ADDRESS (optional) www.pyrotex.com	
Applicant doing business as (Check One)			
<input type="checkbox"/> Individual. Is the individual 21 years of age or older?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/> Partnership. Is each partner 21 years of age or older?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input checked="" type="checkbox"/> Corporation			
<input type="checkbox"/> Other – describe			

DISPLAY INFORMATION			
Date of display	September 27, 2014 _____	Time	20:00 _____
Alternate date of display	None _____	Time	None _____
Exact location description or address of display and/or alternate location for the display Murphy City Hall Complex, 206 N Murphy Road - Firing site is an open field.			
Pyrotechnic operator licensed in Texas who will be at the display site to supervise the display:			
Name	Randy Beckham	License number	FPO-1744208
Name		License number	
Name		License number	

QUESTIONS	
Size and estimated number of 1.3G fireworks to be discharged: 300 - 3" • 200 - 4" • 150 - 5"	
Other items (1.4G fireworks, flame effects, set pieces, etc.)	
Manner and address of storage of fireworks prior to and during the display Product is stored in Pyrotex magazines located at 4368 FM 1553, Leonard, TX 75452	
Product is transported to site day of the event in a locked truck and loaded. No product is stored on site during display.	
Manufacturer or distributor licensed in Texas who is to supply the fireworks: Name Pyrotex, Inc. License number FWD-0052	
SIGNATURES	
In applying for a fireworks permit, I certify that I am familiar with and will comply with Chapter 2154 of the Texas Occupations Code and the Fireworks Rules. I hereby authorize the state fire marshal or any of his duly authorized deputies, upon notice, to enter, examine, and inspect any premises, building, room, or establishment used in connection with the permit for which I am applying to determine compliance with the provisions of Chapter 2154 and the Fireworks Rules. By my signature, I verify that the information on this application and its attachments are true. I understand that knowingly providing a false answer to any question or submitting false information or documents with this application may be tampering with a governmental record which is punishable under the Texas Penal Code Chapter 37, §37.10.	
Printed name	Title
Randy Beckham	President for Life
Signature	Date
	August 4, 2014
Printed name	Title
Signature	Date

**APPLICATIONS MUST BE SIGNED BY AN INDIVIDUAL APPLICANT, BY AN OFFICER OF A CORPORATION, BY THE SOLE PROPRIETOR, BY EACH PARTNER OF A GENERAL PARTNERSHIP, BY THE GENERAL PARTNER OF A LIMITED LIABILITY PARTNERSHIP OR BY AN OFFICER OR MEMBER OF A LIMITED LIABILITY COMPANY.**

**APPLICATIONS SUBMITTED BY A GOVERNMENTAL ENTITY MUST BE SIGNED BY THE APPROPRIATE OFFICER. FOR EXAMPLE, A CITY'S APPLICATION SHOULD BE SIGNED BY THE MAYOR, CITY MANAGER, CITY ADMINISTRATOR, CITY SECRETARY, ETC.**

Check or money order should be made payable to the TEXAS DEPARTMENT OF INSURANCE.  
Mail this completed application along with the appropriate fee and additional documents to:

Mail Address:	State Fire Marshal's Office Mail Code 9999 P. O. Box 149221 Austin, TX 78714-9221 512-305-7930	Physical Address:	State Fire Marshal's Office 333 Guadalupe Austin, TX 78701 512-305-7922
		Fax No.	512-305-7922
		Web Site Address:	<a href="http://www.tdi.texas.gov/fire">www.tdi.texas.gov/fire</a>

**NOTICE ABOUT CERTAIN INFORMATION LAWS AND PRACTICES**

*With few exceptions, you are entitled to be informed about the information that the Texas Department of Insurance (TDI) collects about you. Under sections 552.021 and 552.023 of the Texas Government Code, you have a right to review or receive copies of information about yourself, including private information. However, TDI may withhold information for reasons other than to protect your right to privacy. Under section 559.004 of the Texas Government Code, you are entitled to request that TDI correct information that TDI has about you that is incorrect. For more information about the procedure and costs for obtaining information from TDI or about the procedure for correcting information kept by TDI, please contact the Agency Counsel Section of TDI's Legal and Regulatory Affairs Division at 512-475-1757 or visit the Corrections Procedure section of TDI's web page at [www.tdi.texas.gov](http://www.tdi.texas.gov).*

### Texas Department of Insurance State Fire Marshal's Office

#### Application for Class B Fireworks (Fireworks 1.3G) Singular or Multiple Display Permit Site Inspection Certification

1. Name of applicant Pyrotex, Inc. \_\_\_\_\_

Address 4368 FM 1553 \_\_\_\_\_ Telephone 903-587-8000 \_\_\_\_\_

City Leonard \_\_\_\_\_ State TX \_\_\_\_\_ Zip Code 75452 \_\_\_\_\_

2. Date of display September 27, 2014 \_\_\_\_\_ Time 20:00 \_\_\_\_\_

Alternate date of display None \_\_\_\_\_ Time None \_\_\_\_\_

3. Location and/or alternate location for the display Murphy City Hall Complex, 206 N Murphy Road - Firing site is an open field. \_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. As the fire prevention officer, I approve of the display site and have reviewed the site diagram.  Yes  No

5. I approve of the location and manner for storage of display fireworks before and during the display.  Yes  No

6. I approve of the potential landing area for fireworks debris.  Yes  No

7. The display is to be conducted in compliance with TX Occupations Code, Regulation of Fireworks & Fireworks Displays and the Fireworks Rules.  Yes  No

8. My approval is subject to the following conditions.

List conditions, if applicable, or indicate "None" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. As the appropriate fire prevention officer, I have inspected the display site(s) to determine whether this proposed display is of a nature or in a location that may be hazardous to property or dangerous to any person. This form is my notice to the state fire marshal of the results of the inspection as required in Sec. 2154.206, Chapter 2154, Texas Occupations Code.

Signature of fire prevention officer \_\_\_\_\_ Date \_\_\_\_\_

Printed name of fire prevention officer \_\_\_\_\_ Title \_\_\_\_\_

Department \_\_\_\_\_ Telephone No. \_\_\_\_\_

Email address: \_\_\_\_\_ Mobile Phone No. \_\_\_\_\_

Telephone No. 512-305-7930  
Fax No. 512-305-7922  
Web Site Address [www.tdi.texas.gov/fire](http://www.tdi.texas.gov/fire)

Issued To:  
**BECKHAM, RANDY EDWIN**  
4368 FM 1553  
LEONARD TX 75452

License Number  
**FPO-1744208**  
Expiration Date: 09-06-2015  
EFFECTIVE DATE 09-06-1990



**FIREWORKS PYROTECHNIC OPERATOR'S LICENSE**

DATE ISSUED: July 11, 2014

*Chris Connealy*

Chris Connealy, State Fire Marshal

SF081 Rev.1209

Issued To:

**BECKHAM, RANDY EDWIN**  
4368 FM 1553  
LEONARD TX 75452

License Number **6.B.**

**FPO-1744208**

Expiration Date: 09-06-2015

EFFECTIVE DATE: 09-06-1990



**FIREWORKS PYROTECHNIC OPERATOR'S LICENSE**  
**TEXAS DEPARTMENT OF INSURANCE**  
**STATE FIRE MARSHAL'S OFFICE**

DATE ISSUED: July 11, 2014



Chris Connealy, State Fire Marshal

8 19 14 Agenda Packet 19 of 54

**Texas Department of Insurance  
State Fire Marshal's Office**

**Application for Class B Fireworks (Fireworks 1.3G) Singular or Multiple Display Permit  
Site Inspection Certification**

1. Name of applicant Pyrotex, Inc.

Address 4368 FM 1553 Telephone 903-587-8000

City Leonard State TX Zip Code 75452

2. Date of display September 27, 2014 Time 20:00

Alternate date of display None Time None

3. Location and/or alternate location for the display Murphy City Hall Complex, 206 N Murphy Road - Firing site is an open field.

4. As the fire prevention officer, I approve of the display site and have reviewed the site diagram.  Yes  No

5. I approve of the location and manner for storage of display fireworks before and during the display.  Yes  No

6. I approve of the potential landing area for fireworks debris.  Yes  No

7. The display is to be conducted in compliance with TX Occupations Code, Regulation of Fireworks & Fireworks Displays and the Fireworks Rules.  Yes  No

8. My approval is subject to the following conditions.

List conditions, if applicable, or indicate "None" Wind & weather are favorable

9. As the appropriate fire prevention officer, I have inspected the display site(s) to determine whether this proposed display is of a nature or in a location that may be hazardous to property or dangerous to any person. This form is my notice to the state fire marshal of the results of the inspection as required in Sec. 2154.206, Chapter 2154, Texas Occupations Code.

Signature of fire prevention officer *Perry Elliott* Date 8/5/14

Printed name of fire prevention officer Perry Elliott Title Fire Marshal

Department Fire Telephone No. 972-468-4300

Email address: pellioth@murphytx.org Mobile Phone No. 214-534-0527

Telephone No. 512-305-7930  
Fax No. 512-305-7922  
Web Site Address [www.tdi.texas.gov/fire](http://www.tdi.texas.gov/fire)

**City Council Meeting  
August 19, 2014**

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**Issue**

Hold a public hearing on the proposed tax rate of \$0.5500 per \$100 valuation for City Budget Year of October 1, 2014 through September 30, 2015.

**Staff Resource/Department**

James Fisher – City Manager  
Linda Truitt – Finance Director

**Background**

Public Hearings on the 2014-2015 budgets are schedule for Tuesday, August 19, 2014 and Tuesday, September 2, 2014 at 6:00 PM in the Council Chambers at 206 North Murphy Road, Murphy, Texas.

The City Council voted to propose a tax rate of \$0.5500 per \$100 valuation for the 2014 tax year and the city's budget year of October 1, 2014 through September 30, 2015. The proposed Maintenance and Operations (M&O) rate is \$0.336270, a decrease of \$0.005251, and the debt service rate is \$0.213730, a decrease of \$0.014749 for a total tax rate of \$0.5500 per \$100 valuation, a two cent decrease from the FY 2014 tax rate.

**This tax rate will raise more taxes for maintenance and operations than last year's tax rate.**

**The tax rate will effectively be raised by 5.55 percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$-5.25.**

**Financial Considerations**

The City is proposing a Maintenance and Operations (M&O) tax rate of \$0.336270 per \$100 valuation. The M&O tax rate funds a large portion of the City's operations, including Parks, Public Safety and Public Works. The second portion of the tax rate is for debt service, which provides funding for the current portion of the long-term debt. This year the debt service tax rate is set at \$0. 213730, per \$100 valuation, a decrease from last year's tax rate.

***Announce after Public Hearing:***

**The vote on the proposed tax rate will take place on Tuesday, September 16, 2014 at 6:00 PM in the City Council Chambers at Murphy City Hall, 206 North Murphy Road, Murphy, Texas.**

**Attachments**

- 1) Notice of Public Hearing on Tax Increase

# NOTICE OF 2014 TAX YEAR <sup>Item 7.A</sup> PROPOSED PROPERTY TAX RATE FOR CITY OF MURPHY

A tax rate of \$0.550000 per \$100 valuation has been proposed for adoption by the governing body of City of Murphy. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.550000 per \$100
PRECEDING YEAR'S TAX RATE	\$0.570000 per \$100
EFFECTIVE TAX RATE	\$0.531741 per \$100
ROLLBACK TAX RATE	\$0.557794 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Murphy from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that City of Murphy may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

**YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE  
CALCULATED AS FOLLOWS:**

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Kenneth L. Maun  
Tax Assessor-Collector  
2300 Bloomdale Road, Suite 2366 McKinney, TX 75071  
972-547-5020  
kmaun@collincountytx.gov  
<http://www.murphytx.org/>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 19, 2014 at 6:00 pm at City of Murphy, 206 North Murphy Road, Murphy, TX 75094.

Second Hearing: September 2, 2014 at 6:00 pm at City of Murphy, 206 North Murphy Road, Murphy, TX 75094.

**City Council Meeting**  
**August 19, 2014**

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**Issue**

Hold a public hearing on the proposed fiscal year 2014-2015 budget for the City of Murphy.

**Staff Resource/Department**

James Fisher – City Manager

Linda Truitt – Finance Director

**Background**

Public Hearings on the 2014-2015 budgets are schedule for Tuesday, August 19, 2014 and Tuesday, September 2, 2014 at 6:00 PM in the Council Chambers at 206 North Murphy Road, Murphy, Texas.

Pursuant to Texas Local Government Code 102.006 and City Charter Section 7.05, the City Council has set dates for the Public Hearing on the municipal budget to be Tuesday, August 19, 2014 at 6:00 PM and a second Public Hearing on Tuesday, September 2, 2014 at 6:00 PM. The date set must be at least 15 days after the date the proposed budget is filed with the City Secretary and before the date the City makes its tax levy. The proposed budget was filed with City Secretary on August 5, 2014. The proposed 2014-2015 budget is available for review on the city's website.

The City Council is required to provide notice of the date, time and location of the public hearing pursuant to Texas Local Government Code 102.0065.

**Financial Consideration**

See the fiscal year 2014-2015 budgets provided to City Council on August 5th. The budget is also available on the City's website.

**This budget will raise more total property taxes than last year's budget by \$547,752, or 5.86%, and of that amount \$252,218 is tax revenue to be raised from new property added to the roll this year.**

***Announce after Public Hearing:***

**The vote on the proposed fiscal year 2014-2015 budget will take place on Tuesday, September 16, 2014 at 6:00 PM in the City Council Chambers at Murphy City Hall, 206 North Murphy Road, Murphy, Texas.**

**Attachments**

- 1) Notice of Public Hearing on Proposed Budget
- 2) Fiscal Year 2014-2015 Budget – previously provided and available online

Item 7.B.

**NOTICE OF PUBLIC HEARING**  
**CITY OF MURPHY**  
**PROPOSED OPERATING BUDGET**  
**FISCAL YEAR 2014-2015**

The City of Murphy will conduct a Public Hearing on the Proposed Operating Budget for the fiscal year 2014-2015 on Tuesday, August 19, 2014 at 6:00 p.m. and on Tuesday, September 2, 2014 at 6:00 p.m. at the Murphy Municipal Complex, City Council Chambers, 206 North Murphy Road, Murphy, Texas 75094.

**This budget will raise more total property taxes than last year's budget by \$547,752 or 5.86%, and of that amount \$252,218 is tax revenue to be raised from new property added to the tax roll this year.**

You have a right to attend the Public Hearing and make comments. A copy of the proposed budget is on file with the City Secretary's Office located at 206 North Murphy Road, Murphy, Texas 75094. It is also available on the City's website at [www.murphytx.org](http://www.murphytx.org).

Dated this 5th day of August, 2014.

Linda Truitt

Finance Director

City of Murphy, TX

**City Council Meeting**  
**August 19, 2014**

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**Issue**

Consider and take action on the Safe Routes to School program bids and authorize the City Manager to execute the necessary documents.

**Staff Resource/Department**

James Fisher – City Manager

**Background**

Hike and bike trails and pedestrian mobility is highly supported by the citizens of Murphy. Sidewalks in Murphy are a major part of the pedestrian network for connections to schools, parks, city facilities, and businesses.

TXDOT is funding the Safe Routes to Schools (SRTS) sidewalk and enhanced crosswalks along the North Murphy Road widening project – connecting Murphy Middle School, McMillen High School, Central Park, PSA, and surrounding neighborhoods. The grant will also help with a new sidewalk in the Rolling Ridge subdivision. This project will be coordinated with existing sidewalks/trails, TXDOT sidewalks for the road widening project, and adding the new SRTS sidewalks. Murphy will have sidewalks on both sides of NMR from FM 544 to Parker City limits. A couple of blocks on the west side across from the schools have been recommended by the city to not include sidewalks (too narrow of a space).

In 2011, the city council approved grant contracts with TXDOT for the award of two Murphy Safe Routes to School grant projects, Grant Project Number 2009 1800 1 in the amount of \$499,626 and Grant Project Number 2009 1800 3 in the amount of \$500,000, for a total of \$ 999,626. The Opinion of Probable Construction Cost for the SRTS project is \$885,795, which includes approximately \$147,000 in contingency costs.

**Financial Considerations**

Freese and Nichols, the City's Engineer for the SRTS project, prepared the necessary documents for construction and bid purposes. The project released for bids, seven contractors downloaded plans and two submitted bids. 3i Construction, LLC was the low bidder at \$633,000.

**Action**

Award the bid to 3i Construction in the amount of \$633,000 and authorize the City Manager to execute the necessary documents.

**Attachments**

- 1) Letter from Freese and Nichols dated August 1, 2014



Innovative approaches  
Practical results  
Outstanding service

305 S. Broadway Ave., Suite 700 • Tyler, Texas 75702 • 903-705-4401 • fax 903-595-2695 • www.freese.com

RECEIVED

AUG 4 2014

City Manager's Office

August 1, 2014

Mr. James Fisher  
City of Murphy  
205 North Murphy Road  
Murphy, TX 75094

Re: Engineer's Recommendation Letter for Award  
Safe Routes to School Improvement  
Federal-Aid Project No. STP 2012(795) SRS  
CSJ: 0918-24-177, etc.

Dear Mr. Fisher:

Bids were opened on July 29, 2014 for the SRTS project. There were seven general contractors that downloaded plans and two that submitted bids for the project. Our opinion of probable construction cost for the project was \$638,908.80. The following bids were received.

Contractor	Bid Amount
3i Construction, LLC	\$633,000.00
Lone Star Civil Construction, Inc.	\$774,434.20

The detailed bid tabulation is attached. The apparent low bidder is 3i Construction, LLC. Both of the bids were mathematically checked and neither contain errors. In addition, FNI has verified that the Contractor is a TxDOT prequalified contractor as well as a certified DBE through the Texas Unified Certification Program. Attached is the documentation from TxDOT's website.

It is our understanding that this Contractor is currently working for the City of Murphy on the Animal Shelter Facility. Though the project has just begun, the City is familiar with the Contractor and some of its personnel. Based on the information available, we recommend that the contract is awarded to 3i Construction, LLC in the total amount of \$633,000.00.

Should you have any questions or need any additional information, please contact us.

Sincerely,  
FREESE AND NICHOLS, INC.

Brooke Droptini, P.E.  
Project Manager

Attachments

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST

CSJ: 0918-24-177, ETC.  
PROJECT NO: STP 2012(795)SRS

PREPARED FOR THE CITY OF MURPHY TEXAS  
TXDOT DISTRICT: DALLAS  
COUNTY: COLLIN  
TYPE: Murphy SRTS Improvements

ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
100	2002	002		PREPARING ROW	STA	47.00	\$ 100.00	\$ 4,700.00
104	2017			REMOVING CONC (DRIVEWAYS)	SY	128.00	\$ 12.00	\$ 1,536.00
105	2070			REMOVING STAB BASE & ASPH PAV (6"-8")	SY	766.00	\$ 5.00	\$ 3,830.00
160	2003			FURNISHING AND PLACING TOPSOIL (4")	SY	2611.00	\$ 1.10	\$ 2,872.10
162	2002			BLOCK SODDING	SY	2611.00	\$ 2.70	\$ 7,049.70
168	2001			VEGATATIVE WATERING	MG	78.00	\$ 13.00	\$ 1,014.00
360	2001	013		CONC PVMT (CONT REINF-CRCP) (8")	SY	591.00	\$ 80.00	\$ 47,280.00
416	2002	001		DRILL SHAFT (24 IN)	LF	12.00	\$ 150.00	\$ 1,800.00
416	2032	001		DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	52.00	\$ 205.00	\$ 10,660.00
500	2001	011		MOBILIZATION (CSJ: 0918-24-177)	LS	1.00	\$ 27,650.00	\$ 27,650.00
500	2001	011		MOBILIZATION (CSJ: 0918-24-179)	LS	1.00	\$ 14,350.00	\$ 14,350.00
502	2001	033		BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	7.00	\$ 2,000.00	\$ 14,000.00
528	2003			COLORLED TEXTURED CONC (8")	SY	175.00	\$ 110.00	\$ 19,250.00
529	2006			CONC CURB (MONO) (TY II)	LF	324.00	\$ 2.00	\$ 648.00
530	2010	006		DRIVEWAYS (CONC)	SY	128.00	\$ 60.00	\$ 7,680.00
531	2005			CURB RAMPS (TY 1)	EA	13.00	\$ 1,200.00	\$ 15,600.00
531	2010			CURB RAMPS (TY 7)	EA	8.00	\$ 1,200.00	\$ 9,600.00
531	2017			CURB RAMPS (TY 21)	EA	3.00	\$ 1,420.00	\$ 4,260.00
531	2024			CONC SIDEWALK (5")	SY	3963.00	\$ 48.00	\$ 190,224.00
618	2019			CONDIT (PVC) (SCHD 40) (2 IN) (BORE)	LF	1008.00	\$ 16.00	\$ 16,128.00
618	2023			CONDIT (PVC) (SCHD 40) (3 IN) (BORE)	LF	324.00	\$ 25.00	\$ 8,100.00
620	2009	001		ELEC CONDR (NO. 6) BARE	LF	417.00	\$ 1.20	\$ 500.40
620	2010	001		ELEC CONDR (NO. 6) INSULATED	LF	52.00	\$ 1.30	\$ 67.60
620	2012	001		ELEC CONDR (NO. 8) INSULATED	LF	1180.00	\$ 1.25	\$ 1,475.00
624	2008	014		GROUND BOX TY A (122311) W/ APRON	EA	9.00	\$ 700.00	\$ 6,300.00
628	2055	003		ELC SRV TY D 120/240 060 (NS) AL (E) PS (U)	EA	2.00	\$ 3,675.00	\$ 7,350.00
636	2001	014		ALUMINUM SIGNS (TY A)	SF	20.00	\$ 30.00	\$ 600.00
644	2001			IN SM RD SN SUP & AM TY10BWG (1) SA (P)	EA	4.00	\$ 410.00	\$ 1,640.00
644	2048			IN SM RD SN SUP & AM TYTW (1)UA(P)	EA	6.00	\$ 300.00	\$ 1,800.00

ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
658	2353			INSTL OM ASSM (OM-3C) (FLX) SRF	EA	6.00	\$ 300.00	\$ 1,800.00
666	2042			REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	1556.00	\$ 4.50	\$ 7,002.00
666	2048			REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	1192.00	\$ 5.50	\$ 6,556.00
666	2098			REF PAV MRK TY I (W) 18" (YLD TRI) (090MIL)	EA	39.00	\$ 25.00	\$ 975.00
666	2193			PAVEMENT SEALER 12"	LF	1556.00	\$ 1.00	\$ 1,556.00
666	2195			PAVEMENT SEALER 24"	LF	1192.00	\$ 2.00	\$ 2,384.00
666	2257			PAVEMENT SEALER (YIELD TRI)	EA	39.00	\$ 20.00	\$ 780.00
678	2004			PAV SURF PREP FOR MRK (12")	LF	1556.00	\$ 1.00	\$ 1,556.00
678	2006			PAV SURF PREP FOR MRK (24")	LF	1192.00	\$ 2.00	\$ 2,384.00
678	2019			PAV SURF PREP FOR MRK (18") (YLD TRI)	EA	39.00	\$ 7.00	\$ 273.00
682	2025	003		VEH SIG SEC (12 IN) LED (YEL)	EA	12.00	\$ 215.00	\$ 2,580.00
682	2027	003		VEH SIG SEC (12 IN) LED (RED)	EA	24.00	\$ 215.00	\$ 5,160.00
682	2066	003		PED SIG SEC (12 IN) LED (COUNTDOWN)	EA	6.00	\$ 200.00	\$ 1,200.00
684	2031			TRF SIG CBL (TY A) (14 AWG) (5-CONDR)	LF	807.00	\$ 2.00	\$ 1,614.00
684	2042			TRF SIG CBL (TY A) (14 AWG) (16-CONDR)	LF	305.00	\$ 5.00	\$ 1,525.00
684	2054			TRF SIG CBL (TY A) (18 AWG) (3 CONDR)	EA	420.00	\$ 3.50	\$ 1,470.00
684	2079			TRF SIG CBL (TY C) (12 AWG) (2 CONDR)	LF	690.00	\$ 1.50	\$ 1,035.00
686	2045			INS TRF SIG PL AM (S) 1 ARM (44") LUM	EA	4.00	\$ 7,430.00	\$ 29,720.00
687	2001	005		PED POLE ASSEMBLY	EA	2.00	\$ 1,475.00	\$ 2,950.00
1122	2037	001		TEMPORARY SEDIMENT CONTROL FENCE INSTALLATION	LF	4387.00	\$ 1.50	\$ 6,580.50
1122	2038	001		TEMP SDMT CONT FENCE (INLET PROTECTION)	LF	300.00	\$ 15.00	\$ 4,500.00
1122	2057	001		TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	4687.00	\$ 0.50	\$ 2,343.50
8835	2001			ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	6.00	\$ 1,500.00	\$ 9,000.00
M100	2001			MONUMENT COLUMN	EA	3.00	\$ 25,000.00	\$ 75,000.00
M101	2001			IN-PAVEMENT LED LIGHTING (INCLUDES 12 LIGHTS, CONTROLLER)	EA	1.00	\$ 20,000.00	\$ 20,000.00
M101	2002			IN-PAVEMENT LED LIGHTING (INCLUDES 10 LIGHTS, CONTROLLER)	EA	1.00	\$ 19,000.00	\$ 19,000.00
M102	2001			HAWK 170 CONTROLLER	EA	2.00	\$ 1,000.00	\$ 2,000.00

(CSJ: 0918-24-177) SUBTOTAL OF NORTH MURPHY ROAD ENHANCEMENT BID ITEMS \$ 404,874.80  
(CSJ: 0918-24-179) SUBTOTAL OF SIDEWALK BID ITEMS \* \$ 234,034.00

**TOTAL PROJECT \$ 638,908.80**

**Freese & Nichols, Inc.**  
 305 South Broadway Avenue, Suite 700  
 Tyler, Texas 75702  
**BID TABULATION**

**Freese and Nichols**  
 1111 W. Mockingbird Land, Ste. 1060  
 Dallas, Texas 75247

**3i Construction, LLC**  
 Lone Star Civil Construction, Inc.  
 4320 Windsor Centre Trail, Ste. 500  
 Flower Mound, TX 75028

**Client:** The City of Murphy  
**Project:** Safe Routes to School Improvement  
**Bid Date:** 7/30/2014  
**Project No.:** MUR13380

**Freese & Nichols**

**Key**  
 Low  
 High

#	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>CSJ:0918-24-177 BID ITEMS</b>									
100-2002	PREPARING ROW	47.00	STA	100.00	4,700.00	323.00	15,181.00	1,000.00	47,000.00
104-2017	REMOVING CONC (DRIVEWAYS)	128.00	SY	12.00	1,536.00	20.25	2,592.00	15.00	1,920.00
105-2070	REMOVING STAB BASE & ASPH PAV (6"-8")	766.00	SY	5.00	3,830.00	15.75	12,064.50	7.00	5,362.00
160-2003	FURNISHING AND PLACING TOPSOIL (4")	2,611.00	SY	1.10	2,872.10	1.30	3,394.30	9.00	23,495.00
162-2002	BLOCK SODDING	2,611.00	SY	2.70	7,049.70	4.05	10,574.55	3.00	7,833.00
168-2001	VEGATATIVE WATERING	78.00	MG	13.00	1,014.00	44.17	3,445.26	15.00	1,170.00
360-2001	CONC PVMT (CONT REINF-CRCP) (8")	591.00	SY	80.00	47,280.00	47.34	27,977.94	130.00	76,830.00
416-2002	DRILL SHAFT (24 IN)	12.00	LF	150.00	1,800.00	166.67	2,000.04	75.00	900.00
416-2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	52.00	LF	205.00	10,660.00	157.31	8,180.12	170.00	8,840.00
500-2001	MOBILIZATION (CSJ:0918-24-177)	1.00	LS	27,650.00	27,650.00	35,000.00	35,000.00	50,000.00	50,000.00
502-2001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	7.00	MO	2,000.00	14,000.00	3,887.14	27,209.98	3,850.00	26,950.00
528-2003	COLORLED TEXTURED CONC (8")	175.00	SY	110.00	19,250.00	154.29	27,000.75	100.00	17,500.00
529-2006	CONC CURB (MONO) (TY II)	324.00	LF	2.00	648.00	10.26	3,324.24	2.00	648.00
530-2010	DRIVEWAYS (CONC)	128.00	SY	60.00	7,680.00	60.55	7,750.40	70.00	8,960.00
618-2019	CONDT (PVC) (SCHD 40) (2 IN) (BORE)	1,008.00	LF	16.00	16,128.00	13.58	13,688.64	12.00	12,096.00
618-2023	CONDT (PVC) (SCHD 40) (3 IN) (BORE)	324.00	LF	25.00	8,100.00	21.72	7,037.28	15.00	4,860.00
620-2009	ELEC CONDR (NO. 6) BARE	417.00	LF	1.20	500.40	1.72	717.24	0.75	312.75
620-2010	ELEC CONDR (NO. 6) INSULATED	52.00	LF	1.30	67.60	1.53	79.56	0.85	44.20
620-2012	ELEC CONDR (NO. 8) INSULATED	1,180.00	LF	1.25	1,475.00	1.30	1,534.00	0.70	826.00
624-2008	GROUND BOX TY A (122311) W/ APRON	9.00	EA	700.00	6,300.00	752.22	6,769.98	425.00	3,825.00
628-2055	ELC SRV TY D 120/240 060 (NS) AL (E) PS (U)	2.00	EA	3,675.00	7,350.00	4,250.00	8,500.00	4,850.00	9,700.00
636-2001	ALUMINUM SIGNS (TY A)	20.00	SF	30.00	600.00	350.00	7,000.00	20.00	400.00
644-2001	IN SM RD SN SUP & AM TY10BWG (1) SA (P)	4.00	EA	410.00	1,640.00	450.00	1,800.00	500.00	2,000.00
644-2048	IN SM RD SN SUP & AM TY1WT (1)UA(P)	6.00	EA	300.00	1,800.00	500.00	3,000.00	475.00	2,850.00
658-2353	INSTL OM ASSM (OM-3C) (FLX) SRF	6.00	EA	300.00	1,800.00	1,166.67	7,000.02	165.00	990.00
666-2042	REFL PAV MKR TY I (W) 12" (SLD) (100 MIL)	1,556.00	LF	4.50	7,002.00	1.41	2,193.96	2.80	4,356.80
666-2048	REFL PAV MKR TY I (W) 24" (SLD) (100 MIL)	1,192.00	LF	5.50	6,556.00	2.52	3,003.84	5.40	6,436.80
666-2098	REF PAV MKR TY I (W) 18" (YLD TRI) (090MIL)	39.00	EA	25.00	975.00	35.90	1,400.10	38.00	1,482.00
666-2193	PAVEMENT SEALER 12"	1,556.00	LF	1.00	1,556.00	1.16	1,804.96	0.65	1,011.40
666-2195	PAVEMENT SEALER 24"	1,192.00	LF	2.00	2,384.00	2.13	2,538.96	1.55	1,847.60
666-2257	PAVEMENT SEALER (YIELD TRI)	39.00	EA	20.00	780.00	10.00	390.00	18.00	702.00
678-2004	PAV SURF PREP FOR MKR (12")	1,556.00	LF	1.00	1,556.00	0.48	746.88	0.60	933.60
678-2006	PAV SURF PREP FOR MKR (24")	1,192.00	LF	2.00	2,384.00	0.63	750.96	1.15	1,370.80
678-2019	PAV SURF PREP FOR MKR (18") (YLD TRI)	39.00	EA	7.00	273.00	10.00	390.00	9.50	370.50
682-2025	VEH SIG SEC (12 IN) LED (YEL)	12.00	EA	215.00	2,580.00	246.67	2,960.04	185.00	2,220.00
682-2027	VEH SIG SEC (12 IN) LED (RED)	24.00	EA	215.00	5,160.00	241.67	5,800.08	160.00	3,840.00
682-2066	PEDESTAL (12 IN) LED (COUNTDOWN)	6.00	EA	200.00	1,200.00	216.67	1,300.02	440.00	2,640.00
684-2031	TRF SIG CBL (TY A) (14 AWG) (5-CONDR)	807.00	LF	2.00	1,614.00	1.49	1,202.43	3.00	2,421.00
684-2042	TRF SIG CBL (TY A) (14 AWG) (16-CONDR)	305.00	LF	5.00	1,525.00	3.28	1,000.40	3.00	915.00
684-2054	TRF SIG CBL (TY A) (18 AWG) (3 CONDR)	420.00	EA	3.50	1,470.00	1.43	600.60	6.00	2,520.00
684-2079	TRF SIG CBL (TY C) (12 AWG) (2 CONDR)	690.00	LF	1.50	1,035.00	0.87	600.30	2.00	1,380.00
686-2045	INS TRF SIG PL AM (S) 1 ARM (44") LUM	4.00	EA	7,430.00	29,720.00	7,500.00	30,000.00	5,600.00	22,400.00
687-2001	PEDESTAL ASSEMBLY	2.00	EA	1,475.00	2,950.00	1,750.00	3,500.00	750.00	1,500.00
11122-2037	TEMPORARY SEDIMENT CONTROL FENCE INSTALLATION	4,387.00	LF	1.50	6,580.50	1.48	6,492.76	1.75	7,677.25

Client		Freese & Nichols, Inc.		Freese and Nichols		3i Construction, LLC		Lone Star Civil Construction, Inc.	
Project		305 South Broadway Avenue, Suite 700		1111 W. Mockingbird Land, Ste. 1060		4320 Windsor Centre Trail, Ste. 500		Flower Mound, TX 76028	
Bid Date		Tyler, Texas 75702		Dallas, Texas 76247					
Project No.:		MURI13380							
#	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1122-2038	TEMP SDMT CONT FENCE (INLET PROTECTION)	300.00	LF	15.00	4,500.00	3.50	1,050.00	3.50	1,050.00
1122-2057	TEMPORARY SEDIMENT CONTROL FENCE REMOVE	4,687.00	LF	0.50	2,343.50	0.11	515.57	0.50	2,343.50
8835-2001	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	6.00	EA	1,500.00	9,000.00	1,333.33	7,999.98	1,100.00	6,600.00
M100-2001	MONUMENT COLUMN	3.00	EA	25,000.00	75,000.00	5,000.00	15,000.00	32,000.00	96,000.00
M101-2001	IN-PAVEMENT LED LIGHTING (INCLUDES 12 LIGHTS, CONTROLLE	1.00	EA	20,000.00	20,000.00	5,000.00	5,000.00	17,280.00	17,280.00
M101-2002	IN-PAVEMENT LED LIGHTING (INCLUDES 10 LIGHTS, CONTROLLE	1.00	EA	19,000.00	19,000.00	5,000.00	5,000.00	14,500.00	14,500.00
M102-2001	HAWK 170 CONTROLLER	2.00	EA	1,000.00	2,000.00	5,000.00	10,000.00	10,000.00	20,000.00
	<b>TOTAL AMOUNT - CSJ:0918-24-177</b>				<b>\$ 404,874.80</b>		<b>\$ 354,063.64</b>		<b>\$ 639,114.20</b>
<b>CSJ: 0918-24-179 BID ITEMS</b>									
500-2001	MOBILIZATION	1.00	LS	14,350.00	14,350.00	24,929.72	24,929.72	50,000.00	50,000.00
531-2005	CURB RAMPS (TY 1)	13.00	EA	1,200.00	15,600.00	1,125.00	14,625.00	1,000.00	13,000.00
531-2010	CURB RAMPS (TY 7)	8.00	EA	1,200.00	9,600.00	1,125.00	9,000.00	1,200.00	9,600.00
531-2017	CURB RAMPS (TY 21)	3.00	EA	1,420.00	4,260.00	1,127.00	3,381.00	1,400.00	4,200.00
531-2024	CONC SIDEWALK (5')	3,963.00	SY	48.00	190,224.00	57.28	227,000.64	40.00	158,520.00
	<b>TOTAL AMOUNT - CSJ: 0918-24-179</b>				<b>\$ 234,034.00</b>		<b>\$ 278,936.36</b>		<b>\$ 235,320.00</b>
	<b>TOTAL AMOUNT - CSJ: 0918-24-177 +CSJ:0918-24-179</b>				<b>\$ 639,908.80</b>		<b>\$ 633,000.00</b>		<b>\$ 774,434.20</b>

Key	
Low	
High	

**FREES & NICHOLS**  
 The City of Murphy  
 Safe Routes to School Improvement  
 7/30/2014  
 MURI13380

**FREES & NICHOLS**  
 305 South Broadway Avenue, Suite 700  
 Tyler, Texas 75702  
 BID TABULATION

## Prequalified Contractors - List 0

Updated: Monday, July 21, 2014

[A](#) | [B](#) | [C](#) | [D](#) | [E](#) | [F](#) | [G](#) | [H](#) | [I](#) | [J](#) | [K](#) | [L](#) | [M](#) | [N](#) | [O](#) | [P](#) | [Q](#) | [R](#) | [S](#) | [T](#) | [U](#) | [V](#) | [W](#) | [X](#) | [Y](#) | [Z](#) | [0-9](#)

### 0

**2GS, LLC**  
P.O. BOX 595  
PENITAS TX 78576  
(956) 424-3414 Phone  
(956) 683-6149 FAX  
[BGARCIA@2GSLLC.COM](mailto:BGARCIA@2GSLLC.COM)

**3LW MANAGEMENT, LLC**  
160 GABRIEL FARMS DRIVE  
HUTTO TX 78634  
(512) 948-2174 Phone  
(512) 352-3019 FAX  
[3LW2010@GMAIL.COM](mailto:3LW2010@GMAIL.COM)

**3I CONSTRUCTION, LLC**  
1111 MOCKINGBIRD LANE, STE1050  
DALLAS TX 75247  
(214) 231-0675 Phone  
(214) 231-0672 FAX  
[RHILL@3ICONSTRUCTION.COM](mailto:RHILL@3ICONSTRUCTION.COM)

**3M COMPANY**  
3M CENTER BLDG 225-4N-14  
ST PAUL MN 55144  
(651) 736-7616 Phone

**Contact:** AUDLEY LOGAN  
 3200 W. PLEASANT RUN ROAD SUITE 330  
 LANCASTER, TX75146  
**County:** TARRANT

**Region of:** NCTRCA  
**Annual Renewal Date:** 08/31/2014  
**Email:** alogan@team3c.com  
**Phone:** 972-230-4300  
**Fax:** 972-230-4302

**Types of Work Performed:**  
 NAICS Work Categories (Codes):

- Computer Systems Design Services (541512)
- Computer and Office Machine Repair and Maintenance (811212)
- Other Computer Peripheral Equipment Manufacturing (334119)

**District(s):** STATEWIDE DISTRICTS

**3-J COMMUNICATION DESIGN & SERVICES, INC.**  
**Contact:** VELMA J. JOHNSON  
 P.O. BOX 170175  
 ARLINGTON, TX76003  
**County:** TARRANT

**\*Certified by:** NCTRCA  
**Region of:** NCTRCA  
**Annual Renewal Date:** 06/30/2013  
**Email:** 3jinfo@3jcds.com  
**Phone:** 817-467-9458  
**Fax:** 000-000-0000

**Types of Work Performed:**  
 NAICS Work Categories (Codes):

- Computer and Office Machine Repair and Maintenance (811212)
- Other Management Consulting Services (541618)
- Administrative Management and General Management Consulting Services (541611)

**District(s):** STATEWIDE DISTRICTS

**3E CLEANING COMPANY**  
**Contact:** JACQUELYN EDWARDS  
 P.O. BOX 140002  
 AUSTIN, TX78714-0002  
**County:** TRAVIS

**\*Certified by:** AUSTIN  
**Region of:** AUSTIN  
**Annual Renewal Date:** 04/02/2017  
**Email:** info@3ecleaning.com  
**Phone:** 512-388-4407  
**Fax:** 512-388-9493

**Types of Work Performed:**  
 NAICS Work Categories (Codes):

- Janitorial Services (561720)

**District(s):** AUS

**3I CONSTRUCTION, LLC**  
**Contact:** MICHEAL WILLIAMS  
 400 N. SAINT PAUL STREET, SUITE 420  
 DALLAS, TX75201  
**County:** DALLAS

**\*Certified by:** NCTRCA  
**Region of:** NCTRCA  
**Annual Renewal Date:** 06/30/2015  
**Email:** ccade@3iconstruction.com  
**Phone:** 214-231-0675  
**Fax:** 214-231-0672

**Types of Work Performed:**  
 NAICS Work Categories (Codes):

- New Multifamily Housing Construction (except Operative Builders) (236116)
- Commercial and Institutional Building Construction (236220)
- Drywall and Insulation Contractors (238310)
- Poured Concrete Foundation and Structure Contractors (238110)
- Highway, Street, and Bridge Construction (237310)
- Other Construction Material Merchant Wholesalers (423390)

**District(s):** STATEWIDE DISTRICTS

**3MB INTERIOR PLUS, LLC**  
**Contact:** BERNADETTE BLAIR  
 P.O. BOX 2154  
 MISSOURI CITY, TX77459  
**County:** FORT BEND

**\*Certified by:** HOUSTON  
**Region of:** HOUSTON  
**Annual Renewal Date:** 07/31/2014  
**Email:** bernadette@bbblair.com  
**Phone:** 281-302-5353  
**Fax:** 713-456-2311

**Types of Work Performed:**  
 NAICS Work Categories (Codes):

<b>Control</b>	<b>0918-24-177, ETC.</b>
<b>Project</b>	<b>STP 2012(795) SRS</b>
<b>Highway</b>	<b>CS</b>
<b>County</b>	<b>COLLIN</b>

## ADDENDUM ACKNOWLEDGMENT

**Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.**

**FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.**

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

- ADDENDUM NO. 1
- ADDENDUM NO. 2
- ADDENDUM NO. 3
- ADDENDUM NO. 4
- ADDENDUM NO. 5

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the Commission or other designees.

Control	0918-24-177, ETC.
Project	STP 2012(795) SRS
Highway	CS
County	COLLIN

# PROPOSAL TO THE CITY OF MURPHY

## 2004 SPECIFICATIONS WORK CONSISTING OF ENHANCED CROSSWALK, TRAFFIC CALM AT MURPHY MIDDLE SCHOOL COLLIN COUNTY, TEXAS

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 149 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union made payable to the City of Murphy, Texas in the following amount:

Six hundred thirty-three thousand DOLLARS (\$633,000.00)

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

• Signed: \*\*

(1) David Clowers (2) \_\_\_\_\_ (3) \_\_\_\_\_

Print Name:

(1) David Clowers (2) \_\_\_\_\_ (3) \_\_\_\_\_

Title:

(1) Executive Vice President (2) \_\_\_\_\_ (3) \_\_\_\_\_

Company:

(1) 3i Construction, LLC (2) \_\_\_\_\_ (3) \_\_\_\_\_

• Signatures to comply with Item 2 of the specifications.

\*\*Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

\* When the working days field contains an asterisk (\*) refer to the Special Provisions and General Notes.

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310

### Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we 3i Construction, LLC

1111 W. Mockingbird Lane, Suite 1050 Dallas TX 75247

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company

One Hartford Plaza Hartford CT 06155-0001

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Murphy  
Murphy TX

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

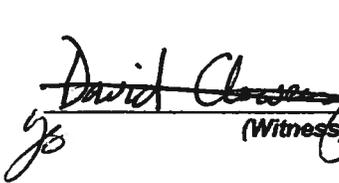
Dollars (\$ 5% G.A.B. ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project No. STP 2012(795) SRS, Etc. / CSJ: 0918-24-177, Etc. - Murphy Safe Routes to Schools Projects

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of July, 2014

  
\_\_\_\_\_  
David Clowers  
(Witness)

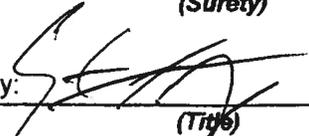
  
\_\_\_\_\_  
Verónica García

3i Construction, LLC  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
David Clowers, (Title) Vice President  
Exec.

  
\_\_\_\_\_  
Marie Perryman (Witness)

Hartford Fire Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title)  
Steven R. Foster, Attorney-in-fact

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 46-460120

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited

Jack M. Crowley, Steven R. Foster, Marie Perryman of ADDISON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
  } ss. Hartford  
COUNTY OF HARTFORD }

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **July 30, 2014**  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President  
8/19/14 Agenda Packet 36 of 54

# BIDDER'S CHECK RETURN

## IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

## NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT):

3i Construction, LLC
1111 W. Mockingbird Lane, Suite 1050
Dallas, Texas 75247

Control 0918-24-177, ETC.  
 Project STP 2012(795) SRS  
 Highway CS  
 County COLLIN

## IMPORTANT

### PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: \_\_\_\_\_ Date: \_\_\_\_\_

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

For (Contractor's Name): \_\_\_\_\_

Project \_\_\_\_\_ County \_\_\_\_\_

## NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the Department at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the Department. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

\$ 433,000.00  
Total Bid Amount

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	Unit	Approx Quantity	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
<b>CSJ: 0918-24-177 BID ITEMS</b>							
	100	2002	2	PREPARING ROW <u>Three Hundred Twenty Three Dollars and No Cents</u>	STA	47	
	104	2017		REMOVING CONC (DRIVEWAYS) <u>Twenty Dollars and Twenty Five Cents</u>	SY	128	
	105	2070		REMOVING STAB BASE & ASPH PAV (6"-8") <u>Fifteen Dollars and Seventy Five Cents</u>	SY	766	
	160	2003		FURNISHING AND PLACING TOPSOIL (4") <u>One Dollar and Thirty Cents</u>	SY	2611	
	162	2002		BLOCK SODDING <u>Four Dollars and Five Cents</u>	SY	2611	
	168	2001		VEGATATIVE WATERING <u>Forty Four Dollars and Seventeen Cents</u>	MG	78	
	360	2001	13	CONC PVMT (CONT REINF-CRCP) (8") <u>Forty Seven Dollars and Thirty Four Cents</u>	SY	591	
	416	2002	1	DRILL SHAFT (24 IN) <u>One Hundred Sixty Six Dollars and Sixty Seven Cents</u>	LF	12	
	416	2032	1	DRILL SHAFT (TRF SIG POLE) (36 IN) <u>One Hundred Fifty Seven Dollars and Thirty One Cents</u>	LF	52	
	500	2001	11	MOBILIZATION <u>Thirty Five Thousand Dollars and No Cents</u>	LS	1	
	502	2001	33	BARRICADES, SIGNS, AND TRAFFIC HANDLING <u>Three Thousand Eight Hundred Eighty Seven Dollars and Fourteen Cents</u>	MO	7	
	528	2003		COLORED TEXTURED CONC (8") <u>One Hundred Fifty Four Dollars and Twenty Nine Cents</u>	SY	175	
	529	2006		CONC CURB (MONO) (TY II) <u>Ten Dollars and Twenty Six Cents</u>	LF	324	
	530	2010	6	DRIVEWAYS (CONC) <u>Sixty Dollars and Fifty Five Cents</u>	SY	128	
	618	2019		CONDT (PVC) (SCHD 40) (2 IN) (BORE) <u>Thirteen Dollars and Fifty Eight Cents</u>	LF	1008	
	618	2023		CONDT (PVC) (SCHD 40) (3 IN) (BORE)TS <u>Twenty One Dollars and Seventy Two Cents</u>	LF	324	

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	Unit	Approx Quantity	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	620	2009	1	ELEC CONDR (NO. 6) BARE <u>One Dollar and Seventy Two Cents</u>	LF	417	
	620	2010	1	ELEC CONDR (NO. 6) INSULATED <u>One Dollar and Fifty Three Cents</u>	LF	52	
	620	2012	1	ELEC CONDR (NO. 8) INSULATED <u>One Dollar and Thirty Cents</u>	LF	1180	
	624	2008	14	GROUND BOX TY A (122311) W/ APRON <u>Seven Hundred Fifty Two Dollars and Twenty Two Cents</u>	EA	9	
	628	2055	3	ELC SRV TY D 120/240 060 (NS) AL (E) PS (U) <u>Four Thousand Two Hundred Fifty Dollars and No Cents</u>	EA	2	
	636	2001	14	ALUMINUM SIGNS (TY A) <u>Three Hundred Fifty Dollars and No Cents</u>	SF	20	
	644	2001		IN SM RD SN SUP & AM TY10BWG (1) SA (P) <u>Four Hundred Fifty Dollars and No Cents</u>	EA	4	
	644	2048		IN SM RD SN SUP & AM TYTWT (1)UA(P) <u>Five Hundred Dollars and No Cents</u>	EA	6	
	658	2353		INSTL OM ASSM (OM-3C) (FLX) SRF <u>One Thousand One Hundred Sixty Six Dollars and Sixty Seven Cents</u>	EA	6	
	666	2042		REFL PAV MRK TY I (W) 12" (SLD) (100 <u>One Dollar and Forty One Cents</u>	LF	1556	
	666	2048		REFL PAV MRK TY I (W) 24" (SLD) (100 MIL) <u>Two Dollars and Fifty Two Cents</u>	LF	1,192	
	666	2098		REF PAV MRK TY I (W) 18" (YLD TRI) (090MIL) <u>Thirty Five Dollars and Ninety Cents</u>	EA	39	
	666	2193		PAVEMENT SEALER 12" <u>One Dollar and Sixteen Cents</u>	LF	1,556	
	666	2195		PAVEMENT SEALER 24" <u>Two Dollars and Thirteen Cents</u>	LF	1192	
	666	2257		PAVEMENT SEALER (YIELD TRI) <u>Ten Dollars and No Cents</u>	EA	39	
	678	2004		PAV SURF PREP FOR MRK (12") <u>No Dollars and Forty Eight Cents</u>	LF	1556	
	678	2006		PAV SURF PREP FOR MRK (24") <u>No Dollars and Sixty Three Cents</u>	LF	1192	

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	Unit	Approx Quantity	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	678	2019		PAV SURF PREP FOR MRK (18") (YLD TRI) <u>Ten Dollars and No Cents</u>	EA	39	
	682	2025	3	VEH SIG SEC (12 IN) LED (YEL) <u>Two Hundred Forty Six Dollars and Sixty Seven Cents</u>	EA	12	
	682	2027	3	VEH SIG SEC (12 IN) LED (RED) <u>Two Hundred Forty One Dollars and Sixty Seven Cents</u>	EA	24	
	682	2066	3	PED SIG SEC (12 IN) LED (COUNTDOWN) <u>Two Hundred Sixteen Dollars and Sixty Seven Cents</u>	EA	6	
	684	2031		TRF SIG CBL (TY A) (14 AWG) (5-CONDR) <u>One Dollar and Forty Nine Cents</u>	LF	807	
	684	2042		TRF SIG CBL (TY A) (14 AWG) (16-CONDR) <u>Three Dollars and Twenty Eight Cents</u>	LF	305	
	684	2054		TRF SIG CBL (TY A) (18 AWG) (3 CONDR) <u>One Dollar and Forty Three Cents</u>	EA	420	
	684	2079		TRF SIG CBL (TY C) (12 AWG) (2 CONDR) <u>No Dollars and Eighty Seven Cents</u>	LF	690	
	686	2045		INS TRF SIG PL AM (S) 1 ARM (44') LUM <u>Seven Thousand Five Hundred Dollars and No Cents</u>	EA	4	
	687	2001	5	PED POLE ASSEMBLY <u>One Thousand Seven Hundred Fifty Dollars and No Cents</u>	EA	2	
	1122	2037	1	TEMPORARY SEDIMENT CONTROL FENCE INSTALLATION <u>One Dollar and Forty Eight Cents</u>	LF	4,387	
	1122	2038	1	TEMP SDMT CONT FENCE (INLET PROTECTION) <u>Three Dollars and Fifty Cents</u>	LF	300	
	1122	2057	1	TEMPORARY SEDIMENT CONTROL FENCE REMOVE <u>No Dollars and Eleven Cents</u>	LF	4,687	
	8835	2001		ACCESSIBLE PEDESTRIAN SIGNAL UNITS <u>One Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents</u>	EA	6	

PROPOSAL SHEET

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	Unit	Approx Quantity	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	M100	2001		MONUMENT COLUMN <u>Five Thousand Dollars and No Cents</u>	EA	3	
	M101	2001		IN-PAVEMENT LED LIGHTING (INCLUDES 12 LIGHTS, CONTROLLER) <u>Five Thousand Dollars and No Cents</u>	EA	1	
	M101	2002		IN-PAVEMENT LED LIGHTING (INCLUDES 10 LIGHTS, CONTROLLER) <u>Five Thousand Dollars and No Cents</u>	EA	1	
	M102	2001		HAWK 170 CONTROLLER <u>Five Thousand Dollars and No Cents</u>	EA	2	
CSJ: 0918-24-177 Subtotal:				\$		<u>354,063.64</u>	
Three Hundred Fifty Four Thousand Sixty Three Dollars and Sixty Four Cents							
<b>CSJ: 0918-24-179 BID ITEMS</b>							
	500	2001	11	MOBILIZATION <u>Twenty Four Thousand Nine Hundred Twenty Nine Dollars and Seventy Two Cents</u>	LS	1	
	531	2005		CURB RAMPS (TY 1) <u>One Thousand One Hundred Twenty Five Dollars and No Cents</u>	EA	13	
	531	2010		CURB RAMPS (TY 7) <u>One Thousand One Hundred Twenty Five Dollars and No Cents</u>	EA	8	
	531	2017		CURB RAMPS (TY 21) <u>One Thousand One Hundred Twenty Seven Dollars and No Cents</u>	EA	3	
	531	2024		CONC SIDEWALK (5") <u>Fifty Seven Dollars and Twenty Eight Cents</u>	SY	3,963	
CSJ: 0918-24-179 Subtotal:				\$		<u>278,936.36</u>	
Two Hundred Seventy Eight Thousand Nine Hundred Thirty Six Dollars and Thirty Six Cents							
PROJECT TOTAL:				\$		<u>633,000.00</u>	
Six Hundred Thirty Three Thousand Dollars and No Cents							

## CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking "Yes" or "No" below, is true, accurate, and complete.

- A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

\_\_\_\_\_ YES  
**X** \_\_\_\_\_ NO

- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

**X** \_\_\_\_\_ YES

\_\_\_\_\_ NO



**City Council Meeting**  
**August 19, 2014**

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**Issue**

Consider and take action, if any, on a proposed Interlocal Agreement between the City of Murphy, Texas and Texoma Area Paratransit System, Inc. for demand-response transit services.

**Staff Resource/Department**

James Fisher, City Manager

**Summary**

This item was originally discussed in April by the City Council and was asked to be brought back in May for City Council consideration. Several factors have delayed this coming back to the City Council.

In September 2013, a study was prepared for the North Central Texas Council of Governments called Collin County Transit Needs Assessment and Planning Study. An electronic copy was emailed to you in March and a link to it is available on our web site. The study identified transit patterns within Collin County and some of the challenges for residents in the county. The city was served by CCARTS for many years and some residents utilized this service to get to work, school, and medical appointments or for other personal reasons. The trips went to cities within Collin County with the most going to Plano and Wylie. The NCTCOG and taps are working with cities in Collin County to address these challenges and to address the financial support, if any, that is needed to fund operational costs. Currently, many of the capital costs are secured by federal funding that help with public transit initiatives. There are many opinions regarding the issue of public transit and staff is providing this opportunity for Council to consider these opinions.

**Background/History**

Tim Patton, Chief Operating Officer at TAPS made a presentation before City Council on April 15<sup>th</sup> to discuss TAPS and the type of services that they provide, especially in Murphy. There are two types of service; the control refers to the current baseline operations. In other words, if everything were to stay the same (with no advertising, steady ridership) the service would cost what is listed on the chart. The "+1" refers to a more aggressive if not robust operation in which advertising dollars are spent, ridership increases, and mobility managers take on more community outreach efforts for the service.

**Financial Considerations**

The proposed cost for service, depending on level of service, is between \$33,000 and \$51,000.

**Action Requested**

If the City Council decides to move forward with this item, authorize the City Manager to negotiate an Interlocal Agreement with TAPS for the determined level of service and bring back to City Council for review on August 19<sup>th</sup>.

**Attachments**

- DRAFT Interlocal Agreement between the City of Murphy, Texas and Texoma Area Paratransit System, Inc. for demand-response transit services;
- Pricing specific slide from the April 15th presentation

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF \_\_\_\_\_, TEXAS  
AND  
TEXOMA AREA PARATRANSIT SYSTEM, INC.  
FOR  
DEMAND-RESPONSE TRANSIT SERVICES**

The City of \_\_\_\_\_, Texas (“City”), a home rule municipality and local governmental entity, and Texoma Area Paratransit System, Inc. (“TAPS”), a rural transit district and political subdivision of the State of Texas, hereby enter into this Interlocal Agreement as of the Effective Date for the provision of demand-response transit services. City and TAPS may be referred to jointly herein as the “Parties,” and individually as a “Party.”

**RECITALS**

**WHEREAS**, City is a home rule municipality and local governmental entity located within Collin County, Texas; and

**WHEREAS**, TAPS is a rural transit district established pursuant to the authority of Chapter 458, Texas Transportation Code, as amended, that provides transit services within the State of Texas in the counties of Clay, Collin, Cooke, Fannin, Grayson, Montague, and Wise; and

**WHEREAS**, City seeks to provide demand-response transit services between for eligible citizens who reside within the City’s incorporated limits; and

**WHEREAS**, City has requested transit services from TAPS, and TAPS agrees to provide the requested demand-response transit services pursuant to this Agreement; and

**WHEREAS**, the Parties acknowledge and find that it will increase the efficiency and effectiveness of their respective entities by entering into an interlocal cooperation agreement pursuant to Chapter 791 of the Texas Government Code, as amended (also known as the “Interlocal Cooperation Act” (“the Act”)); and

**WHEREAS**, the Parties acknowledge and find that it will be in their best interests and in the interest of the public to cooperate in the provision of demand-response transit services as set forth in this Agreement.

**NOW, THEREFORE**, the Parties hereby make and enter into this Agreement for and in mutual consideration of the covenants and agreements set forth herein.

## Article 1.

1.1 Purpose: Pursuant to Section 791.011 of the Act, City and TAPS are local governmental entities and enter into the Agreement for the purpose of providing services in which the Parties are mutually interested and with each Party performing services it would be authorized to perform individually.

1.2 Consideration: City and TAPS agree there is good and valuable consideration for entering into this Agreement, the receipt and sufficiency of which is acknowledged.

1.3 TAPS Responsibilities: TAPS shall provide services related to the administration and operation of demand-response transit services (the "Transit Services"), as follows.

a. Approved Services, Dates and Times of Service: TAPS agrees to provide Transit Services for eligible citizens who reside within the City's incorporated limits. The Transit Services shall be curb-to-curb and \_\_\_\_\_. "Eligible citizens" shall mean individuals \_\_\_\_\_. An individual's eligibility to receive and utilize these transit services will be determined by \_\_\_\_\_. TAPS shall provide these transit services on every weekday (Monday through Friday) for the term set forth in Section 2.1 of this Agreement, excluding those weekdays on which New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day fall.

b. Administrative and Operational Services: TAPS shall provide all administrative and operational services associated with the Transit Services including, but not limited to, employment and management of necessary and sufficient personnel, and management of dispatch and call center operations reasonable and necessary to provide the Transit Services.

c. Vehicles: TAPS shall provide the number of vehicles as may be necessary to provide the Transit Services.

d. Americans with Disabilities Act: TAPS acknowledges and understands that it is responsible for compliance with, and agrees to comply with, the requirements of the Americans with Disabilities Act, as amended, in providing the Transit Services.

e. Implementing Regulations: To the extent applicable, City and TAPS acknowledge that TAPS is a governmental entity of the State of Texas and that, upon the inability of TAPS to obtain or appropriate finances to meet its obligations under this Agreement, TAPS shall have the right to terminate this Agreement as of the effective date of such lack of fiscal funding. TAPS shall give notice to City as to any such failure of funding at the earliest possible time, but in any case not later than five (5) business days after TAPS becomes knowledgeable of said lack of funding.

1.4 City Responsibilities: City agrees to reasonably cooperate with TAPS so that TAPS may effectuate and fulfill the terms of this Agreement. City's responsibilities in this regard shall include:

a. Payment for Services: City agrees to pay TAPS for the Transit Services a sum not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.\_\_\_). Total payment for services shall be for reasonable and customary expenses related to providing the Transit Services including, but not necessarily limited to, associated administrative and operational services.

b. Current Revenues: To the extent applicable, City and TAPS acknowledge that City will make payment of the aforementioned sums from current revenues. City further agrees to make all appropriations reasonable and necessary to effectuate the terms of, and its responsibilities under, this Agreement. However, the Parties recognize that the continuation of this Agreement after the close of any given fiscal year of City, which closes on \_\_\_\_\_ of each calendar year, shall be subject to approval by the City Council. This Agreement cannot be an unfunded liability of City in violation of the Texas Constitution's unfunded debt prohibition applicable to home-rule cities. The Parties agree that this Agreement may be terminated by City, without any penalty or liability to City, except for monies owed TAPS for services it has provided pursuant to this Agreement, in the event the City Council fails to approve or appropriate funds for any continuation period of this Agreement.

1.5 Terms of Payment for Services:

a. TAPS: Not later than ten (10) days after the end of each calendar month of the term of this Agreement, TAPS will submit to City an invoice for services provided. Each invoice shall identify the period for which the payment is being requested and the services performed during that period. At City's written request, TAPS shall provide City with all supporting receipts or other supporting documentation in connection with one or more specific invoices.

b. City: City shall pay TAPS within thirty (30) days of receipt of each monthly invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. City shall otherwise ensure that TAPS receives payment as set forth herein; otherwise, TAPS may suspend service until it receives payment of an overdue sum.

## Article 2.

2.1 Term: This Agreement shall be for a period of thirty-six (36) months beginning on \_\_\_\_\_, 2014 ("the Effective Date") and terminating on \_\_\_\_\_, 2017

(“the Termination Date”), unless terminated earlier by either City or TAPS in accordance with the terms of this Agreement.

## 2.2 Termination:

a. This Agreement may be terminated prior to the Termination Date as follows:

(1) The Parties may terminate this Agreement by a written agreement signed by both Parties setting forth the agreed termination date;

(2) Either Party may terminate this Agreement with or without cause by providing written notice to the other Party not less than sixty (60) days prior to the desired termination date; or

(3) Either Party may terminate this Agreement on the thirty-first (31st) day after providing written notice to the other Party that the other Party is in breach of its obligations under this Agreement, which notice shall describe the alleged breach with reasonable particularity, and the Party receiving the notice has failed to cure the alleged breach. TAPS expressly reserves its rights to seek payment for any services that it may provide prior to the effective date of a termination under this Section 2.2.a.

b. Section 2.2.a does not alter Section 1.3.e or Section 2.3 of this Agreement.

2.3 Regulatory Change: If there is a change in state or federal regulation(s) that affects or impairs either Party’s ability to perform this Agreement, the Parties may renegotiate the terms of this Agreement so the affected Party can comply with the change. The affected Party shall provide the other Party with written notice of the applicable regulatory change within five (5) days after the affected Party determines the change will affect or impair its ability to perform this Agreement. Should a Party choose not to renegotiate, or should the regulatory change make it impossible for the affected Party to perform this Agreement, that Party may terminate this Agreement by providing fourteen (14) days’ written notice to the other Party. Termination shall be effective on the fourteenth (14th) day after the day on which the notice is provided. TAPS expressly reserves its rights to seek payment for any services that it may provide prior to the effective date of a termination under this Section 2.3.

2.4 Rescinding Termination: A Party that provides written notice of termination pursuant to Section 2.2.a(2), Section 2.2.a(3), or Section 2.3 may rescind same by providing written notice to the other Party on or prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect as if the notice of termination had never been given. A written agreement of termination pursuant to Section 2.2.a(1) may be rescinded by written agreement signed by both Parties prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect.

## Article 3.

3.1 Force Majeure: Neither City nor TAPS shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, act of terror, stoppage of labor, riot, fire, flood, storm, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the Party's control and not attributable to its neglect. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, for which the Party is not responsible, or circumstance beyond its control, shall be removed. The Party claiming the suspension shall give notice of such impediment or delay in performance to the other Party within two (2) days of the knowledge of such occurrence. Each Party shall make all reasonable efforts to mitigate the effects of any suspension.

3.2 Special and Consequential Damages: In no event, whether as a result of breach of contract, warranty, tort (including negligence or infringement), strict liability or otherwise, shall either Party be liable to the other Party for any special, consequential, incidental, indirect or exemplary damages including, but not limited to, loss of profits or revenues, cost of capital, cost of substitute goods, facilities, services or downtime costs.

#### **Article 4.**

4.1 Entire Agreement: This Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the Parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not regard the subject matter of this Agreement.

4.2 Parties Bound: This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective successors and assigns.

4.3 Relationship: It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between or among the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

4.4 Amendment: The Parties may revise, amend or modify this Agreement only by written agreement signed by both Parties.

4.5 Severability: The provisions in this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

**Article 5.**

5.1 Notice: All notices, authorizations and requests in connection with this Agreement shall be deemed provided on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) delivered by courier; or (iii) sent by facsimile as indicated by a fax confirmation sheet; and sent to the address or facsimile number of each party’s agent as follows:

If to City:

City of \_\_\_\_\_, Texas  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Texas \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_-\_\_\_\_ (facsimile)

If to TAPS:

With copy to:

Texoma Area Paratransit System, Inc.  
Attention: Executive Director  
6104 Texoma Parkway  
Sherman, Texas 75090  
(903) 893-4766 (facsimile)

Darrell G-M Noga  
Cantey Hanger, LLP  
1999 Bryan Street, Suite 3300  
Dallas, Texas 75201

5.2 Recordkeeping and Right to Inspect Records: City and TAPS shall have mutual access to and the right to examine all books, documents, papers, and other records of the other party involving transactions relating to this Agreement. City and TAPS shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article. City and TAPS shall give the other Party advanced notice of at least forty-eight (48) business hours of intended audits.

**Article 6.**

6.1 Governing Law: The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement.

6.2 Place of Performance and Venue: This Agreement is performable in Grayson County and Collin County, Texas. Any legal action between the Parties based on this Agreement shall be brought in Grayson County or Collin County, Texas.

6.3 Remedies: No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this

Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

6.4 Non-Waiver: One or more instances of forbearance by City or TAPS in the exercise of its rights herein shall in no way constitute a waiver thereof.

6.5 Immunity: In the execution of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas.

6.6 Assignment: This Agreement is not assignable except with the advanced written consent of the non-assigning party.

6.7 No Third Party Beneficiary: For purposes of this Agreement, including its intended operation and effect: (1) the Agreement only affects matters or disputes between the Parties, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding that such third person or entity may be in contractual relationship with City or TAPS or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owed by them to either City or TAPS.

6.8 Counterparts: This Agreement may be signed in counterparts, and each executed copy shall be deemed a counterpart original, with full force and effect and enforceable against the Parties executing same.

## Article 7.

7.1 Each Party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

(Signatures on Following Page)

SIGNED AND AGREED this \_\_\_ day of \_\_\_\_\_, 2014.

CITY OF \_\_\_\_\_, TEXAS

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

ATTEST

\_\_\_\_\_  
\_\_\_\_\_, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

SIGNED AND AGREED this \_\_\_ day of \_\_\_\_\_, 2014.

TEXOMA AREA PARATRANSIT SYSTEM,  
INC.

By: \_\_\_\_\_  
Brad Underwood, Executive Director and  
CEO

Executed on behalf of Texoma Area Paratransit  
System, Inc. pursuant to Board Resolution No. \_\_\_\_



# Cost vs. Value

Ridership			Operating Cost			Value		
Service Level	Fiscal 2015	Fiscal 2016	Service Level	Fiscal 2015	Fiscal 2016	Service Level	Fiscal 2015	Fiscal 2016
Control	660	756	Control	\$5,400	\$6,200	Control	\$33k-43k	\$38k-49k
+1	792	910	+1	\$6,500	\$7,500	+1	\$40k-51k	\$45k-59k

Based on industry standard \$50-\$65 per trip

Just to be clear, this is a starting point for service which can be tailored to the specific needs and wishes of the city. Please let me know which direction the city wishes to proceed.

Tim