



MURPHY CITY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING  
JULY 5, 2011 AT 6:00 PM  
206 NORTH MURPHY ROAD  
MURPHY, TEXAS 75094

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

**CALL TO ORDER**

**INVOCATION & PLEDGE OF ALLEGIANCE**

Bret Baldwin  
Mayor

**ROLL CALL & CERTIFICATION OF A QUORUM**

John Daugherty  
Mayor Pro Tem

**PUBLIC COMMENTS**

Colleen Halbert  
Deputy Mayor Pro Tem

**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.

Dennis Richmond  
Councilmember

A. Consider and/or act upon declaring approximately 24 MTS 2000 portable radios and accessories as surplus and donating these items to the Nevada Volunteer Fire Department.

Scott Bradley  
Councilmember

B. Consider and/or act upon approval of adopting the amendment to the agreement with Collin County regarding housing of prisoners at the county jail.

Bernard Grant  
Councilmember

Dave Brandon  
Councilmember

**INDIVIDUAL CONSIDERATION**

1. Hold a public hearing and consider and/or act upon approval of an ordinance amending Chapter 86 (Zoning) of the City of Murphy Code of Ordinances regarding Alternative Financial Establishments (aka check cashing business, payday advance or loan business or a car title loan business).

2. Consider and/or act on the application of the Plano Independent School District requesting approval of the Final Plat for McMillen High School on property zoned PD (Planned Development) District for Public School, Stadium and Other School District Support Uses on property located on North Murphy Road, north of Spring Ridge Drive.

3. Consider and/or act upon the purchase of Solar Trash Compactors and Recycle Bins from the recycle rebate funds.

4. Consider and/or act upon a citizen's request for exemption of Chapter 14 "Animals", section 14-51 under The Murphy City Code.

James Fisher  
City Manager

5. Consider and/or act upon a petition for referendum filed involving Ordinance 11-05-881 amending the comprehensive zoning ordinance and map, CHAPTER 86 of the City of Murphy Code of Ordinances by amending an existing Planned Development District for Retail Uses on a 24.032 acre tract of land located on the northwest quadrant of FM 544 and North Murphy Road (Wal-Mart).

6. Consider and/ or act upon authorizing the City Manager to approve change orders 1-12 for the Murphy Community Center.

#### DISCUSSION ITEMS

7. Discussion regarding the design and phase 1 construction plans for Murphy Central Park Project

#### CITY MANAGER/STAFF REPORTS

- July 8 City Council Budget Work Session
- July 19 City Council meeting

#### EXECUTIVE SESSION

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

- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.
- §551.071 Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding development and referendum issues.
- §551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

#### RECONVENE INTO REGULAR SESSION

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

- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.
- §551.071 Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding development and referendum issues.
- §551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, TX 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on July 1, 2011 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

\_\_\_\_\_  
Joy Hart, TRMC  
Executive Assistant

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

**Issue**

Consider and/or act upon declaring approximately 24 MTS 2000 portable radios and accessories as surplus and donating these items to the Nevada Volunteer Fire Department.

**Background**

On June 6, 2011, Chief Cox received a written request from Chief Rob Caldwell, NVFD, asking us to consider donating our surplus radios to his department for use by volunteer fire fighters.

Due to our recent radio system upgrades the MPD has approximately 24 MTS 2000 radios, 7 chargers, 42 assorted batteries and 5 shoulder mics that are no longer usable by our department. These radios are not upgradeable to digital formats.

These radios have almost no value.

The radios, if you approve this donation, would be transferred without warranty and donated as is.

**Financial Considerations**

This has no financial impact on the City of Murphy.

**Staff Recommendation**

Staff would recommend that radios and accessories be declared as surplus and, furthermore, that these items be donated to the Nevada Volunteer Fire Department for their use.

**Other Considerations**

State law allows for the transfer of equipment from one political entity to another especially when the item being transferred has been declared surplus.

**Attachments**

- 1) Letter from Chief Rob Caldwell, Nevada V. F. D., dated 06/06/11.

Chief G. M. Cox  
**Submitted By**

James Fisher, City Manager  
**Approved by**



**NEVADA VOLUNTEER FIRE DEPARTMENT**  
**110 WEST FM-6**  
**P.O. Box 306**  
**Nevada, Texas 75173-0306**  
**(972) 853-3166**

June 6, 2011

Chief G.M. Cox  
City of Murphy Police Department  
206 Murphy Road  
Murphy, TX 75094

Dear Chief Cox,

We understand the City of Murphy has in surplus a number of 800mhz portable radios. If it is possible for the City of Murphy to sell or donate some or all of these to the Nevada Vol. Fire Dept, it would be greatly appreciated. We are in need of several, but the cost of new radios makes acquisition a slow process for us.

We realize these are not digital compatible and that is fine, as our line firefighters only need to be on the Collin County system.

Speaking also as the Vice President of the Collin County Firefighters Association, I can also offer to find homes for the balance of these portables amongst other volunteer fire departments in Collin County that also struggle to acquire additional portables.

We greatly appreciate any consideration the City of Murphy can give to this request.

Kind Regards,

Rob Caldwell  
Fire Chief  
972.977.5299  
chief@nevadavfd.org

**Issue**

Consider and/or act upon the approval of adopting the amendment to the agreement with Collin County on the housing of prisoners at the county jail.

**Background**

This is the 6<sup>th</sup> amendment (readoption) of the agreement between Collin County and the City of Murphy for the housing of arrestees at the county jail.

There are no significant changes to the agreement.

**Financial Considerations**

The fees are paid for out of the Municipal Court's budget and are budgeted for.

**Staff Recommendation**

Staff would recommend that the amendment be approved.

**Other Considerations**

State law allows for agreements between political entities for the provision of public services.

**Attachments**

- 1) Cover letter from Ms. Jennifer Turner, Assistant Purchasing Agent/Contract Administrator, Collin County.
- 2) Amendment #6 of the Agreement, Jail Services, #12136-08
- 3) The original agreement, #12136-08.

Chief G. M. Cox  
Submitted By

James Fisher, City Manager  
Approved by



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

June 15, 2011

CITY OF MURPHY  
City Manager, James Fisher  
206 N. Murphy Road  
Murphy, TX 75094

Re: Agreement, Interlocal: Jail Services City of Murphy, Amendment No. 6

Dear City Manager, James Fisher:

Enclosed please find three (3) copies of the aforementioned Amendment for your approval and signature regarding, the referenced services.

Please sign and return all copies for final execution to the Collin County Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, Texas 75071.

Upon completion, one (1) fully executed copy will be returned to you for your files.

Should you have any questions, please feel free to contact me at (972) 548-4124 or Metro (972) 424-1460, ext. 4124.

Sincerely,

Jennifer Turner  
Assistant Purchasing Agent/Contract Administrator  
Collin County Purchasing Department  
Fax# 972-548-4694  
Email: [jturner@co.collin.tx.us](mailto:jturner@co.collin.tx.us)

/jt  
Encl.

c: file



Amendment No. Six (6) \_\_\_\_\_

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75069  
972-548-4165

Vendor: CITY OF MURPHY  
City Manager, James Fisher  
206 N. Murphy Road  
Murphy, TX 75094

Contract Agreement, Jail Services  
Agreement 12136-08

Effective Date 10/1/2011

Awarded by Court Order No.: 2003-090-02-11  
Amendment # 1 2006-278-03-28  
Amendment # 2 2007-832-09-25  
Amendment # 3 2008-783-09-23  
Amendment # 4 2009-719-09-14  
Amendment # 5 2010-504-07-26  
Amendment # 6 \_\_\_\_\_

**YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT**

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2012, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

\_\_\_\_\_  
Print Name  
CITY OF MURPHY  
City Manager, James Fisher  
206 N. Murphy Road  
Murphy, TX 75094

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

SIGNATURE

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Frank Ybarbo  
Purchasing Agent  
DATE: \_\_\_\_\_



Amendment No. Six (6) \_\_\_\_\_

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75069  
972-548-4165

Vendor:	<u>CITY OF MURPHY</u>	Contract	<u>Agreement, Jail Services</u>
	<u>City Manager, James Fisher</u>	Agreement	<u>12136-08</u>
	<u>206 N. Murphy Road</u>		
	<u>Murphy, TX 75094</u>	Effective Date	<u>10/1/2011</u>

Awarded by Court Order No.:	<u>2003-090-02-11</u>
Amendment # 1	<u>2006-278-03-28</u>
Amendment # 2	<u>2007-832-09-25</u>
Amendment # 3	<u>2008-783-09-23</u>
Amendment # 4	<u>2009-719-09-14</u>
Amendment # 5	<u>2010-504-07-26</u>
Amendment # 6	

**YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT**

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2012, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

\_\_\_\_\_ **Print Name**  
CITY OF MURPHY  
City Manager, James Fisher  
206 N. Murphy Road  
Murphy, TX 75094

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

SIGNATURE

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Frank Ybarbo  
Purchasing Agent  
DATE: \_\_\_\_\_



Amendment No. Six (6) \_\_\_\_\_

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75069  
972-548-4165

Vendor:	<u>CITY OF MURPHY</u>	Contract	<u>Agreement, Jail Services</u>
	<u>City Manager, James Fisher</u>	Agreement	<u>12136-08</u>
	<u>206 N. Murphy Road</u>		
	<u>Murphy, TX 75094</u>	Effective Date	<u>10/1/2011</u>

Awarded by Court Order No.:	<u>2003-090-02-11</u>
Amendment # 1	<u>2006-278-03-28</u>
Amendment # 2	<u>2007-832-09-25</u>
Amendment # 3	<u>2008-783-09-23</u>
Amendment # 4	<u>2009-719-09-14</u>
Amendment # 5	<u>2010-504-07-26</u>
Amendment # 6	

**YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT**

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2012, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

\_\_\_\_\_ Print Name  
 CITY OF MURPHY  
 City Manager, James Fisher  
 206 N. Murphy Road  
 Murphy, TX 75094

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

SIGNATURE

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Frank Ybarbo  
Purchasing Agent  
DATE: \_\_\_\_\_

COLLIN COUNTY  
PURCHASING DEPARTMENT

CONTRACT AMENDMENT NO: One (1)

CONTRACT: Interlocal Jail Services Agreement

EFFECTIVE DATE: October 1, 2005

CONTRACT NO. 2003-090-02-11

CONTRACT AMENDMENT ISSUED TO:

City of Murphy  
Attn: Mr. Craig Sherwood  
206 North Murphy Road  
Murphy, Texas 75094

AWARDED BY: Original Court Order No. 2003-090-02-11

AMENDMENT #1, COURT ORDER NO. \_\_\_\_\_

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT:

Amend Section 2 Term to read as follows:

2.01 The term of this Agreement shall commence on the 1<sup>st</sup> day of October 2002, and shall continue in full force and effect for a period of one (1) year. This agreement automatically renews annually without the necessity of any action by the parties.

Amend Section 5 Compensation:

The rate charged for the FY2006 Fiscal Year shall be decreased from \$70.92 to \$69.179 per day or part of a day per inmate confined in the County Jail.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

City of Murphy  
Attn: Mr. Craig Sherwood  
206 North Murphy Road  
Murphy, Texas 75094

SIGNATURE

TITLE: City Manager

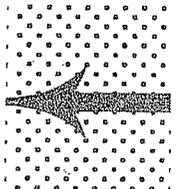
DATE: 12-19-05

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Courthouse  
210 S. McDonald  
McKinney, Texas 75069

Franklin Ybarbo  
Purchasing Agent

DATE: \_\_\_\_\_



MAIL SIGNED CONTRACT AMENDMENT TO:

*Purchasing Agent, 200 S. McDonald St., Suite 120, McKinney, Texas 75069*

Distribution to: Contract File ( ) Contractor ( )

Copies to: Department ( ) Auditor ( ) Other \_\_\_\_\_ ( )

COLLIN COUNTY  
PURCHASING DEPARTMENT

CONTRACT AMENDMENT NO: ONE (1)

CONTRACT: Interlocal Jail Services Agreement

EFFECTIVE DATE: 10-1-2005

CONTRACT NO. 2003-090-02-11

AMENDMENT ISSUED TO:

CITY OF MURPHY  
Attn: Mr. Craig Sherwood  
205 North Murphy Road  
Murphy, Texas 75094

AWARDED BY: Original Court Order No. 2003-090-02-11  
AMENDMENT #1, COURT ORDER NO. 2006-278-03-28  
AMENDMENT #2, COURT ORDER NO. \_\_\_\_\_

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT:

Amend Section 2 Term to read as follows:

2.01 The term of this Agreement shall commence on the 1<sup>st</sup> day of October 2002, and shall continue in full force and effect for a period of one (1) year. This agreement automatically renews annually without the necessity of any action by the parties.

Amend Section 5 Compensation:

The rate charged for the FY2006 Fiscal year shall be decreased from \$70.92 to \$69.79 per day or part of a day per inmate.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:  
CITY OF MURPHY  
Attn: Mr. Craig Sherwood  
205 North Murphy Road  
Murphy, Texas 75094

*Craig W. Sherwood*  
SIGNATURE \_\_\_\_\_  
TITLE: City Manager  
DATE: 2/21/05

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
Collin County Courthouse  
210 S. McDonald  
McKinney, Texas 75069

*Franklin Ybarbo*  
SIGNATURE \_\_\_\_\_  
Franklin Ybarbo  
Purchasing Agent  
DATE: 4/4/05

MAIL SIGNED CONTRACT AMENDMENT TO:  
Purchasing Agent, 200 S. McDonald St., Suite 230, McKinney, Texas 75069

**COURT ORDER NO. 2003- 090 -02-11**

**THE STATE OF TEXAS**

**AGREEMENTS  
INTERLOCAL JAIL  
SERVICES AGREEMENT  
SHERIFF'S OFFICE**

**COUNTY OF COLLIN**

On February 11, 2003, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

**Ron Harris  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell**

**NOT PRESENT**

**County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4**

During such session the court considered the request for approval of an Interlocal Jail Services agreement with the City of Murphy.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Jail Services Agreement with the City of Murphy. Same is hereby approved as per the attached documentation.

**NOT PRESENT**

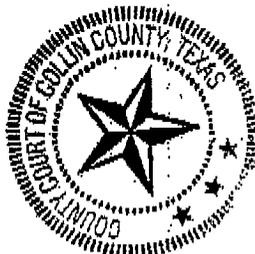
**Ron Harris, County Judge**

**Phyllis Cole, Commissioner, Pct. 1**

**Jerry Hoagland, Commissioner, Pct. 2**

**Joe Jaynes, Commissioner, Pct. 3**

**Jack Hatchell, Commissioner, Pct. 4**



**ATTEST:**

***Brenda Taylor*  
Brenda Taylor, Ex-Officio Clerk  
Commissioners' Court  
Collin County, TEXAS**

## Interlocal Jail Services Agreement

COPY

This agreement is entered into on the 1<sup>st</sup> day of October, 20 02, by and between the City of Murphy ("City") and Collin County, a political subdivision of the State of Texas ("County").

### Recitals

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperative Act., TEX. REV. CIV. STAT. ANN., Chapter 791, Texas Government Code, the parties agree as follows:

### Section 1. Definitions

#### 1.01 Jail Services

The term "jail services" means all services legally necessary to provide for the confinement in the Collin County Jail of persons accused or convicted of an offense.

### Section 2. Term

#### 2.01 Term

The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2002, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.

#### 2.02 Termination

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

### Section 3. Services

#### Services to be Provided

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

**Section 4. Non-Exclusivity of Service Provision**

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

**Section 5. Compensation**

**5.01 Basic Charge**

The City shall pay the County a Basic Charge of \$70.92 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail. If an inmate is arrested on the City's warrant by another agency and transported to the Collin County Jail, the County will not be charged if the inmate is released to the City within four (4) hours.

**5.02 Additional Charges**

In addition to the Basic Charge, the City shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates.

**5.03 Billing**

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

**5.04 Cost of Additional Charges**

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

**5.05 Source of Payment**

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

**Section 6. Lawful Arrest and Detention**

The parties agree that the City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that the City is solely responsible for compliance with pre detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by the City to comply with conditions precedent to lawful arrest and detention.

**Section 7. Procedures**

**7.01 Delivery and Release of Inmates**

The City agrees to comply with all County rules and procedures provided by the Collin County Detention Facility regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

**7.02 Removal on Termination**

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

**Section 8. Civil Liability**

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

To the extent permitted by law, the City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or negligence of the County, and the County is adjudged to be guilty of willful misconduct or negligence by a court of competent jurisdiction.

**Section 9. Amendment**

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

**Section 10. Controlling Law**

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

**Section 11. Notices**

**11.01 Form of Notice**

Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

**11.02 Addresses**

All communications provided for in this Agreement shall be addressed as follows:

(a) if the County, to:

Ron Harris, County Judge  
Collin County Courthouse  
210 S. McDonald, Suite 626  
McKinney, Texas 75069

(b) if the City, to:

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

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Ron Harris  
Collin County Judge  
Collin County Courthouse, Suite 626  
McKinney, Texas 75069

**Section 12. Captions**

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

**Section 13. Counterparts**

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

**Section 14. Obligations of Condition**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

**Section 15. Exclusive Right to Enforce this Agreement**

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

**Section 16. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

"County"  
Collin County, Texas

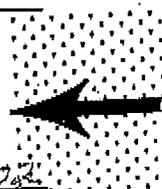
By: *Ron Harris*  
Ron Harris, County Judge  
2003-090-03-11

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

"City"  
City of Murphy, Texas

By: *Ray W. Bentley*

Date: Oct. 7, 2003



COLLIN COUNTY  
PURCHASING DEPARTMENT

CONTRACT AMENDMENT NO: One (1)

CONTRACT: Interlocal Jail Services Agreement

EFFECTIVE DATE: October 1, 2005

CONTRACT NO. 2003-090-02-11

CONTRACT AMENDMENT ISSUED TO:

City of Murphy  
Attn: Mr. Craig Sherwood  
206 North Murphy Road  
Murphy, Texas 75094

AWARDED BY: Original Court Order No. 2003-090-02-11  
AMENDMENT #1, COURT ORDER NO. \_\_\_\_\_

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT:

Amend Section 2 Term to read as follows:

2.01 The term of this Agreement shall commence on the 1<sup>st</sup> day of October 2002, and shall continue in full force and effect for a period of one (1) year. This agreement automatically renews annually without the necessity of any action by the parties.

Amend Section 5 Compensation:

The rate charged for the FY2006 Fiscal Year shall be decreased from \$70.92 to \$69.179 per day or part of a day per inmate confined in the County Jail.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

City of Murphy  
Attn: Mr. Craig Sherwood  
206 North Murphy Road  
Murphy, Texas 75094

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Courthouse  
210 S. McDonald  
McKinney, Texas 75069

SIGNATURE \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Franklin Ybarbo *ex 4111*  
Purchasing Agent

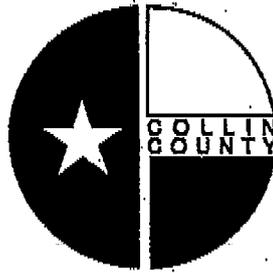
DATE: \_\_\_\_\_

*9) 548-4100*

MAIL SIGNED CONTRACT AMENDMENT TO:

Purchasing Agent, 200 S. McDonald St., Suite 120, McKinney, Texas 75069

Distribution to: Contract File  Contractor   
Copies to: Department  Auditor  Other



---

Attn Ronni

Spes

972 468-4278 fax

Office of the County Purchasing Agent

November 3, 2005

CITY OF MURPHY  
Attn: Mr. Craig Sherwood  
205 North Murphy Road  
Murphy, Texas 75094

Re: Interlocal Agreement Jail Services Agreement  
Agreement No. 2003-090-02-11

Dear Mr. Sherwood:

Enclosed, please find three (3) copies of the referenced Contract Amendment for your approval and signature regarding the referenced services.

Please sign and return three (3) originals for final processing. Upon completion, one (1) fully executed copy to Collin County Purchasing Department, 200 S. McDonald, Suite 230, McKinney, Texas 75069.

Should you have any questions, please feel free to contact me at (972) 548-4124 or Metro (972) 424-1460, ext. 4124.

Sincerely,

A handwritten signature in black ink, appearing to read "Darci Hooten", is written over the word "Sincerely,".

Darci Hooten, CPPB  
Contract Administrator

/dh  
Encl.

c: file

**COLLIN COUNTY  
PURCHASING DEPARTMENT**

**CONTRACT AMENDMENT NO: ONE (1)**

CONTRACT: Interlocal Jail Services Agreement

EFFECTIVE DATE: 10-1-2005

CONTRACT NO. 2003-090-02-11

CONTRACT AMENDMENT ISSUED TO:

CITY OF MURPHY  
Attn: Mr. Craig Sherwood  
205 North Murphy Road  
Murphy, Texas 75094

AWARDED BY: Original Court Order No. 2003-090-02-11  
AMENDMENT #1, COURT ORDER NO. \_\_\_\_\_  
AMENDMENT #2, COURT ORDER NO. \_\_\_\_\_

**YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT:**

Amend Section 2 Term to read as follows:

2.01 The term of this Agreement shall commence on the 1<sup>st</sup> day of October 2002, and shall continue in full force and effect for a period of one (1) year. This Agreement automatically renews annually without the necessity of any action by the parties.

Amend Section 5 Compensation:

The rate charged for the FY2006 Fiscal year shall be decreased from \$70.92 to \$69.179 per day or part of a day per inmate confined in the County Jail.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:  
CITY OF MELISSA  
Attn: Honorable David More, Judge  
P.O. Box 369  
Melissa, Texas 75454

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
Collin County Courthouse  
210 S. McDonald  
McKinney, Texas 75069

\_\_\_\_\_  
SIGNATURE  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Franklin Ybarbo  
Purchasing Agent  
DATE: \_\_\_\_\_

MAIL SIGNED CONTRACT AMENDMENT TO:  
*Purchasing Agent, 200 S. McDonald St., Suite 230, McKinney, Texas 75069*

**COLLIN COUNTY  
PURCHASING DEPARTMENT**

**CONTRACT AMENDMENT NO: ONE (1)**

CONTRACT: Interlocal Jail Services Agreement

EFFECTIVE DATE: 10-1-2004

CONTRACT NO. 2003-090-02-11

CONTRACT AMENDMENT ISSUED TO:

CITY OF MURPHY  
Attn: Mr. Craig Sherwood  
205 North Murphy Road  
Murphy, TX 75094

AWARDED BY: Original Court Order No. 2003-090-02-11  
AMENDMENT #1, COURT ORDER NO. \_\_\_\_\_

**YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT:**

*Amend Section 2 Term to read as follows:*

*2.01 The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2002, and shall continue in full force and effect for a period of one (1) year. This Agreement automatically renews annually without the necessity of any action by the parties.*

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:  
  
CITY OF MURPHY  
Attn: Mr. Craig Sherwood  
205 North Murphy Road  
Murphy, TX 75094

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
Collin County Courthouse  
210 S. McDonald  
McKinney, Texas 75069

\_\_\_\_\_  
SIGNATURE  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Franklin Ybarbo  
Purchasing Agent  
DATE: \_\_\_\_\_

MAIL SIGNED CONTRACT AMENDMENT TO:  
*Purchasing Agent, 200 S. McDonald St., Suite 230, McKinney, Texas 75069*



Office of the County Purchasing Agent

August 25, 2004

CITY OF MURPHY  
Attn: Mr. Craig Sherwood  
205 North Murphy Road  
Murphy, TX 75094

Re: Contract Amendment No. 1  
Interlocal Jail Services Agreement

Dear Mr. Sherwood:

Enclosed, please find two (2) copies of the referenced Contract Amendment for your approval and signature.

Please sign and return both copies for final execution to Collin County Purchasing Department, 200 S. McDonald, Suite 230, McKinney, Texas 75069.

Should you have any questions, please feel free to contact me at (972) 548-4124 or Metro (972) 424-1460, ext. 4124.

Sincerely,

A handwritten signature in cursive script, appearing to read "Darci Hooten".

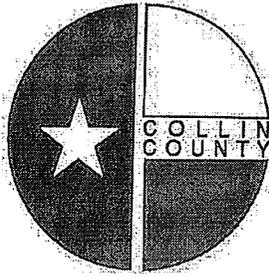
Darci Hooten, CPPB  
Contract Administrator

/dh  
Encl.

c: file

McKinney, Texas 75069 • (972) 548-4165 • Metro 424-1460 EXT. 4165

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>



Office of the County Purchasing Agent

November 3, 2005

*Approved to  
12/19/05*

CITY OF MURPHY  
Attn: Mr. Craig Sherwood  
205 North Murphy Road  
Murphy, Texas 75094

Re: Interlocal Agreement Jail Services Agreement  
Agreement No. 2003-090-02-11

Dear Mr. Sherwood:

Enclosed, please find three (3) copies of the referenced Contract Amendment for your approval and signature regarding the referenced services.

Please sign and return three (3) originals for final processing. Upon completion, one (1) fully executed copy to Collin County Purchasing Department, 200 S. McDonald, Suite 230, McKinney, Texas 75069.

Should you have any questions, please feel free to contact me at (972) 548-4124 or Metro (972) 424-1460, ext. 4124.

Sincerely,

Darci Hooten, CPPB  
Contract Administrator

/dh  
Encl.

c: file

**Issue**

Hold a public hearing and consider and/or act upon approval of an ordinance amending Chapter 86 (Zoning) of the City of Murphy Code of Ordinances regarding Alternative Financial Establishments (aka check cashing business, payday advance or loan business or a car title loan business).

**Background**

The current Comprehensive Zoning Ordinance was adopted on May 17, 2004 (via Ordinance No. 04-05-610). The City Council adopted the 2008 Comprehensive Plan on October 6, 2008. One of the primary methods to implement the recommendations of the Comprehensive Plan is to modify the Comprehensive Zoning Ordinance accordingly.

**Consideration**

Staff is proposing the following amendments to Chapter 86 of the Comprehensive Zoning Ordinance:

1. Add definitions for Alternative Financial Establishment, Car Title Loan Business, Check Cashing Business and Payday Advance or Loan Business, which are permitted uses within the Retail District, Light Commercial District and Business Park District.
2. Amend the land use, as allowed, under the division of "Retail District", "Light Commercial District" and "Business Park District" a land use for "Alternative Financial Establishments", "Car Title Loan Business", "Cash Checking Business" and "Payday Advance or Loan Business" and designating such use as allowed only by Specific Use Permit (SUP).

**Staff Recommendation**

Approval of the ordinance.

**Attachments**

- 1) Draft Ordinance

*James Fisher*

---

**Submitted By**

ORDINANCE NO. \_\_\_\_\_

Formatted: Top: 65 pt, Bottom: 65 pt

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, ORDINANCE NO. 04-05-610, AS AMENDED; AMENDING CHAPTER 86, ZONING DISTRICTS ESTABLISHED; SECTION 86-492 PERMITTED USES UNDER DIVISION 14. - R, RETAIL DISTRICT, SECTION 86-532 PERMITTED USES UNDER DIVISION 16. - LC, LIGHT COMMERCIAL DISTRICT, SECTION 86-552 PERMITTED USES UNDER DIVISION 17. - BP, BUSINESS PARK DISTRICT; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

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

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

**Section 1.** FINDINGS INCORPORATED

The findings set forth above are incorporated into the body of the Ordinance as if fully set forth herein.

**Section 2.** That the schedule of uses as allowed under Section 86-492, Section 86-532 and Section 86-552 of Ordinance 04-05-610, the Comprehensive Zoning Ordinance of the City of Murphy, Texas is hereby amended by adding, as land uses allowed under the divisions for “R, Retail District”, “LC, Light Commercial District” and “BP, Business Park District”, land use for “Alternative Financial Establishment”, “Car Title Loan Business”, “Check Cashing Business” and “Payday Advance or Loan Business” and designating such use as allowed only by specific use permit.

**Section 3.** That Section 86, Appendix A-3. - Use Regulations of Ordinance No. 04-05-610, the Comprehensive Zoning Ordinance of the City of Murphy, Texas is hereby amended by adding the following types of land uses:

“Alternative Financial Establishment”  
“Car Title Loan Business”  
“Check Cashing Business”  
“Payday Advance or Loan Business”

When developed as a permitted use, an alternative financial establishment shall comply with the development standards of the district in which it is located.

**Section 4.** That Section 86.6 “Definitions” of Ordinance No. 04-05-610, the Comprehensive Zoning Ordinance of the City of Murphy, Texas is hereby amended by adding the following definitions, in appropriate alphabetical order:

*Alternative Financial Establishment.* A check cashing business, payday advance or loan business, or a car title loan business. The term does not include a bank, savings and loan or credit union. With respect to a check cashing business, the term does not include: (1) a pawnshop or grocery store; or (2) a

convenience store or similar retail business that cashes checks or money orders or issues money order or money transfers for a minimum flat fee as a service incidental to its main purpose of business provided the check cashing service does not constitute 50% or more of the trade of that business.

*Car Title Loan Business.* An establishment that makes small, short-term consumer loans that leverage the equity of a customer’s motor vehicle as collateral by taking physical possession of title to the vehicle, by executing a sale-leaseback agreement with the customer or by executing a power of attorney with the customer, by means of which the borrower’s failure to repay the loan or make interest payments to extend the loan allows the car title loan business to take possession of the vehicle from the customer. And including those operations listed under “Alternative Financial Establishment”.

*Check Cashing Business.* An establishment that for a fee or other payment taken out of the proceeds of the transaction, provides payment to the customer – regardless of an existing checking or other relationship between the establishment and the customer – of an amount of money equal to the face of a check, draft, warrant, written authorization for an electronic transfer of money, or similar representation of payment owed by a third-party to the customer. And including those operations listed under “Alternative Financial Establishment”.

*Payday Advance or Loan Business.* An establishment that makes small consumer loans, usually backed by postdated check or authorization to make an electronic debit against an existing financial account, in which the check or debit is held for an agreed-upon term or until the customer’s next payday, and then cashed or debited unless the customer repays the loan within the agreed time. And including those operations listed under “Alternative Financial Establishment”.

**Section 5.** That Ordinance 04-05-610, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**Section 6.** If any word, section, article, phrase, paragraph, sentence, clause or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of the Comprehensive Zoning Ordinance, Ordinance No. 04-05-610, and the remaining portions shall remain in full force and effect.

**Section 7.** Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the City of Murphy, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**Section 8.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED, APPROVED AND ADOPTED** this the \_\_\_\_ day of July 2011.

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

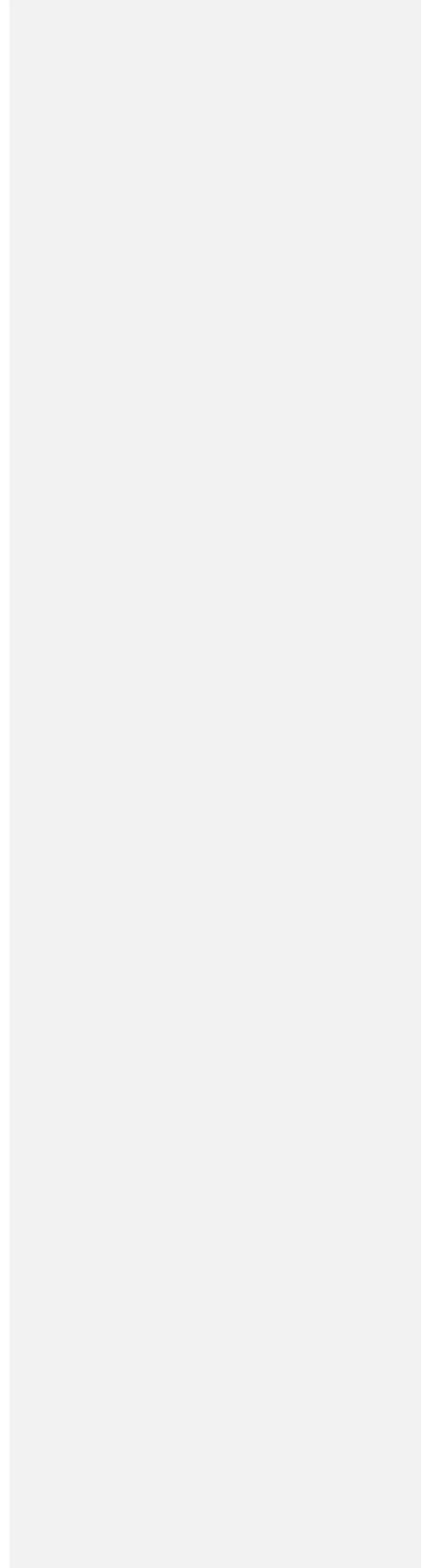
Bret Baldwin, Mayor

Formatted: Tab stops: 288 pt, Left

ATTEST:

---

Aimee Nemer, City Secretary



**Issue**

Consider and/or act on the application of the **Plano Independent School District** requesting approval of the Final Plat for McMillen High School on property zoned PD (Planned Development) District for Public School, Stadium and Other School District Support Uses on property located on North Murphy Road, north of Spring Ridge Drive.

**Owner(s):**

Plano Independent School District

**Background**

The applicant is submitting this plat in order to replat the addition known as the Plano ISD Complex. The original Plano ISD Complex addition was approved in 2003. However, that addition did not include fire lanes, access, utility, and electric easements that are needed for McMillen High School. Therefore, the final plat submitted incorporates the necessary said easements for McMillen High School as required by various City codes and regulations.

**Considerations**

N/A

**Staff Recommendation**

Approve the final plat as submitted.

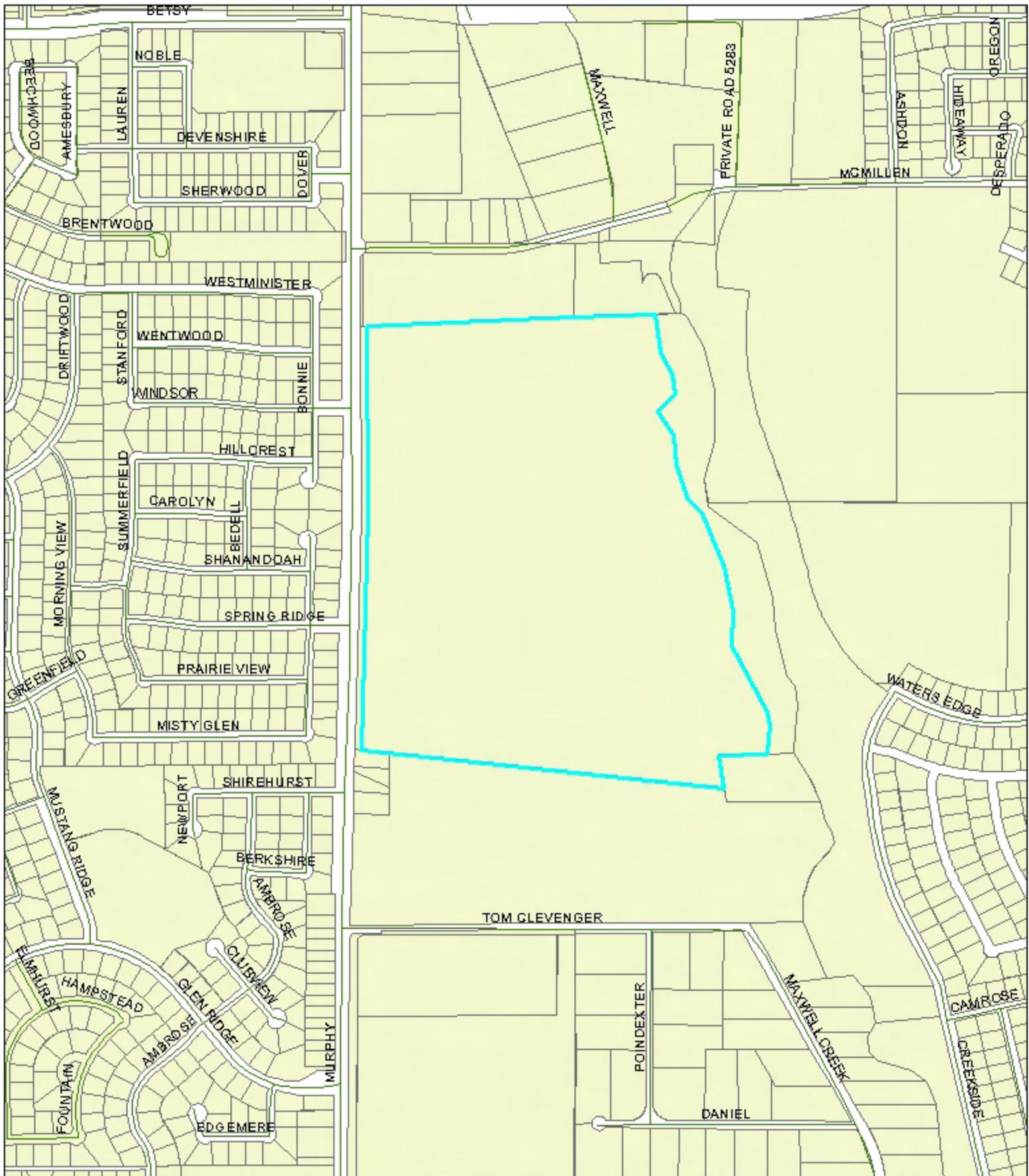
**Attachments**

- 1) Location Map
- 2) Aerial Map
- 3) Final Plat

*James Fisher*

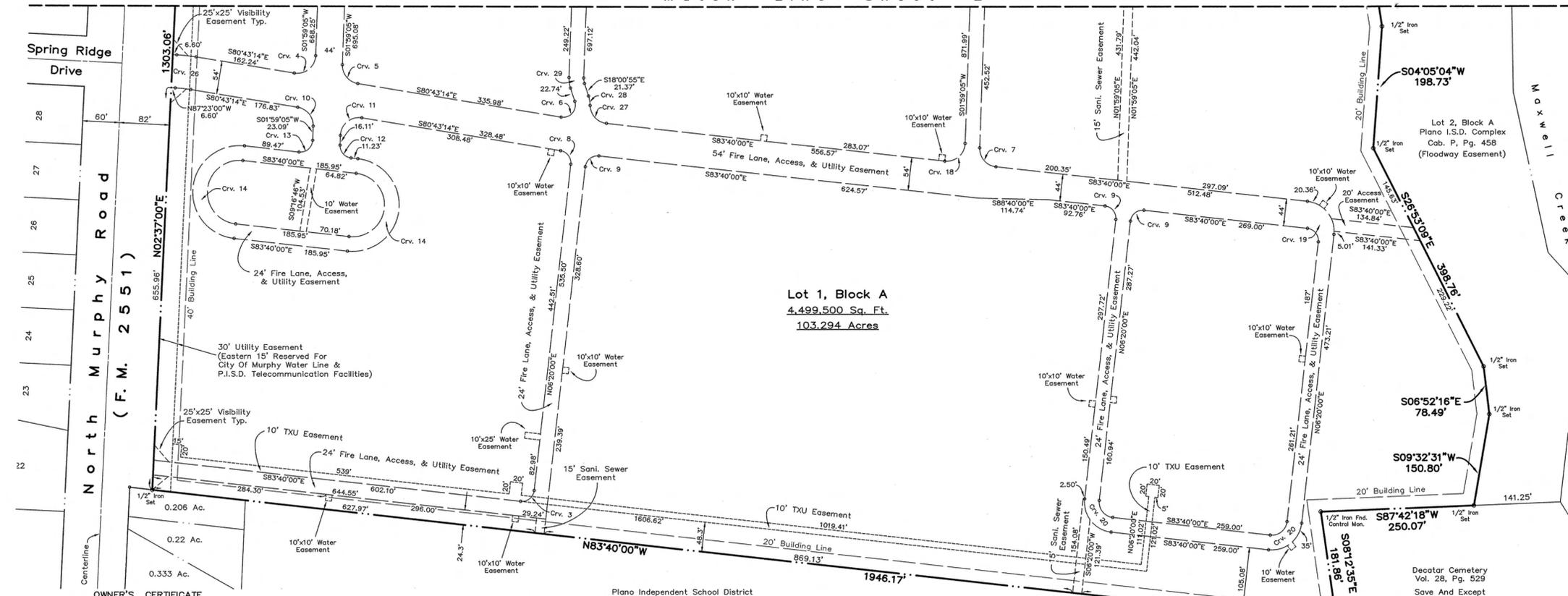
---

**Submitted By**

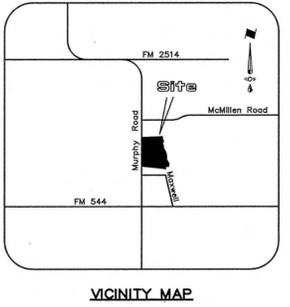
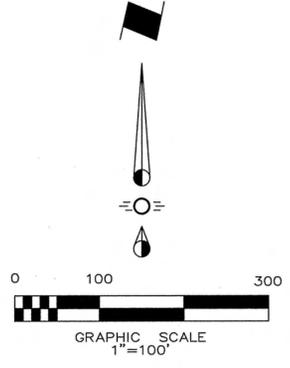


## Location Map - PISD Complex





Forestar (USA) Real Estate Group, Inc.



Lot 1, Block A  
4,499,500 Sq. Ft.  
103.294 Acres

OWNER'S CERTIFICATE  
STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS, the Plano Independent School District is the owner of a tract of land situated in the J. W. Maxwell Survey, Abstract No. 582, and the C. A. McMillan Survey, Abstract No. 588, City of Murphy, Collin County, Texas, and being all of Lot 1, Block A, Plano I.S.D. Complex, an addition to the City of Murphy as recorded in Cabinet P, Page 458, Plat Records of Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for corner in the east line of Murphy Road (F. M. Highway 2551) (a 142' R.O.W. at this point, 82' from centerline), said point being in the south line of Lot 1, Block A, First Baptist Church of Murphy, an addition to the City of Murphy as recorded in Cabinet 2008, Page 349, Plat Records of Collin County, Texas;

THENCE N88°06'57"E, leaving Murphy Road, and with the south line of First Baptist Church of Murphy part of the way, a distance of 1209.54 feet to a 1/2" iron rod set for corner;

THENCE N88°06'00"E, with the south line of a tract of land owned by Forestar (USA) Real Estate Inc, a distance of 376.60 feet to a 1/2" iron rod set for corner, said point being the northwest corner of Lot 2, Block A, Plano I.S.D. Complex as recorded in Cabinet P, Page 458;

THENCE with the west line of said Lot 2, Block A, the following:

- S06°39'56"E, a distance of 209.05 feet to a 1/2" iron rod set for corner;
- S25°34'35"E, a distance of 135.02 feet to a 1/2" iron rod set for corner;
- S03°35'54"E, a distance of 100.69 feet to a 1/2" iron rod set for corner;
- S43°13'35"W, a distance of 132.64 feet to a 1/2" iron rod set for corner;
- S32°16'07"E, a distance of 149.84 feet to a 1/2" iron rod set for corner;
- S01°39'53"E, a distance of 155.03 feet to a 1/2" iron rod set for corner;
- S15°42'18"E, a distance of 181.57 feet to a 1/2" iron rod set for corner;
- S39°55'54"E, a distance of 110.30 feet to a 1/2" iron rod set for corner;
- S21°02'43"E, a distance of 310.88 feet to a 1/2" iron rod set for corner;
- S08°44'35"E, a distance of 235.17 feet to a 1/2" iron rod set for corner;
- S04°05'04"W, a distance of 198.73 feet to a 1/2" iron rod set for corner;
- S26°53'09"E, a distance of 398.76 feet to a 1/2" iron rod set for corner;
- S06°52'16"E, a distance of 78.49 feet to a 1/2" iron rod set for corner;
- S09°32'31"W, a distance of 150.80 feet to a 1/2" iron rod set for corner in the north line of Decatur Cemetery as recorded in Volume 28, Page 529, Deed Records of Collin County, Texas;

THENCE S87°42'18"W, with the north line of Decatur Cemetery, a distance of 250.07 feet to a 1/2" iron rod found for corner;

THENCE S08°12'35"E, with the east line of said Decatur Cemetery, a distance of 181.86 feet to a 1/2" iron rod set for corner, said point being in the north line of a tract of land conveyed to the Plano I.S.D. by deed recorded in Volume 4242, Page 1390, Deed Records of Collin County, Texas;

THENCE N83°40'00"W, with the north line of said Plano I.S.D. tract, a distance of 1946.17 feet to a 1/2" iron rod set for corner in the aforementioned east line of Murphy Road;

THENCE N02°37'00"E, with the east line of Murphy Road, a distance of 1303.06 feet to a 1/2" iron rod set for corner;

THENCE N00°45'00"E, with the east line of Murphy Road, a distance of 992.16 feet to the POINT OF BEGINNING AND CONTAINING 4,499,500 square feet, or 103.294 acres of land.

**BASIS OF BEARINGS:**  
Right of way for F.M. 2551, obtained from TxDOT.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the Plano Independent School District, acting through its duly authorized officers, does hereby adopt this plat designating the herein above described property as Lot 1, Block A, Plano I.S.D. Complex, an addition to the City of Murphy, Texas, and does hereby dedicate to the public use forever the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Murphy. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and the City of Murphy's use thereof. The City of Murphy and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Murphy and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that he shall construct upon the fire lane easements, as delineated and shown hereon, a hard surface in accordance with the City of Murphy's paving standards for fire lanes, and that he shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs or other improvements or obstruction including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the property owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking or Standing". The local law enforcement agency(ies) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, for the purpose of general public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Murphy, its agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said premises.

**VISIBILITY, ACCESS, AND MAINTENANCE EASEMENT**

The areas or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) Easements are hereby given and granted to the City, its successors and assigns, as an easement to provide visibility, right of access, for maintenance upon and across said VAM Easement. The City shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the City exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscape improvements, including, without limitation, any trees, shrubs, flowers, ground cover and fixtures. The City may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over or across the VAM Easement. The City shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The City, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

**DRAINAGE AND FLOODWAY EASEMENT**

This plat hereby adopted by the Owners and approved by the City of Murphy (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: Portion of Lot 1, Block A, as shown on the plat is called "Drainage and Floodway Easement" and is the natural drainage channel crossing each lot. The existing creek or creeks traversing along the Drainage and Floodway Easement within the limits of this addition, will remain as an open channel at all times and will be maintained by the owners of the lot or lots that are traversed by or adjacent to the drainage courses in the Drainage and Floodway Easement. The City will not be responsible for the maintenance and operation of said creek or creeks or for any damage to private property or person that results from the flow of water along said creek, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Floodway Easement or the natural drainage channels, as herein above defined. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the streets and alleys in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Drainage and Floodway Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the natural drainage channels traversing or adjacent to his property clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Floodway Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the natural drainage channels.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Murphy, Texas.

Witness my hand at \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 2011.

Plano Independent School District  
Printed name and title

**STATE OF TEXAS  
COUNTY OF COLLIN**

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public in and for the State of Texas  
My commission expires on:

**SURVEYOR'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS: THAT I, David J. Surdukan, do hereby certify that I prepared this plat from an actual and accurate survey of land, and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Murphy.

David J. Surdukan  
Registration No. 4613

**STATE OF TEXAS  
COUNTY OF COLLIN**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally David J. Surdukan, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN under my hand and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public in and for the State of Texas  
My commission expires on:

**NOTE:**  
Floodway Easement based on FEMA Map No. 48085C0415J, Dated June 2, 2009, and amended by LOMA Determination Document Case No. 10-06-1339A, dated May 18, 2010.

**NOTE:**  
Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and withholding of utilities and building permits.

**FINAL PLAT**  
Approved by the City of Murphy for filing at the office of the County Clerk of Collin County, Texas.

**RECOMMENDED BY:** Planning and Zoning Commission  
City of Murphy, Texas

Signature of Chairperson \_\_\_\_\_ Date of Recommendation \_\_\_\_\_

**APPROVED BY:** City Council  
City of Murphy, Texas

Signature of Mayor \_\_\_\_\_ Date of Approval \_\_\_\_\_

**ATTEST:**  
City Secretary \_\_\_\_\_ Date \_\_\_\_\_

SHEET 1 OF 2

FINAL PLAT

**PLANO I.S.D. COMPLEX  
Lot 1, Block A**

Being A Replat Of  
Plano I.S.D. Complex, Lot 1, Block A  
As Recorded in Cabinet P, Pages 458-460  
Situated In The  
J. W. MAXWELL SURVEY ~ ABSTRACT 582  
C. A. McMILLAN ~ ABSTRACT 588  
MURPHY, COLLIN COUNTY, TEXAS

**Owner**  
Plano Independent School District  
6600 Alma Drive  
Plano, Texas 75023  
Telephone 469 752-1480

**Engineer**  
RLK Engineering, Inc.  
Texas Registration No. 579  
111 West Main Street  
Allen, Texas 75013  
Telephone 972 359-1733

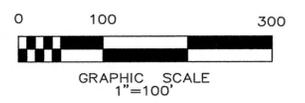
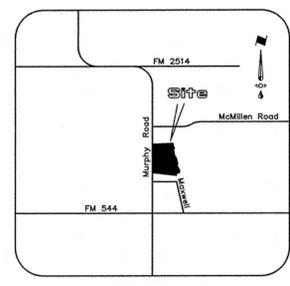
**Surveyor**  
Surdukan Surveying, Inc.  
PO Box 126  
Anna, Texas 75409  
Telephone 972 924-8200  
May 10, 2011

Daniel Crossing Phase B  
Cob. L. Pg. 117

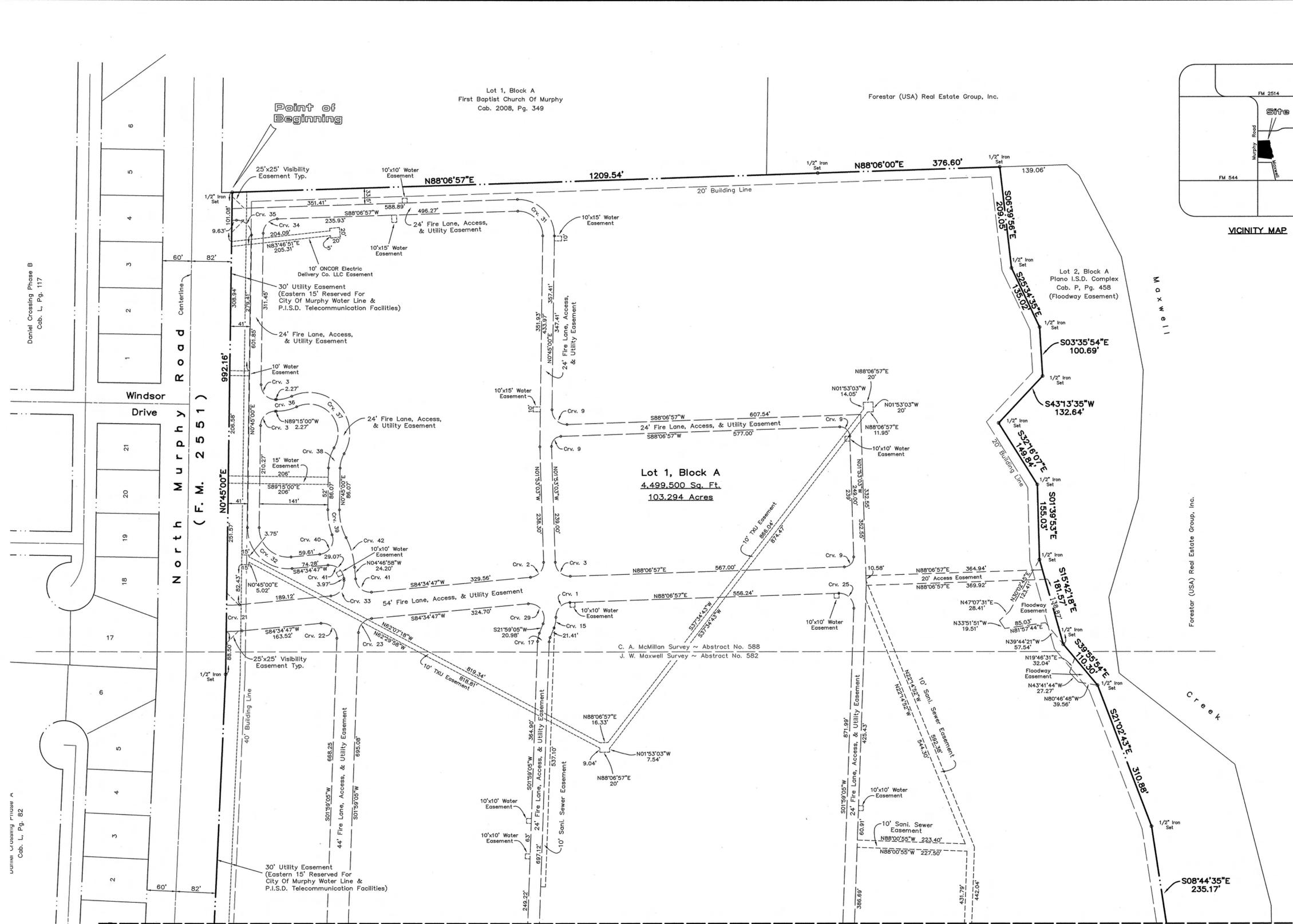
Loma Crossing Phase A  
Cob. L. Pg. 82

Lot 1, Block A  
First Baptist Church of Murphy  
Cob. 2008, Pg. 349

Forestar (USA) Real Estate Group, Inc.



VICINITY MAP



Inner	Outer	Inner	Outer	Inner	Outer
A=89°30'38" R=30.00 L=46.87	A=45°00'00" R=50.00 L=74.00	A=45°00'00" R=50.00 L=74.00	A=45°00'00" R=50.00 L=74.00	A=92°38'03" R=74.00 L=118.84	A=92°38'03" R=74.00 L=118.84
A=82°27'50" R=30.00 L=46.22	A=20°00'00" R=26.00 L=42.88	A=20°00'00" R=26.00 L=42.88	A=81°01'13" R=60.00 L=100.71	A=81°01'13" R=60.00 L=100.71	A=81°01'13" R=60.00 L=100.71
A=97°17'41" R=30.00 L=46.94	A=90°00'00" R=30.00 L=47.12	A=90°00'00" R=30.00 L=47.12	A=82°21'59" R=30.00 L=47.49	A=82°21'59" R=30.00 L=47.49	A=82°21'59" R=30.00 L=47.49
A=82°42'19" R=30.00 L=43.30	A=20°00'00" R=25.00 L=40.00	A=20°00'00" R=25.00 L=40.00	A=92°38'03" R=71.00 L=112.55	A=92°38'03" R=71.00 L=112.55	A=92°38'03" R=71.00 L=112.55
A=117°17'41" R=30.00 L=49.94	A=06°57'44" R=30.00 L=48.15	A=06°57'44" R=30.00 L=48.15	A=28°00'23" R=30.00 L=43.12	A=28°00'23" R=30.00 L=43.12	A=28°00'23" R=30.00 L=43.12
A=83°39'08" R=30.00 L=48.85	A=97°24'18" R=30.00 L=45.10	A=97°24'18" R=30.00 L=45.10	A=45°39'54" R=30.00 L=48.55	A=45°39'54" R=30.00 L=48.55	A=45°39'54" R=30.00 L=48.55
A=87°03'14" R=20.00 L=30.39	A=82°35'42" R=30.00 L=43.25	A=82°35'42" R=30.00 L=43.25	A=29°39'31" R=30.00 L=43.48	A=29°39'31" R=30.00 L=43.48	A=29°39'31" R=30.00 L=43.48
A=90°00'00" R=30.00 L=45.10	A=86°07'52" R=30.00 L=45.10	A=86°07'52" R=30.00 L=45.10	A=28°12'51" R=30.00 L=43.75	A=28°12'51" R=30.00 L=43.75	A=28°12'51" R=30.00 L=43.75
A=82°42'19" R=30.00 L=43.30	A=93°52'08" R=30.00 L=49.15	A=93°52'08" R=30.00 L=49.15	A=104°44'19" R=30.00 L=54.84	A=104°44'19" R=30.00 L=54.84	A=104°44'19" R=30.00 L=54.84
A=97°17'41" R=30.00 L=46.94	A=06°39'46" R=30.00 L=45.58	A=06°39'46" R=30.00 L=45.58	A=90°38'16" R=30.00 L=47.46	A=90°38'16" R=30.00 L=47.46	A=90°38'16" R=30.00 L=47.46
A=83°39'08" R=20.00 L=29.80	A=82°25'25" R=30.00 L=43.18	A=82°25'25" R=30.00 L=43.18	A=20°00'00" R=30.00 L=47.46	A=20°00'00" R=30.00 L=47.46	A=20°00'00" R=30.00 L=47.46
A=84°20'55" R=20.00 L=29.93	A=20°00'00" R=26.00 L=42.88	A=20°00'00" R=26.00 L=42.88	A=17°24'18" R=30.00 L=49.35	A=17°24'18" R=30.00 L=49.35	A=17°24'18" R=30.00 L=49.35
A=180°00'00" R=18.00 L=28.76	A=180°00'00" R=18.00 L=28.76	A=180°00'00" R=18.00 L=28.76	A=23°22'46" R=34.00 L=52.03	A=23°22'46" R=34.00 L=52.03	A=23°22'46" R=34.00 L=52.03

Forestar (USA) Real Estate Group, Inc.

Match Line Sheet 1

SHEET 2 OF 2  
FINAL PLAT  
**PLANO I.S.D. COMPLEX**  
Lot 1, Block A  
Being a Replat Of  
Plano I.S.D. Complex, Lot 1, Block A  
As Recorded In Cabinet P, Pages 458-460  
Situated In The  
**J. W. MAXWELL SURVEY ~ ABSTRACT 582**  
**C. A. McMILLAN ~ ABSTRACT 588**  
**MURPHY, COLLIN COUNTY, TEXAS**

**Owner**  
Plano Independent School District  
6600 Alma Drive  
Plano, Texas 75023  
Telephone 469 752-1480

**Engineer**  
RLK Engineering, Inc.  
Texas Registration No. 579  
111 West Main Street  
Allen, Texas 75013  
Telephone 972 359-1733

**Surveyor**  
Surdukan Surveying, Inc.  
PO Box 126  
Anna, Texas 75409  
Telephone 972 924-8200  
May 10, 2011

**NOTE:**  
Floodway Easement based on FEMA Map No. 48085C0415J, Dated June 2, 2009, and amended by LOMA Determination Document Case No. 10-06-1339A, dated May 18, 2010.

**NOTE:**  
Floodway Easement based on FEMA Map No. 48085C0415J, Dated June 2, 2009.

**Issue**

Consider and/or act upon the purchase of Solar Trash Compactors and Recycle Bins from the recycle rebate funds.

**Background**

In March 2008, the City awarded the Waste Management Contract which included rebates received from the community recycling program intended to be spent on community projects. The City purchased two solar trash compactors units last year and the units were placed at Mustang Park Pavilion and Aviary Park Pavilion. The units have been very successful in holding extra trash and allowing the Park crew to reduce the number of cans previously located at the Mustang Park pavilion. With the total of seven (7) pavilions now available in the city and three (3) more projected in the next few years, it would be beneficial to continue adding these solar trash can units to the pavilions each year. The units have proven themselves in the reduction in man-hours for trash collection at the parks. Staff proposes to add these two units to the pavilions at North Hill Park and Timbers Nature Preserve Park (City Park).

These units can have "Smart" technology, so that the units radio the client that it is full and needs to be emptied. Due to monthly and annual fees for this technology and only ten parks in Murphy, staff does not recommend these units include the "smart" technology. Staff visits each park every Monday and Friday at a minimum for weekly inspections..

**Financial Considerations**

The quoted price for two is \$9,954.00 which includes shipping. In 2010, City paid \$9,400 total for two.

**Staff Recommendation**

Staff recommends approval of acquiring two (2) solar trash compactors and recycle units for the heavily used park pavilions.

*Kim Lenoir, Development Manager*  
**Submitted By**

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

**Issue**

Consider and/or act upon a citizen's request for exemption of Chapter 14 "Animals", section 14-51 under The Murphy City Code.

**Background**

Mike Tigh is wanting to purchase a home at 114 Edgemere Court. In order for Mr. Tigh to purchase the home he is requesting permission to house a female Hawk in the City. Mr. Tigh has been a licensed falconer for the past two years. His current permit level is an Apprentice. He is being sponsored by Jay Lehmer, who has been a licensed falconer for 30 years and holds a Master level permit. The falconry program is supervised by Texas Parks & Wildlife and governed under the Parks & Wildlife Code Chapter 49. Falconry Permit and the Texas Parks & Wildlife Department – Raptor Proclamation.

Every detail on the animals upkeep, housing designs, state inspections and permitting are controlled by the above listed state law sections.

Section 14-51, Murphy City Code reads:

**KEEPING OF WILD ANIMALS**

- (a) It shall be unlawful to keep any Wild Animal within the city limits of the City of Murphy, with the following exceptions:
  - (1) if a person and his or her facility housing such Wild Animal(s) has complied with all applicable federal, state, and local laws and regulations, including, but not limited to, the acquisition and retention of all applicable permits, prior to final adoption of this ordinance, said person may retain dangerous Wild Animals(s) in the above-described facility in compliance with all federal, state and local laws, including, but not limited to Chapter 822 of the Texas Health and Safety Code, as amended;
  - (2) a governmental agency or entity acting in an official capacity;
  - (3) a government-operated zoological park.;
  - (4) a permitted Wildlife Educational Center, animal exhibitions with valid state or federal permits; or
  - (5) a holder of an Animal Dealer or Animal Establishment with a Wild Animal permit. The possessor of any dangerous Wild Animal shall have all applicable state and federal permits to possess the species in question.
- (b) Animal Establishments or Animal Dealers who hold a (Dangerous) Wild Animals Permit shall make written application to the Animal Control Supervisor to permanently keep each dangerous Wild Animal in their possession. The

application must include the species and location of the animal, at least two pictures that clearly identify the Wild Animal, and proof that the establishment, center, or person is in possession of the necessary state and federal permit(s) to possess such species.

### **Financial Considerations**

No financial burden beyond periodic inspections is expected, which will be absorbed in daily activities of the ACO.

### **Other Considerations**

### **Board/Staff Recommendation**

In addition to meeting the State Regulations for possessing this type of Raptor, Mr. Tigh would also agree to the following stipulations:

- 1) No more than two hawks in the city at any given time.
- 2) Mr. Tigh would permit Animal Control to perform quarterly inspections of the mew and the animal.
- 3) If the raptor is out of its enclosure for training while in the city, the animal will be on a tether not to exceed 12 feet in length.
- 4) Mr. Tigh will adhere to all Animal Ordinances concerning noise, upkeep, and sanitary conditions of the mew.
- 5) A valid copy of the state issued permit will be kept on file at all times with Animal Control.

Animal Control has no objection to Mr. Tigh's request to keep this type of animal in the city limits of Murphy assuming all of the above mention stipulations are met and maintained. Any noted violations would be terms for revocation of the exception and the bird(s) could be ordered out of the city, pending the outcome of a formal due process hearing as laid out in Section 14-47, Murphy City Code. We feel it will pose no threat to another human or animal.

### **Attachments**

- 1) Mike Tigh request for an exemption to ordinance
- 2) Texas Parks and Wildlife Department – Raptor Proclamation
- 3) Photos of the animal and quarters where she will be kept
- 4) Copy of Mr. Tigh Falconry permit
- 5) Parks & Wildlife Code – Chapter 40. Falconry Permit
- 6) Parks & Wildlife Falconry brochure

*Kim Parker, Support Services Manager*

**Submitted By**

**City Manager Approval**

June 26, 2011

Kim Parker  
City of Murphy  
205 N Murphy Rd  
Murphy TX 75094

In addition to my original email to you, I am sending this written request.

I am currently looking at a home for sale at 114 Edgemere Ct, in Murphy, prior to purchasing the home I am coming to the City of Murphy requesting permission to reside in your city with my hawks.

I have been a licensed Falconer for 2 years, my permit currently allows me to have one bird, and come September I will be eligible to obtain up to 3. My intentions are to only have two hawks. My current bird is a female Redtail Hawk, and my new bird will be a Harris Hawk. The birds are kept in what we refer to their home as a "mew". The mew is a structured building which is designed for the safety of the hawks. The birds are kept secure at all times. Not many people understand the sport of Falconry which is why I would like to inform you that the housing facility is inspected and approved by the Texas Game Warden.

I have included a copy of my Falconry permit, and 2 pictures of my current bird.

I will be attending the City council meeting on July 5<sup>th</sup> at 6:30pm and will be bring my sponsor/mentor Jay Lehmer and our hawks. Jay Lehmer is a licensed falconer for over 30 years. I am requesting If we could be on the schedule early in the meeting since we will have our birds with us.

Sincerely,  
Mike Tigh

## RAPTOR PROCLAMATION

### 1. Introduction.

The Texas Parks and Wildlife Commission adopts the repeal of §§65.261-65.267 and 65.269-65.277 and new §§65.261-65.277, concerning the Raptor Proclamation. Sections 65.264, 65.265, 65.267, 65.268, and 65.272 are adopted with changes to the proposed text as published in the December 25, 2009, issue of the Texas Register (34 TexReg 9350). The repeals and §§65.261-65.263, 65.266, and 65.269-65.277 are adopted without changes and will not be republished.

### 2. Justification for the Rules.

The practice of falconry in the United States is regulated at both the state and federal levels. The federal authority to regulate falconry is derived from the Migratory Bird Treaty Act. (See 16 U.S.C. §703 et seq.) Under the Migratory Bird Treaty Act, and the doctrine of federal preemption, each state is authorized to adopt falconry rules that are more restrictive than this federal statute and the associated federal falconry regulations, but not less restrictive. (16 U.S.C. §708).

Until 2009, under the federal falconry regulations, an applicant for a state falconry permit was required to apply for a federal falconry permit concurrently with an application for a state permit. 16 CFR §21.29, prior to amendment at 73 FR 59447 (October 8, 2008), The United States Secretary of the Interior, through the U.S. Fish and Wildlife Service (“FWS” or “the Service”), has recently adopted significant revisions to the federal falconry regulations. (See 50 CFR §29.21, et seq.) Part of these revisions allows states that are certified by FWS as having state regulations that meet the federal falconry standards to issue state falconry permits without requiring the applicant to concurrently apply for a federal falconry permit. Texas falconers have expressed a strong desire to be administratively regulated by the department alone.

### 3. Additional Information.

The full text of this rulemaking (including complete justification for the rules, a detailed description of the changes, and responses to public comment) can be found online at the *Texas Register* ([www.sos.state.tx.us](http://www.sos.state.tx.us)).

#### **4. Statutory Authority.**

The new sections are adopted under Parks and Wildlife Code, Chapter 49, which authorizes the commission to prescribe rules for the taking, capture, possession, propagation, transportation, export, import, and sale of raptors, time and area from which raptors may be taken or captured, and species that may be taken or captured; provide standards for possessing and housing raptors held under a permit; prescribe annual reporting requirements and procedures; prescribe eligibility requirements and fees for and issue any falconry, raptor propagation, or nonresident trapping permit; and require and regulate the identification of raptors held by permit holders; §61.054 , which requires the commission to specify the means or method that may be used to hunt, take, or possess game animals, game birds, or aquatic animal life; and Chapter 67, which authorizes the commission to establish any limits on the taking, possession, propagation, transportation, importation, exportation, sale, or offering for sale of nongame fish or wildlife that the department considers necessary to manage the species.

#### **§65.261. Applicability.**

(a) This subchapter applies to all species of raptors indigenous to the state of Texas.

(b) To the extent that a provision of this subchapter conflicts with any provision of 50 CFR Part 21 governing the possession and use of raptors, the federal regulation shall prevail.

**(Effective June 3, 2010)**

**§65.262. Definitions.** The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise. All other words and terms shall have the meanings assigned by Parks and Wildlife Code.

(1) Abatement permit--A special purpose permit issued by the FWS that allows the use of raptors to control nuisance wildlife.

(2) Captive bred--Raptors, including eggs hatched in captivity, from parents that mated or otherwise reproduced in captivity.

(3) Educational display--Activities conducted for the purposes of encouraging understanding of falconry, the management and conservation of raptors, or furthering awareness and understanding among the general public of the biology and ecological roles of protected wildlife.

(4) Eyass--A young raptor that is still in the nest.

Texas Parks and Wildlife Department  
Law Enforcement Division

(5) Falconer--A person legally allowed to take and fly raptors under a permit issued under the authority of Parks and Wildlife Code, Chapter 49, the laws of another state, or by the federal government.

(A) An apprentice falconer is a person who holds an apprentice falconry permit.

(B) A general falconer is a person who holds a general falconry permit.

(C) A master falconer is a person who holds a master falconry permit.

(6) FWS--The United States Fish and Wildlife Service.

(7) Hack--Temporary release of a raptor to the wild. Hacking is a method used by falconers to condition raptors for falconry.

(8) Holding--Retaining in captivity, but does not include the temporary possession of a raptor that is accidentally trapped and must be released.

(9) Imping--Using a feather to replace a broken feather of a raptor.

(10) Imprint--A raptor that is hand-raised in isolation from the sight of other raptors from two weeks of age until it is fully feathered.

(11) Passage bird--A raptor less than one year of age that has left the nest.

(12) Physician's statement--A written statement from a physician attesting that a long-term or permanent medical condition prevents a person from participating in trapping activities.

(13) Raptor--A migratory bird of the Order Falconiformes or the Order Strigiformes.

(14) Release to the wild--Permanent release of a raptor to an area where it is capable of leaving at will.

(15) Sponsor-- A general or master falconer who agrees to supervise the training of an apprentice falconer.

(16) Take--To trap or capture, or attempt to trap or capture, a wild raptor.

(17) Transfer--The change of possession of a raptor from one permitted person to another permitted person by mutual agreement and without the exchange or offer to exchange money or anything of value as a condition of the change in possession.

(18) Type 1 band--A FWS plastic leg band, issued by the department, which must be attached to gyrfalcons, peregrine falcons, goshawks, and Harris' hawks.

Texas Parks and Wildlife Department  
Law Enforcement Division

(19) Type 2 band--A FWS metal leg band, issued by the department, which must be attached to captive-bred raptors. This includes FWS replacement bands made of plastic.

(20) Weathering area--Outdoor facilities providing a raptor protection from the environment.

(21) Wild raptor--A raptor whose conception was not the result of the breeding of raptors in captivity.

**(Effective June 3, 2010)**

**§65.263. General Provisions.**

(a) No person shall take or possess a raptor in this state unless that person possesses valid state and federal permits (if required) to do so, including a Texas resident or nonresident hunting license, as applicable.

(b) A person who is not a resident of this state may not hold any permit issued under this subchapter other than a nonresident trapping permit.

(c) A person permitted to possess a live raptor under this subchapter shall:

(1) provide all permits, licenses, and documentation required to be maintained by this subchapter and the Parks and Wildlife Code upon the request of a department employee acting within the scope of official duties; and

(2) have in immediate possession all required permits, licenses, and documentation when in possession of a raptor away from the permitted facility where the raptor is kept.

(d) A raptor possessed under a falconry permit may be used for educational display purposes. For the purposes of this section, "direct supervision" means the personal presence of a master or general falconer at all times that an apprentice falconer is engaged in the educational display of a raptor.

(1) A raptor in any given 12-month period shall not be used more frequently or for a greater amount of time for educational display purposes than for falconry purposes.

(2) Educational display of a raptor shall be performed only by a general or master falconer, or an apprentice falconer under the direct supervision of a general or master falconer.

(3) A permittee may impose a fee or charge to present an educational display, but may not charge more than is necessary to recoup the direct expenses incurred in making the presentation.

Texas Parks and Wildlife Department  
Law Enforcement Division

(4) Educational display presentations shall include accurate information about falconry, wildlife conservation, and the biology, ecological roles, and conservation needs of raptors and other migratory birds.

(5) The photographing, filming, or videotaping of raptors held under a falconry permit is lawful for educational display purposes; however, a permittee:

(A) may not receive cash or anything of value in exchange for allowing a raptor to be photographed, filmed, or videotaped; and

(B) may not use or allow the use of a raptor held under a falconry permit for purpose of entertainment media or advertisements; promotion or endorsement of any products, merchandise, goods, services, meetings, or fairs; or as a representation of any business, company, corporation, or other organization.

(e) A permitted falconer at any time may capture a captive-bred raptor or any raptor wearing falconry equipment. If the raptor belongs to another falconer, it must be returned.

(f) In the event that an apprentice falconer's permittee-sponsor relationship is terminated, the apprentice falconer shall secure a new sponsor within 30 days of the date that the sponsor notifies the department of sponsorship termination.

(g) Raptors possessed under a valid permit may be transported to other states, subject to applicable federal, state, and local laws.

**(Effective June 3, 2010)**

**§65.264. Permit Application Requirements.**

(a) All permit applications shall be made using forms supplied by the department. An application shall contain a signed and dated statement showing that the applicant agrees that the permittee's falconry facilities, equipment, and raptors may be inspected without advance notice by the department. If the applicant is not the owner of the property where raptors are housed under this subchapter, the application shall contain a signed and dated statement showing that the owner of the property agrees that the falconry facilities, equipment, and raptors may be inspected without advance notice by the department.

(b) Educational or school programs may not be used to satisfy the experience requirements of paragraphs (1)-(4) of this subsection.

(1) An applicant for an apprentice falconry permit must be at least 12 years of age.

(A) If the applicant is under the age of 18, a parent or legal guardian must sign the application. By signing an application, a parent or

Texas Parks and Wildlife Department  
Law Enforcement Division

legal guardian agrees to be legally responsible for the actions of the applicant with respect to the requirements of this subchapter. Nothing in this subparagraph shall be construed to relieve any person under the age of 18 of any legal responsibility for failure to abide by the provisions of this subchapter.

(B) An application for an apprentice permit must be accompanied by:

(i) a letter from a general falconer with at least two years' experience at that level, or a master falconer, stating that the person agrees to be the applicant's sponsor; and

(ii) an original, signed certification that the applicant is familiar with the federal falconry regulations in Title 50 of the Code of Federal Regulations and is aware that submission of false information is an offense under 18 U.S.C. 1001.

(C) The department will not issue a permit at the apprentice level until the applicant's facilities have passed an inspection conducted by a department representative or designee. All inspections shall be in the presence of the permittee or the property owner (if the facility is located on property that is not owned by the permittee).

(2) An applicant for a general falconry permit must be at least 16 years of age.

(A) If the applicant is under the age of 18, a parent or legal guardian must sign the application. By signing an application, a parent or legal guardian agrees to be legally responsible for the actions of the applicant with respect to the requirements of this subchapter.

(B) An application for a general permit must be accompanied by a signed attestation from the applicant's sponsor, who must be a general or master falconer, that the applicant has maintained (to include capture from the wild), trained, flown (which may include releasing to the wild) and hunted with raptors in the applicant's possession for at least four months in each of at least two years during which the person has been permitted to practice falconry.

(3) An applicant for a master falconry permit must have been permitted to practice falconry at the general level for a minimum of five years.

(4) An applicant for a raptor propagator permit must:

(A) be a resident of Texas;

(B) be 18 years of age or older;

Texas Parks and Wildlife Department  
Law Enforcement Division

(C) have at least five years of experience in the practice of falconry; and

(D) possess a valid general or master permit.

(5) An applicant for a nonresident trapping permit must possess a license, issued by their state of residence, equivalent to a Texas falconry permit.

(c) The department will not issue an apprentice permit if the applicant has not taken a department-administered examination and scored at least 80.

(d) The requirements of subsections (b) and (c) of this section do not apply to applications for a nonresident trapping permit.

(e) A person who has allowed a falconry permit to expire is entitled to permit issuance at the level the person held at the time of permit expiration, provided not more than five years has elapsed from the date of expiration. If more than five years has elapsed since expiration, the person must take a department-administered falconry examination and record a score of at least 80.

(f) The department will not issue a permit under this subchapter to a person who has relocated to Texas while holding the valid equivalent of a permit issued under this subchapter issued by another state, territory, or tribe until the applicant's facilities have passed an inspection conducted by a department representative or designee. All inspections shall be in the presence of the permittee or the property owner (if the facility is located on property that is not owned by the permittee).

(g) The department may refuse permit issuance or renewal to any person who within five years of applying for a permit issued under the authority of this subchapter has been finally convicted of or received deferred adjudication for:

(1) a violation of Parks and Wildlife Code, Chapter 43, Subchapters C, E, L, or R or Chapter 49;

(2) a violation of Parks and Wildlife Code that is a Class B misdemeanor, a Class A misdemeanor, or felony; or

(3) a violation of Parks and Wildlife Code, §63.002.

**(Effective June 3, 2010)**

**§65.265. Period of Validity.** Permits will be issued with a period of validity not to exceed five years from date of issuance and shall expire on June 30 of the final year of permit validity.

**(Effective June 3, 2010)**

**§65.266. Review of Agency Decision to Deny or Revoke Permit.** An applicant or permittee for a permit under this subchapter may request a review of a decision of the department to deny issuance or delay processing of a permit.

(1) An applicant or permittee seeking review of a decision of the department with respect to denial of permit issuance under this subchapter shall first contact the department within ten business days of being notified by the department of permit denial.

(2) The department shall conduct the review and notify the applicant or permittee of the results within ten business days of receiving a request for review.

(3) The request for review shall be presented to a review panel. The review panel shall consist of the following:

(A) the deputy executive director for natural resources, or his or her designee;

(B) the director of the Wildlife Division; and

(C) the director of the Wildlife Diversity program within the Wildlife Division.

(4) The decision of the review panel is final.

(5) The department shall report on an annual basis to the Falconry and Raptor Council the number and disposition of all reviews under this section.

**(Effective June 3, 2010)**

**§65.267. Permit Privileges and Restrictions.**

(a) Apprentice falconers.

(1) An apprentice falconer may possess any member of the Order Strigiformes or Falconiformes except as provided in paragraph (3) of this subsection.

(2) An apprentice falconer may obtain a raptor by trapping, by purchase, or by transfer from another permittee.

(3) An apprentice falconer may not:

(A) possess more than one raptor at any given time;

(B) hack a raptor possessed under a permit;

(C) possess any of the following:

(i) American swallow-tailed kite (*Elanoides forficatus*);

(ii) bald eagle (*Haliaeetus leucocephalus*);

(iii) white-tailed eagle (*Haliaeetus albicilla*);

(iv) Steller's sea-eagle (*Haliaeetus pelagicus*);

(v) northern harrier (*Circus cyaneus*);

Texas Parks and Wildlife Department  
Law Enforcement Division

- (vi) Swainson's hawk (*Buteo swainsoni*);
- (vii) golden eagle (*Aquila chrysaetos*);
- (viii) peregrine falcon (*Falco peregrinus*);
- (ix) flammulated owl (*Otus flammeolus*);
- (x) burrowing owl (*Athene cucularia*); or
- (xi) short-eared owl (*Asio flammeus*); or

(D) take or possess:

- (i) an eyass;
- (ii) an imprinted raptor;
- (iii) a hybrid that has not been sterilized; or
- (iv) a raptor taken from the wild as a nestling.

(4) An apprentice falconer must secure a new sponsor within 30 calendar days in the event of sponsorship termination.

(5) An apprentice falconer may conduct abatement activities only as a subpermittee of a master falconer who holds an abatement permit.

(b) General falconers.

(1) A general falconer may possess any member of the Order Strigiformes or Falconiformes except as provided in paragraph (2) of this subsection.

(2) A general falconer may not:

(A) possess more than three raptors at any given time; or

(B) possess any of the following: golden eagle, a bald eagle, a white-tailed eagle, or a Steller's sea-eagle.

(3) A general class falconer may possess hybrid and captive-bred raptors.

(4) A general falconer may take no more than one raptor that is listed as a federal threatened species from the wild each year, provided that take is specifically authorized by both the department and the federal government.

(5) A general falconer may conduct abatement activities only as a subpermittee of a master falconer who holds an abatement permit

(c) Master falconers.

(1) A master class permittee may possess any member of the Order Strigiformes or Falconiformes except as provided in paragraph (3) of this subsection.

(2) A master class permittee may not possess more than five wild-caught raptors at any time. Captive-bred raptors may be possessed in any number; however, all captive-bred raptors must be trained and used for hunting.

Texas Parks and Wildlife Department  
Law Enforcement Division

(3) A master falconer may possess up to three golden eagles, white-tailed eagles, or Steller's sea eagles, in the aggregate. To possess a raptor under this subsection, a master falconer shall submit to the department a written request to possess individuals of the listed species. The written request required by this subsection must contain description of the applicant's experience in handling large raptors, including information about the species handled and the type and duration of the activity in which the applicant has engaged. The written request required by this subsection must be accompanied by at least two letters of reference from people with experience handling and/or flying large raptors such as eagles, ferruginous hawks (*Buteo regalis*), goshawks (*Accipiter gentilis*), or great horned owls (*Bubo virginianus*). Each letter of reference must contain a concise history of the author's experience with large raptors, and must attest to the applicant's ability to care for eagles and fly them in falconry.

(4) A master falconer may take up to two golden eagles within a calendar year from a livestock depredation area declared by the United States Department of Agriculture or the governor.

(5) A master falconer may take no more than one raptor that is listed as a federal threatened species from the wild each year, provided that take is specifically authorized by both the department and the federal government.

(6) A master falconer may conduct abatement activities with a bird or birds possessed under the person's falconry permit, provided the birds are captive-bred and the permittee has obtained a federal permit for that purpose.

(7) No person other than the master falconer to whom an abatement permit has been issued may use a raptor possessed under a falconry permit to conduct abatement activities. A master falconer may receive payment, and may pay a general or apprentice falconer for providing abatement services under a federal permit for that purpose.

(d) Raptor propagator permittees.

(1) A person who holds a raptor propagator permit may use raptors possessed by the person under a falconry permit for captive breeding, however, if the raptor is used as a captive breeding bird for more than eight months in any 12-month period, the raptor must be:

- (A) permanently transferred as a propagation bird; and
- (B) be permanently banded as provided under 50 CFR

§21.30.

Texas Parks and Wildlife Department  
Law Enforcement Division

(2) A raptor propagator may not possess or breed species of raptors listed by the federal government as endangered unless the propagator can document proof of seven years' experience caring for and handling raptors.

(e) Nonresident trapping permittees.

(1) The department will not issue a nonresident trapping permit to any person who is a resident of a state that does not allow Texas residents to trap raptors in that state.

(2) A nonresident trapper shall not trap more than one raptor per year in this state.

(f) Federal abatement permittees.

(1) The possession limits established in this section for each class of permittee do not apply to raptors possessed under a federal abatement permit.

(2) The requirements of §65.268(2) of this title (relating to Equipment and Facility Standards; Related Provisions) apply to raptors possessed under a federal abatement permit.

(3) Only a raptor held under an abatement permit may be used for abatement purposes, unless the raptor is possessed as a falconry bird by the abatement permit holder. If a raptor is possessed as a falconry bird and flown for abatement purposes, it must be:

(A) captive bred; and

(B) flown only by the person to whom the abatement permit was issued.

**(Effective June 3, 2010)**

**§65.268. Equipment and Facility Standards; Related Provisions.**

All facilities and equipment are subject to inspection by the department; however, no inspection shall be conducted unless the permittee or the property owner (if the facility is located on property that is not owned by the permittee) is personally present.

(1) Equipment. A permittee shall possess:

(A) jesses or the materials and equipment to make them;

(B) leash and swivel;

(C) bath container; and

(D) appropriate scales or balances for weighing a raptor.

(2) Facilities.

(A) General.

(i) Permit holders shall provide facilities that are appropriately sized, constructed, and maintained so as to provide a safe

Texas Parks and Wildlife Department  
Law Enforcement Division

environment for raptors held under a permit issued under the authority of this subchapter. All facilities shall provide each raptor with protection from sun, wind, inclement weather, predators, and undue disturbance.

(ii) Clean water shall be available at all times except when medical or environmental circumstances require the temporary denial of water.

(iii) Veterinary care shall be available to all raptors.

(B) Permittees shall maintain facilities that meet the following standards.

(i) Indoor facility standards.

(I) If more than one raptor is being kept in a facility, the raptors shall be tethered or separated by partitions, except for raptors that are compatible with each other.

(II) Each raptor shall be kept in an area large enough to allow the raptor to fully extend its wings.

(III) A perch designed or intended for use by raptors shall be provided for each raptor kept in the facility.

(IV) There shall be at least one window, protected on the inside by vertical bars spaced narrower than the width of the raptor's body if the bird is not to be tethered, and a secure door.

(V) The floor of the facility shall be kept clean.

(ii) Outdoor facility (weathering area) standards.

(I) Weathering areas shall be fenced and covered with netting or roofed to protect the raptors from disturbance or attack.

(II) A weathering area must be provided with a minimum of 32 square feet and each raptor must have an area large enough to fly, if it is untethered, or, if tethered, to fully extend its wings or bate (attempt to fly while tethered) without damaging its feathers or contacting other raptors.

(III) The floor of the facility shall be well drained.

(iii) Raptors may be housed in a personal residence without modifications to windows or other openings in the residence; provided:

(I) a suitable perch is provided for each raptor; and

(II) each raptor is tethered when not being moved into or out of the location in which they are kept.

(C) Only one facility is required if it meets the requirements for both indoor and outdoor facilities.

(3) Alternative or Temporary Facilities. The provisions of this paragraph are intended to allow for the temporary relocation of falconry

Texas Parks and Wildlife Department  
Law Enforcement Division

raptors due to special circumstances or conditions that prevent the provision of adequate housing and/or care by the falconer to whom the raptors are registered. Nothing in this paragraph shall be construed as to allow the de facto permanent possession of any raptor and the department shall determine on a case-by-case basis if the provisions of this paragraph are being used for that purpose.

(A) A permittee may house a raptor in a temporary facility for no more than 120 consecutive calendar days, provided the raptor is provided with a perch and is protected from predators, domestic animals, extreme temperatures, wind, and injurious disturbance.

(B) A person with a valid falconry permit may care for a raptor or raptors held under another person's falconry permit for up to 120 consecutive calendar days, provided the person possesses:

(i) a signed and dated statement authorizing the temporary possession. The statement must specify the time period for which the person will keep each raptor and the activities the person is allowed to engage in with each raptor (to include flying and hunting, provided the permittee in temporary possession is authorized to do so under the terms of their falconry permit);

(ii) a copy of a valid FWS form 3-186A for each bird in temporary possession. A raptor held under the provisions of this subparagraph does not count against the possession limits established under the provisions of §65.267 of this title (relating to Permit Privileges and Restrictions) for the person holding the raptor;

(iii) the department may authorize temporary possession in excess of 120 days when warranted by extenuating circumstances such as illness, military service, natural disasters, or a family emergency. A person seeking an extension under this subparagraph shall submit a written request to the department, accompanied by a signed affidavit stating the nature of the extenuating circumstance; and

(iv) upon the 30th consecutive day that a raptor has been in temporary possession under the provisions of this paragraph, the falconer who placed the raptor in temporary possession shall notify the department. Such notification shall be made within ten days from the date that the 30-day period has elapsed.

(C) A person who is not a permitted falconer may provide care for a permittee's raptor or raptors for no more than 45 consecutive days, provided:

(i) the raptor or raptors remain at the permittee's facility;

Texas Parks and Wildlife Department  
Law Enforcement Division

(ii) the raptor or raptors are not flown for any reason; and  
(iii) the department may authorize temporary possession in excess of 45 days when warranted by extenuating circumstances such as illness, military service, natural disasters, or a family emergency. A person seeking an extension under this subparagraph shall submit a written request to the department, accompanied by a signed affidavit stating the nature of the extenuating circumstance.

(4) Transportation and Possession Away from a Permitted Facility. At all times that a raptor possessed under this subchapter is not in a permitted facility, the permittee responsible for the raptor shall provide:

- (A) a perch designed or intended for use by raptors; and
- (B) protection from extreme temperatures, wind, and injurious disturbance.

**(Effective June 3, 2010)**

**§65.269. Marking, Banding, and Telemetry.**

(a) Markers and bands.

(1) No person may possess an unmarked goshawk, Harris's hawk, peregrine falcon, or gyrfalcon under a permit issued pursuant to this subchapter unless the person has notified the department within ten days of acquisition. Upon notification, the department shall issue a Type 1 leg band, which must be attached to the raptor immediately upon receipt.

(2) A person who takes a goshawk, Harris's hawk, peregrine falcon, or gyrfalcon from the wild or acquires one from a rehabilitator must band the raptor with a Type 1 leg band. Within ten days from the date of take, the person shall report the take of the bird by entering the required information (including the band number) in the electronic database at <http://permits.fws.gov/186A>. Upon request, the department will supply a band in advance of capture.

(3) A person who possesses a raptor bred in captivity must band the bird with a Type 2 leg band. If the band required by this subsection is removed or lost, it must be reported within ten days of removal or loss by contacting the department. The department shall issue a replacement band upon notification. The person shall band the bird with the replacement band immediately upon receipt of the band and immediately upon rebanding shall submit all required information electronically at <http://permits.fws.gov/186A>.

(4) If a band is removed or lost from a raptor that is not captive-bred, the person in whose name the raptor is possessed must report the removal or loss within five days and request a replacement band from the department. The person shall band the bird with the replacement band

Texas Parks and Wildlife Department  
Law Enforcement Division

immediately upon receipt and shall submit the required information electronically immediately upon rebanding at <http://permits.fws.gov/186A>.

(5) The department may exempt a permittee from the banding requirements of this section for a raptor upon submission of documentation proving that banding has caused health or injury problems for the raptor. In such cases, the department will provide the exemption in writing, and the permittee must:

(A) maintain the exemption notice at the permitted facility where the raptor is kept; and

(B) possess the exemption notice on their person when in possession of the raptor away from the permitted facility where the raptor is kept.

(6) A wild-caught raptor may not be banded with a Type 2 band.

(7) It is unlawful for any person to alter, counterfeit, or deface a marker, except that a permit holder may remove the rear tab on markers and smooth an imperfect surface, provided the integrity of the marker and numbering are not affected.

(b) Telemetry. No person authorized to fly a hybrid raptor may free-fly the raptor unless at least two radio transmitters are attached to the raptor.

**(Effective June 3, 2010)**

**§65.270. Notification, Reporting, and Recordkeeping Requirements.**

(a) A general or master falconer acting as a sponsor for an apprentice falconer shall notify the department in writing within ten days of terminating a sponsor-apprentice relationship.

(b) A permittee shall maintain a copy of all notifications required under this section for a period of five years. Notification under this subsection shall be made via the electronic database at <http://permits.fws.gov/186A>. Except as specifically provided by paragraph (6) of this subsection, notification shall be within ten days of any event condition listed in this subsection. A permittee is required to provide notification:

- (1) upon acquisition of a raptor;
- (2) upon take of a raptor from the wild;
- (3) when a raptor is transferred by the permittee to another permittee;
- (4) when a raptor is rebanded;

Texas Parks and Wildlife Department  
Law Enforcement Division

(5) when a raptor in the permittee's possession is stolen (a permittee must report a suspected stolen raptor to the appropriate local police jurisdiction);

(6) at any time that a raptor in the possession of the permittee:  
(A) has been lost in the wild; and  
(B) 30 consecutive days have elapsed and the raptor has not been recovered by the permittee; and

(7) when a raptor in the possession of a permittee dies.

(c) A falconer who captures a bird that belongs to another falconer must report the capture to the department within five days of capture. The department will determine the disposition of the raptor in the event that the owner of the raptor cannot be determined or located.

(d) A person who holds a permit issued under this subchapter shall:  
(1) upon a change of address within Texas, notify the department within 30 days of the change of address; and

(2) within 30 days of relocation outside of Texas, notify both the department and the entity where the permittee has relocated that is legally responsible for the regulation of the possession of raptors for falconry purposes.

(e) A person who holds a permit issued under this subchapter shall notify the department within five business days of moving a facility regulated under this subchapter.

(f) A person who relocates to Texas and holds the valid equivalent of a permit issued under this subchapter issued by another state, territory, or tribe may retain raptors the person lawfully possesses; however, the person shall submit an application for the appropriate Texas permit within 30 days of relocation to this state. The department will not issue a permit until the applicant's facilities have passed an inspection conducted by a department representative or designee. All inspections shall be in the presence of the permittee or the property owner (if the facility is located on property that is not owned by the permittee).

**(Effective June 3, 2010)**

**§65.271. Trapping.**

(a) No person may take more than two raptors from the wild between July 1 of one year and June 30 of the immediately following year.

(b) No person may remove an egg from a raptor nest in the wild.

(c) Only a general or master falconer may take an eyass. No person shall take more than two eyasses within a calendar year. No person may remove an eyass from a nest if it is the only eyass in the nest.

Texas Parks and Wildlife Department  
Law Enforcement Division

(d) If a young raptor that is incapable of independent flight is displaced from the nest or nest area as a result of trapping activities, the falconer responsible for the displacement shall place the raptor back in the nest or in an area near the nest where the raptor is not vulnerable to terrestrial predators.

(e) A permittee may obtain a raptor from the wild with the assistance of another person.

(1) If the permittee captures a raptor from the wild or is present when a raptor is captured from the wild on behalf of the permittee, the permittee shall file the report required by §65.270 of this title (relating to Notification, Reporting, and Recordkeeping Requirements).

(2) If the permittee is not present when a raptor is captured from the wild on behalf of the permittee:

(A) the person who captures the raptor from the wild must:

(i) be a general or master falconer; and

(ii) must file the report required by §65.270 of this title and then transfer the bird to the permittee as provided by §65.272 of this title (relating to Transfer, Sale, and Donation); and

(B) the provisions of subsection (a) of this section apply to the person who trapped the raptor, but not to the person on whose behalf the raptor was trapped.

(3) A general or master falconer may capture a raptor from the wild on behalf of a permittee, provided the person who captures the raptor possesses a physician's statement. The person on whose behalf the bird was trapped is required to file the report required by §65.270 of this title and the requirements of subsection (a) of this section apply to that person.

(f) Trapped birds that are not intended to be or cannot be kept for falconry purposes shall be released to the wild immediately upon discovery, unless the bird is injured in the process of trapping. A raptor injured as a result of trapping activity must be:

(1) transported to a permitted wildlife rehabilitator, veterinarian, or government wildlife agency employee, in which case the person who trapped the bird is liable for all costs that may be imposed for caring for and/or rehabilitating and releasing the raptor; or

(2) reported as a wild-caught raptor and made part of the permittee's legal possession limit under the permittee's falconry permit.

(g) Nonresidents in possession of a valid Nonresident Trapping Permit may take raptors from the wild according to the terms of the permit.

(h) An apprentice falconer may not trap:

Texas Parks and Wildlife Department  
Law Enforcement Division

- (1) an eyass; or
- (2) a raptor older than one year of age.

(i) Raptors may be taken year round. A marked raptor may be retrapped at any time.

(j) In Aransas, Brewster, Brooks, Calhoun, Cameron, Culberson, Duval, Ector, El Paso, Hidalgo, Hudspeth, Jackson, Jeff Davis, Kenedy, Kinney, Kleberg, Matagorda, Maverick, Midland, Nueces, Pecos, Presidio, Reeves, Refugio, San Patricio, Starr, Terrell, Val Verde, Victoria, Webb, Willacy, or Zapata counties:

(1) an apprentice falconer must be accompanied by a master or general falconer during all trapping activities; and

(2) all persons must immediately cease trapping activities, including the retrieval of all traps, upon observing a northern aplomado falcon (*Falco femoralis*) in the vicinity of the trapping effort.

(k) The department may issue permits authorizing the trapping of Arctic peregrine falcons (*Falco peregrinus tundrius*). Permits shall be issued by a fair and impartial method to permitted falconers only.

(l) A master falconer may take a golden eagle (adult or nestling) under the provisions of this subchapter in a livestock depredation area declared by the federal government or the governor. No person shall take an adult golden eagle from a depredation area unless the department has determined that the eagle is preying on livestock and the notification requirements of §65.270 of this title have been met.

(m) No eggs may be taken from raptor nests.

(n) No raptor may be taken when over one year old or in adult plumage.

(o) Any raptor other than an endangered species taken under a federal depredation (including a special purpose depredation) permit may be used for falconry by a general or master falconer. Endangered species taken under a depredation permit shall not be released to the wild without prior written department approval of the release site.

**(Effective June 3, 2010)**

**§65.272. Transfer, Sale, and Donation.**

(a) No person shall purchase, sell, trade for anything of value, barter or offer to purchase, sell, trade for anything of value, or barter a wild raptor.

(b) Except as provided for in §65.271(e)(3) of this title (relating to Trapping), a raptor trapped from the wild shall count against the annual trapping limit of the person who trapped the bird, even if the raptor is transferred to another permittee.

Texas Parks and Wildlife Department  
Law Enforcement Division

(c) No person may transfer more than one wild-caught raptor to an out-of-state resident in any 12-month period.

(d) A falconer may buy raptors from any legal source and may buy, sell, purchase, barter, and offer to buy sell, purchase, or barter captive-bred raptors to another falconer in this state and to persons outside the state who are authorized under federal and state law to purchase raptors. A captive-bred raptor that is bought, sold, or bartered must be banded with a Type 2 band.

(e) A falconer may transfer a raptor to another falconer, provided the possession limits established by this subchapter are not exceeded.

(f) A falconer may transfer a wild-caught raptor to:

(1) the holder of a raptor propagation permit, provided:

(A) the raptor is a sharp-shinned hawk, Cooper's hawk, merlin, or American kestrel and has been used in falconry for a minimum of one year; or

(B) the raptor is any species of raptor other than the species listed in subparagraph (A) of this paragraph and has been used in falconry for a minimum of two years;

(2) a person other than a raptor propagator who is permitted to possess raptors, provided a licensed veterinarian or permitted wildlife rehabilitator has certified that the raptor is no longer capable of being used for falconry. A permittee who transfers a raptor under the provisions of this paragraph shall furnish the certification and a copy of the permittee's federal form 3-186A to the federal permits office responsible for administering the permit type held by the person to whom the raptor is transferred.

(g) A permitted rehabilitator may transfer a raptor to a general or master falconer for use in falconry, provided the transfer is reported under the provisions of §65.270 of this title (relating to Notification, Reporting, and Recordkeeping Requirements). A raptor acquired from a rehabilitator counts against the possession limits established under the provisions of §65.267 of this title (relating to Permit Privileges and Restrictions) for the person holding the raptor.

(h) A surviving spouse, executor, administrator, or other legal representative of a deceased falconry permittee may transfer any bird held by the permittee to another authorized permittee within 90 days of the death of the falconry permittee. After 90 days, disposition of a bird held under the permit is at the discretion of the department.

**(Effective June 3, 2010)**

**§65.273. Release to the Wild.**

Texas Parks and Wildlife Department  
Law Enforcement Division

(a) No person may release a raptor to the wild if:

- (1) the raptor is a hybrid; or
- (2) the raptor is a species or subspecies that is not indigenous to

Texas.

(b) No person may permanently release a captive-bred indigenous raptor to the wild unless authorized to do so by the department in writing. If the department authorizes such release, the permittee shall:

(1) hack the bird to the wild at an appropriate time of year and an appropriate location;

(2) remove any falconry band and/or telemetry devices from the bird; and

(3) report release of the bird as provided in §65.270 of this title (relating to Notification, Reporting, and Recordkeeping Requirements).

(c) An indigenous raptor that was acquired by trapping from the wild may be released to the wild only at a time of year and at a location that is consistent with and facilitates the raptor's ability to survive in the wild. All bands and telemetry must be removed and the permittee is required to provide notification as set forth in §65.270 of this title.

**(Effective June 3, 2010)**

**§65.274. Miscellaneous Provisions.**

(a) Hacking. A hacked raptor counts against the possession limits established by this subchapter.

(b) Imping.

(1) For imping purposes, a falconer may possess the flight feathers of those species of raptors the falconer is authorized to possess and may obtain such feathers from or give such feathers to another falconer, a licensed wildlife rehabilitator, or a licensed raptor propagator; however, no person may buy, sell, or barter raptor feathers. Feathers from any raptor other than a golden eagle may be donated to any person or institution authorized by state or federal law to accept or possess them.

(2) A person who possesses a golden eagle must collect all primary and secondary flight feathers and retrices (tail feathers) that are molted or otherwise shed. Feathers that are not retained for imping purposes must be mailed to the National Eagle Repository, Rocky Mountain Arsenal, Building 128, Commerce City, Colorado 80022.

(3) If a permit issued under this subchapter is revoked by the department or expires without renewal, the person whose permit is revoked or expired must destroy all feathers in possession or donate them to a person

Texas Parks and Wildlife Department  
Law Enforcement Division

or institution authorized to obtain and possess them. Golden eagle feathers may not be destroyed and must be mailed to the National Eagle Repository.

(4) Feathers that are molted and feathers from raptors that die in captivity may be retained and exchanged by permit holders only for imping purposes.

(c) Raptor rehabilitation. A falconer may assist a permitted migratory bird rehabilitator in conditioning raptors for release to the wild and may keep such a raptor in a falconry facility. Such birds do not count against the falconer's possession limit under §65.267 of this title (relating to Permit Privileges and Restrictions); however, the facility standards set forth in §65.268 of this title (relating to Equipment and Facility Standards; Related Provisions) apply to rehabilitation birds temporarily housed in a falconry facility, provided the falconer:

(1) is listed as a subpermittee on the rehabilitator's permit; and

(2) possesses a letter or form, signed by the rehabilitator, certifying that the raptor is being temporarily possessed for rehabilitation purposes. The form shall include the rehabilitator's name, physical address, telephone number, and permit number.

(3) Within 180 days, a raptor possessed by a permittee under the provisions of this subsection shall be:

(A) released to the wild;

(B) transferred to the permittee as a raptor under the permittee's falconry permit; or

(C) returned to the rehabilitator from whom the raptor was obtained, unless the permittee has been specifically authorized in writing by the department to retain the raptor for longer than 180 days.

(4) A raptor that cannot be permanently released to the wild shall be returned to the rehabilitator from whom the raptor was obtained.

(d) Disposition of raptor mortalities. If a raptor possessed under a permit issued under this subchapter dies, the raptor shall be disposed of as provided in this subsection. A raptor may be necropsied to determine the cause of death, but must be buried or destroyed within ten days of necropsy, except as provided by paragraph (2) of this subsection.

(1) The body and/or feathers of a dead raptor may be donated to any person or institution authorized to obtain or possess the raptor or its feathers.

(2) The body and/or feathers of a dead raptor may be preserved, mounted and retained by the permittee, and may be used in educational programs. If the bird was banded, the band must remain on the raptor.

Texas Parks and Wildlife Department  
Law Enforcement Division

(3) If the body or feathers of a dead raptor are not donated as provided by §65.272 of this title (relating to Transfer, Sale, and Donation) the flight feathers or taxidermic body mount of the raptor may be possessed for as long as a valid falconry permit is maintained by the falconer who possessed the raptor; however, the falconer must maintain the paperwork documenting the acquisition of the bird.

(4) The body of a golden eagle (including all feathers not retained for imping purposes, talons, and other parts) that dies while possessed under a falconry permit shall be sent to the National Eagle Repository.

**(Effective June 3, 2010)**

**§65.275. Exceptions.** The provisions of Subchapter I of this chapter (relating to Depredation Permits) do not apply to raptors possessed or used under a federal abatement permit.

**(Effective June 3, 2010)**

**§65.276. Open Seasons and Bag Limits; Hunting.**

(a) There shall be an open season during which game animals and game birds except for migratory birds may be taken by means of falconry.

(1) Open season: September 1-August 31.

(2) Daily bag and possession limits:

(A) game animals: as specified for individual counties in Subchapter A of this chapter (relating to Statewide Hunting and Fishing Proclamation);

(B) game birds other than migratory birds: one per day, either sex, per raptor, and the possession limit is two, either sex, per raptor; and

(C) migratory game birds: as provided by Subchapter N of this chapter (relating to Migratory Game Bird Proclamation).

(b) A falconer who flies a raptor that subsequently and without the intent of the falconer kills an animal or bird outside of the open season for the animal or bird, or an animal or bird that cannot be possessed without violating a possession limit, may allow the raptor to feed upon the dead animal or bird, but may not take possession of the animal or bird.

(c) The take of any animal or bird that is listed by the federal government as threatened or endangered must be reported to the U.S. Fish and Wildlife Service Ecological Services Field Office for the location in which the take occurred.

**(Effective June 3, 2010)**

Texas Parks and Wildlife Department  
Law Enforcement Division

**§65.277. Violations and Penalties.** A violation of this subchapter, 50 CFR §29.21, or a provision of a permit issued under this subchapter is an offense punishable by the penalties prescribed by Parks and Wildlife Code, §49.017.

**(Effective June 3, 2010)**

This agency hereby certifies that the adoption has been reviewed by legal counsel and found to be a valid exercise of the agency's authority.

Issued in Austin, Texas, on May 21, 2010.



TEXAS PARKS AND WILDLIFE DEPARTMENT  
4200 SMITH SCHOOL RD.  
AUSTIN, TX 78744

## TEXAS APPRENTICE FALCONRY PERMIT

**PERMITTEE:**

Michael Tigh  
3109 Zinnia Court  
Plano, TX 75075

**PERMIT**

**NUMBER:** FLA-0909-344  
**EFFECTIVE:** 9/11/2009  
**EXPIRES:** 6/30/2012

This permit will authorize the above-named individual to practice the sport of falconry in the state of Texas as an Apprentice Falconer.

1. The general conditions set out in §49.001-49.017, Parks and Wildlife Code, and Parks and Wildlife Commission Rules 31 TAC §65.261-65.277 apply to this permit. To the extent that a provision of the state regulations conflicts with any provision of 50 CFR Part 21 governing the possession and use of raptors, the federal regulations shall prevail.
2. The department has the authority to re-inspect facilities and equipment at any time and to remove captive raptors when judged to be in the best interest of the bird.
3. A falconer may buy raptors from any legal source and may buy, sell, purchase, barter, and offer to buy, sell, purchase, or barter captive-bred raptors to another falconer in this state and to persons outside the state who are authorized under federal and state law to purchase raptors. A captive-bred raptor that is bought, sold, or bartered must be banded with a Type 2 band.
4. The permittee may use a motor vehicle to assist in trapping a wild or escaped bird, but must obey all traffic laws.
5. The permittee should give a courtesy call to the Parks and Wildlife Department Law Enforcement Office(s) in the region(s) of his/her trapping activities by telephone not less than 24 hours in advance prior to trapping a raptor. If the regional office(s) or telephone number(s) is unknown, the number(s) may be obtained at any time by calling the Parks and Wildlife Communication Center: (512) 389-4848.
6. A falconry permit does not authorize entry upon public or private lands or waters of this state for either trapping or hunting purposes.
7. The permittee will carry this permit and display it on request to any officer of the department or special agent of the service when conducting any activity authorized herein.
8. When applicable, raptors held under this permit will be marked as required by federal and/or state law.
9. The permittee is authorized to practice the sport of falconry subject to all laws governing the taking of wildlife. A hunting license is required, along with any applicable stamps, in addition to this permit.
10. The permittee is authorized to possess the species and number of raptors defined in TAC §65.267 Permit Privileges and Restrictions, provided the conditions under §65.268 Equipment and Facility Standards are met.



*Megan Russell*

Megan Russell  
Wildlife Permitting Specialist

## CHAPTER 49. FALCONRY PERMIT

### Sec. 49.001. DEFINITIONS.

In this chapter:

- (1) "Resident" means an individual who has resided continuously in this state for more than six months immediately before applying for a falconry permit.
- (2) "Nonresident" means an individual who is not a resident.
- (3) "Falconry" means the practice of trapping, possessing, training, or flying a raptor for hunting purposes and includes the act of hunting by the use of a trained raptor.

Acts 1975, 64th Leg., p. 1405, ch. 545, Sec. 1, eff. Sept. 1, 1975. Amended by Acts 1991, 72nd Leg., ch. 301, Sec. 4, eff. Sept. 1, 1991; Acts 1997, 75th Leg., ch. 1256, Sec. 65, eff. Sept. 1, 1997.

### Sec. 49.002. PROHIBITED ACTS.

(a) Except as provided in Subsection (b), no person may take, capture, or possess, or attempt to take or capture, any native raptors unless the person has obtained a permit issued by the department.

(b) A nonresident may temporarily possess in this state or transport through this state any raptor if the person is authorized by state and federal permits to possess the raptor in the person's state of residence or has been issued a permit under Chapter 43.

Acts 1975, 64th Leg., p. 1405, ch. 545, Sec. 1, eff. Sept. 1, 1975. Amended by Acts 1997, 75th Leg., ch. 1256, Sec. 66, eff. Sept. 1, 1997.

### Sec. 49.003. RECIPROCITY.

A person in possession of a raptor under a license issued by another state who intends to establish residency in this state must apply to the department for a falconry permit not later than the 10th day after the date the person first moves a raptor into this state. A signed and notarized affidavit stating the person's intent to establish residency in this state must accompany the application.

Acts 1975, 64th Leg., p. 1405, ch. 545, Sec. 1, eff. Sept. 1, 1975. Amended by Acts 1977, 65th Leg., p. 116, ch. 57, Sec. 1, eff. Sept. 1, 1977; Acts 1983, 68th Leg., p. 1335, ch. 277, Sec. 36, eff. Sept. 1, 1983; Acts 1985, 69th Leg., ch. 267, art. 2, Sec. 51, eff. Sept. 1, 1985; Acts 1997, 75th Leg., ch. 1256, Sec. 67, eff. Sept. 1, 1997.

### Sec. 49.010. HUNTING.

(a) A resident possessing a falconry permit and a hunting license may hunt by means of falconry.

(b) A nonresident may hunt by means of falconry if the nonresident possesses on the nonresident's person:

- (1) a federal falconry permit;
- (2) a falconry permit issued in the person's state of residence; and
- (3) a nonresident hunting license and any applicable stamps.

(c) A person may hunt a bird or animal by means of falconry only during an open season provided for that bird or animal.

Acts 1975, 64th Leg., p. 1405, ch. 545, Sec. 1, eff. Sept. 1, 1975. Amended by Acts 1997, 75th Leg., ch. 1256, Sec. 68, eff. Sept. 1, 1997.

**Sec. 49.011. TRANSFER OR SALE OF RAPTORS.**

(a) Except as permitted in Subsections (b) and (c), no person may buy, sell, barter, or exchange, or offer to buy, sell, barter, or exchange, a raptor in this state.

(b) The holder of a falconer's permit may transfer a raptor to another holder of a falconer's permit or receive a raptor from another holder of a falconer's permit.

(c) A holder of a falconer's permit who qualifies as prescribed by commission rule may purchase raptors from any legal source and may sell captive-bred raptors to any person permitted to purchase captive-bred raptors.

Acts 1975, 64th Leg., p. 1405, ch. 545, Sec. 1, eff. Sept. 1, 1975. Amended by Acts 1977, 65th Leg., p. 117, ch. 57, Sec. 8, eff. Sept. 1, 1977; Acts 1991, 72nd Leg., ch. 704, Sec. 27, eff. Sept. 1, 1991; Acts 1997, 75th Leg., ch. 1256, Sec. 69, eff. Sept. 1, 1997.

**Sec. 49.012. PROPERTY OF STATE.**

All raptors captured, taken, or held in this state remain the property of the people of the state except as provided in this chapter.

Acts 1975, 64th Leg., p. 1405, ch. 545, Sec. 1, eff. Sept. 1, 1975.

**Sec. 49.014. POWERS OF DEPARTMENT.**

The department may:

- (1) prescribe rules for the taking, capture, possession, propagation, transportation, export, import, and sale of raptors, time and area from which raptors may be taken or captured, and species that may be taken or captured;
- (2) provide standards for possessing and housing raptors held under a permit;
- (3) prescribe annual reporting requirements and procedures;
- (4) prescribe eligibility requirements and fees for and issue any falconry, raptor propagation, or nonresident trapping permit; and
- (5) require and regulate the identification of raptors held by permit holders.

Acts 1975, 64th Leg., p. 1405, ch. 545, Sec. 1, eff. Sept. 1, 1975. Amended by Acts 1977, 65th Leg., p. 117, ch. 57, Sec. 9, eff. Sept. 1, 1977; Acts 1997, 75th Leg., ch. 1256, Sec. 70, eff. Sept. 1, 1997.

**Sec. 49.015. RARE OR ENDANGERED SPECIES.**

The department shall insure that the taking and possessing for falconry purposes of raptors classified as rare or endangered by this state, the regulations of the department, or the United States Bureau of Sports, Fisheries, and Wildlife are restricted to competent and experienced individuals and to numbers consistent with good management practices and the current population status of the individual species or subspecies involved.

Acts 1975, 64th Leg., p. 1405, ch. 545, Sec. 1, eff. Sept. 1, 1975. Amended by Acts 1977, 65th Leg., p. 117, ch. 57, Sec. 10, eff. Sept. 1, 1977.

**Sec. 49.017. PENALTIES.**

A person who violates a provision of this chapter commits an offense that is a Class C Parks and Wildlife Code misdemeanor.

Acts 1975, 64th Leg., p. 1405, ch. 545, Sec. 1, eff. Sept. 1, 1975. Amended by Acts 1985, 69th Leg., ch. 267, art. 3, Sec. 37, eff. Sept. 1, 1985.

**Issue**

Consider and/or act upon a petition for referendum filed involving Ordinance 11-05-881 amending the comprehensive zoning ordinance and map, CHAPTER 86 of the City of Murphy Code of Ordinances by amending an existing Planned Development District for Retail Uses on a 24.032 acre tract of land located on the northwest quadrant of FM 544 and North Murphy Road (Wal-Mart).

**Background**

A "Petition for Referendum" with the following statement was filed in the City Secretary's office on June 21, 2011.

"To the Murphy City Council of the City of Murphy,

I, the undersigned qualified voter of the City of Murphy, Texas, hereby request that amendment to the PD (Planned Development) District No. 10-05-841 for Retail Uses, which revises the approved concept plan with conditions on property located at the northwest quadrant of FM 544 and North Murphy Road (Zoning File 2011-02), as approved by the Murphy City Council on May 24<sup>th</sup>, 2011, be submitted to an election of the qualified voters of the City of Murphy, Texas for approval or disapproval pursuant to Section 6.14 of the Charter of the City of Murphy. "

The petition was submitted with 485 signatures; of which 395 have been confirmed and legally sufficient pursuant to the Murphy City Charter and Texas Election Code Chapter 277. Thirty-six signatures were discounted for no date of signing; fifty-one were discounted for voter registration; and three were discounted for duplicate signatures.

A copy of the petition and the petition verification spreadsheet is available in the City Secretary's office. Certification of the petition was provided to Mr. Jerry Davidson, who submitted the petition, on June 28, 2011.

Aimee Nemer, City Secretary  
**Submitted By**

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

**Issue**

Consider and/ or act upon authorizing the City Manager to approve change orders 1-12 for the Murphy Community Center.

**Background**

The Community Center renovation is a Bond Program approved by the voters in November 2008. In January 2010, Murphy was awarded a \$750,000 indoor recreation grant from Texas Parks and Wildlife Department for the Community Center. WHR Architects were hired in April 2010 to prepare concept plans for the community center project. On July 6, 2010, WHR Architects was hired to prepare construction documents, and the construction contract bid was awarded in January 2011 to Modern Contractors.

The Community Center Committee of Scott Bradley, Dennis Richmond, Richard Arvizu (citizen), Julia Baldwin (Park Board), Cary Walker (MCDC – was not present) and staff met on June 28 to review the construction progress, to consider the contract change orders, and review the finished and furniture plans. The suggestions for these change orders under consideration have come from the staff, contractor, architect, and city council.

**Financial Considerations**

Most of these change orders will add to the cost of the project. Funds are available with the budgeted contingency fund and 4B funds, if needed.

<b>FUNDING SOURCES</b>		
20	2008 Bond Funding	2,500,000.00
21	Add TPWD Grant - approved Jan 2010	750,000.00
22	Add 4B Funding - approved 2009	25,000.00
23	Add Energy Grant - approved June 2010	57,576.00
<b>24</b>	<b>Total Funding Available</b>	<b>3,332,576.00</b>
<b>Estimated Grand Total Expense (Line 15)</b>		<b>\$3,053,432.00</b>
<b>25</b>	<b>Total Available To Date For FF&amp;E / Alternatives</b>	<b>\$279,144.00</b>
<b>*Alternate Priorities per Park Board recommendation</b>		
1	* FF&E - budget	\$230,000
2	* AV Equipment - budget	\$61,500
<b>26</b>	<b>Sub-Total Alternatives Recommended</b>	<b>\$291,500</b>
3	Bore TXDOT - for fiber connection - PISD Funding	
4	3 Computers & Rec Software (purchased 1-2011)	\$27,527
5	Wall Board interior walls and expose brick north lobby wall	15,000
6	Stain wood trim vs painted doors / transoms	
7	salvage brick off back to garage to match front	3,000
8	Cast Stone under windows	7,000
9	expose brick in gym vs painted brick	
10	add double front door vs single door	3,000

11	open lobby concept vs closed room	
12	replace animal shelter gas line vs electric heaters	2,200
13	new gym floor	15,000
14	Electric Goals	3,000
<b>27</b>	<b>Total Alternatives to date</b>	<b>\$367,227</b>
15	4B Funds, if needed FY 2011	400,000
16	Current Available for Alternatives	279,144
<b>28</b>	<b>Total Available Contingency</b>	<b>\$679,144</b>

**Staff Recommendation**

City Council direction is requested. The Committee and staff recommend the following change orders:

- 1) Replace gym floor with all new maple \$15,000 (salvage gym floor for dance room)
- 2) Expose Brick in gym behind bleachers in the 3 small bays, price quote needed
- 3) Expose Brick on north lobby wall, drywall furring all other interior walls \$15,000
- 4) Install electric hot water heater for animal shelter vs gas line \$2,200
- 5) Paint all interior and exterior doors vs stain
- 6) Purchase historical interior hall doors for rooms with windows, price quote needed
- 7) Reclaim brick from the back of building for the front wall \$3,000
- 8) Install cast stone below back windows where brick was removed \$7,000
- 9) Add a double front door vs single door \$3,000
- 10) Upgrade basketball goals with electric adjusters, wench and bolted padding \$3,000
- 11) Remove oven and add second refrigerator in kitchen area
- 12) Lobby area – change to open concept, price quote needed

**Attachments**

N/A

*Kim Lenoir, Development Manager*  
**Submitted By**

\_\_\_\_\_  
**Approved by**

**Issue**

Discussion regarding the design and phase 1 construction plans for Murphy Central Park project.

**Background**

In April, City Council requested that Dunkin Sims Stoffels, Inc. (DSS), the park planners hired by the City, prepare some optional designs for the City Council to consider for the Murphy Central Park amphitheater. DSS met with the Park and Recreation Board June 13 to discuss design direction and budget. The revised plan presented is recommended by the Park and Recreation Board.

The City of Murphy received a \$500,000 Texas Parks and Wildlife Department (TPWD) outdoor grant in January 2010, for the Murphy Central Park and Maxwell Creek Trail Expansion Project. The project includes a trail link from the Municipal Complex to the existing footbridge at *The Preserve*, and a new footbridge from Maxwell Creek North to Willow Wood Ranch Estates and a trail link southward to Murphy Marketplace. The project also included multi-use athletic fields, a nature trail, a spray water feature, and an amphitheater/pavilion. Dunkin Sims Stoffels was hired by the Murphy Community Development Corporation-4B (MCDC) in Fall of 2009, and they worked with the Council, Park and Recreation Board, and the MCDC to prepare schematic master planning options.

**Financial Considerations**

In April, City Council authorized a budget of \$1.1 million for phase I of the Murphy Central Park from 2008 Bond Funds. Additional funds are available from the TPWD grant of \$500,000, 4B authorized \$25,000, and the Safe Routes to School sidewalks grant includes \$250,000. In October 2011, a Collin County Park Grant of \$500,000 is projected.

**Staff Recommendation**

Council direction requested. Staff recommends the budget and design presented.

**Attachments**

- 1) Design
- 2) Budget

*Kim Lenoir, Development Manager*  
**Submitted By**

---

**City Manager Approval**



**Preliminary Cost Estimate  
MURPHY CENTRAL PARK - PHASE I  
City of Murphy, Texas  
June 13, 2011**

MASTER PLAN	FUNDING SOURCE	QUANTITY	COST
<b>TRAILS</b>			
10' WIDE TRAIL TO N. MAXWELL CREEK	⚙️		\$ 125,000.00
8' WIDE TRAIL TO MURPHY BUSINESS DISTRICT	⚙️		\$ 40,000.00
10' WIDE TRAIL WEST - SCHOOL TO FIRE STATION (SRTS)	🚶		\$ 72,000.00
10' WIDE TRAIL EAST - PLAZA TO NEIGHBORHOOD (SRTS)	🚶		\$ 50,500.00
20' WIDE TRAIL THROUGH PLAZA (SRTS)	🚶		\$ 85,500.00
10' WIDE TRAIL CONNECTION TO NATURE TRAIL	⚙️		\$ 15,000.00
NATURE TRAIL (ENVIRONMENTAL EDUCATION AREA)	⚙️		\$ 12,000.00
70' BRIDGE SOUTHERN	⚙️		\$ 120,000.00
50' BRIDGE TO SCHOOL (SRTS)	🚶		\$ 50,000.00
ENVIRONMENTAL KIOSK	⚙️		\$ 4,000.00
CULTURAL KIOSK	⚙️		\$ 8,000.00
<b>PARKING</b>			
PARKING - EAST WITH 10' WALK - 78 SPACES (CCGF)	⚙️		\$ 144,000.00
LACROSSE/ SOCCER FIELDS (UN-LIGHTED) WITH GRADING	⚙️		\$ 75,000.00
<b>PLAZA</b>			
CONCRETE FLATWORK			\$ 112,225.00
RETAINING WALL WITH STONE (2" TALL AVERAGE)			\$ 83,400.00
GUARDRAILS AND HANDRAILS			\$ 9,000.00
SPRAYGROUND	⚙️		\$ 235,000.00
DECOMPOSED GRANITE PICNIC AREA			\$ 7,100.00
PLAYGROUND EQUIPMENT & SURFACE MATERIAL (AGES 5-12)	⚙️		\$ 55,000.00
LANDSCAPE AREAS	⚙️		\$ 12,000.00
PAVILION (CCGF)	⚙️ \$		\$ 45,000.00
BENCHES (7)	⚙️		\$ 7,000.00
PICNIC TABLES (8)	⚙️		\$ 12,000.00
RESTROOM/CONCESSION (CCGF)	⚙️		\$ 300,000.00
<b>AMPHITHEATER STAGE</b>			
COLOR TEXTURE PATTERN SLAB, LANDSCAPE, BASE ELECTRIC	⚙️		\$ 61,000.00
SITE PREPARATION			\$ 8,000.00
EROSION CONTROL			\$ 20,000.00
SITE GRADING			\$ 100,000.00
ELECTRIC (UNDERGROUND)			\$ 100,000.00
ENTRY SIGNS/ GATEWAYS			\$ 30,000.00
TEXAS PARKS & WILDLIFE ACKNOWLEDGEMENT SIGN	⚙️		\$ 1,000.00
<b>IRRIGATION</b>			
EAST (2 FIELDS)	⚙️	7 ACRES	\$ 122,500.00
PLAZA AREA		1 ACRE	\$ 17,500.00
BETWEEN PARKING AND ROAD		1.5 ACRES	\$ 26,250.00
<b>HYDROMULCH</b>			
EAST (2 FIELDS)	⚙️	7 ACRES	\$ 30,520.00
PLAZA AREA		1 ACRE	\$ 4,360.00
EAST BERM AND WALK		2 ACRES	\$ 8,720.00
BETWEEN PARKING AND ROAD		1.5 ACRES	\$ 6,540.00
<b>TOTAL:</b>			<b>\$ 2,215,115.00</b>
<b>CONSTRUCTION CONTINGENCY (5%)</b>			<b>\$ 110,755.75</b>
<b>GRAND TOTAL:</b>			<b>\$ 2,325,870.75</b>
<b>CITY OF MURPHY FUNDING SOURCES</b>			
TEXAS PARKS & WILDLIFE FUNDS:	⚙️		\$ 500,000.00
SAFE ROUTE TO SCHOOL FUNDS:	🚶		\$ 258,000.00
COLLIN COUNTY GRANT FUNDS:	⚙️		\$ 500,000.00
CITY OF MURPHY FUNDS:			\$ 1,067,870.75
<b>PROJECT GRAND TOTAL:</b>			<b>\$ 2,325,870.75</b>
COST ESTIMATES DO NOT INCLUDE: WATER, SEWER, STORM SEWER OR ELECTRICITY.			

<b>ADD ALTERNATES - PARK ELEMENTS</b>			
<b>SOLID SOD IN LIEU OF HYDROMULCH</b>			
WEST (1 FIELD)		3.3 ACRES	25,625.00
EAST (2 FIELDS)		7 ACRES	55,313.00
PLAZA AREA		1 ACRE	7,740.00
EAST BERM AND WALK		2 ACRES	15,480.00
BETWEEN PARKING AND ROAD		1.5 ACRES	11,610.00
IRRIGATION WEST (1 FIELD) AND HYDROMULCH		3.3 ACRES	72,125.00
IRRIGATION EAST BERM & WALK		2 ACRES	35,000.00
PARKING - ENTRY DRIVE FROM MURPHY ROAD			31,000.00
PARKING - WEST - WITH 10' WALK - 60 SPACES			110,000.00
BLEACHER CONCRETE			25,000.00
BLEACHER SHADE STRUCTURES			37,500.00
TREE PLANTING (62 SHADE / 23 ORNAMENTAL)			40,000.00
<b>PARK ELEMENTS ADD ALTERNATES TOTAL:</b>			<b>466,393.00</b>
<b>ADD ALTERNATES - AMPHITHEATER</b>			
STONE COLUMNS			\$ 40,000.00
STEEL ARCH			\$ 80,000.00
STONE SEATING			\$ 75,000.00
SLOPE SEATING			\$ 160,000.00
ACCENT LIGHTING (ELECTRICAL)			\$ 20,000.00
<b>AMPHITHEATER ADD ALTERNATES TOTAL:</b>			<b>\$ 375,000.00</b>



# MURPHY CENTRAL PARK

## MASTER PLAN

CITY OF MURPHY

JUNE 13, 2011



DUNKIN  
SIMS  
STOFFELS  
INC.

# MASTER PLAN REVISIONS



CITY OF  
**MURPHY**  
 LIFE LIVED AT YOUR PACE



**DUNKIN  
 SIMS  
 STOFFELS  
 INC.**

# MASTER PLAN REVISIONS- PHASE 1

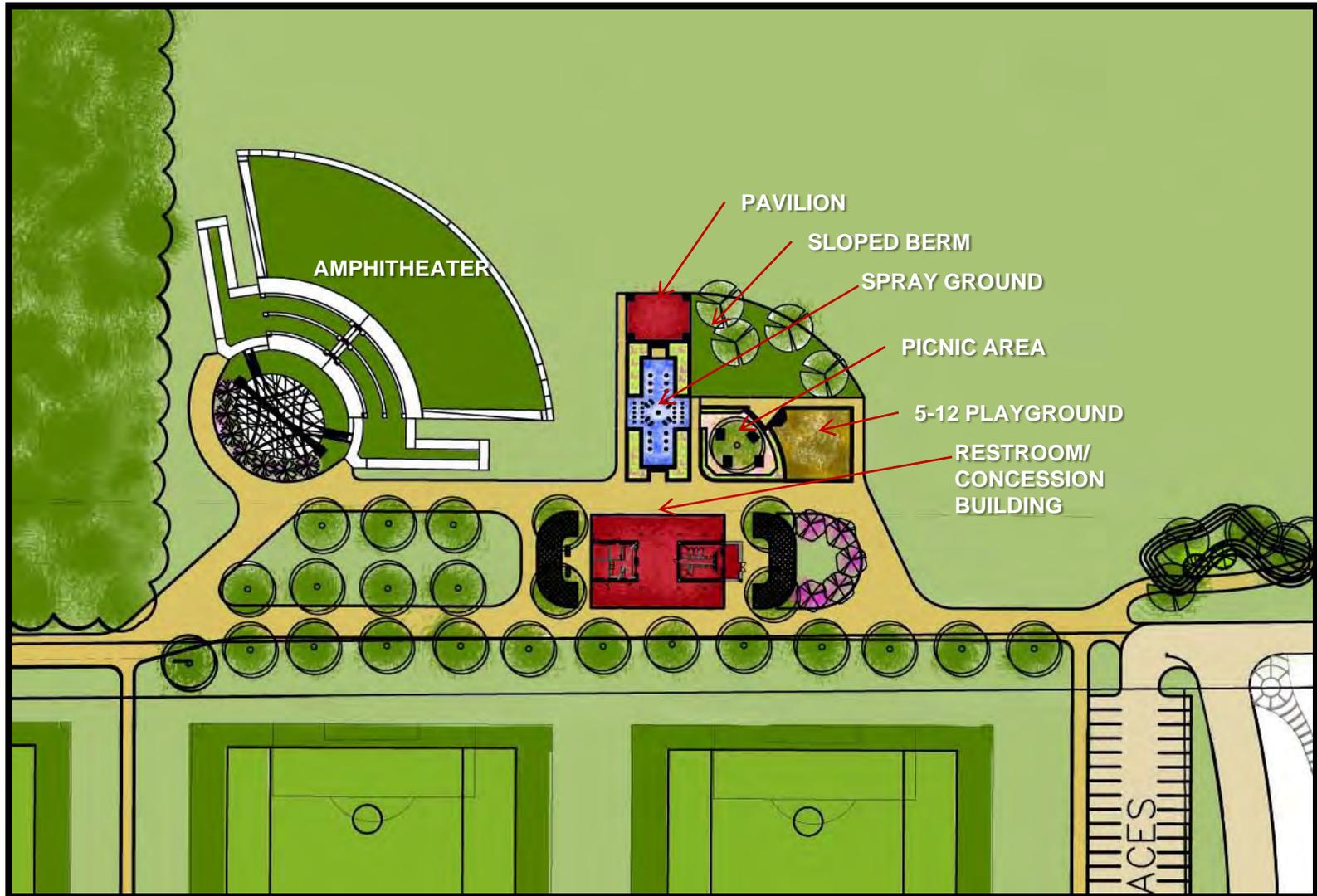


CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE



**DUNKIN  
SIMS  
STOFFELS  
INC.**

# MASTER PLAN REVISIONS



# PLAZA DEVELOPMENT



CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE



**DUNKIN  
SIMS  
STOFFELS  
INC.**

# PLAZA DEVELOPMENT



# PLAZA DEVELOPMENT

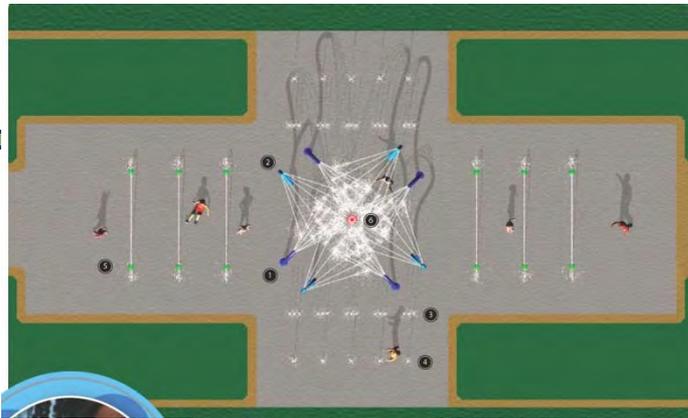


CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE



**DUNKIN  
SIMS  
STOFFELS  
INC.**

# SPRAY GROUND

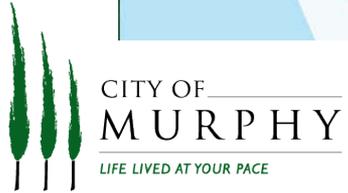


**Murphy Community Park**

1824 SQ FT

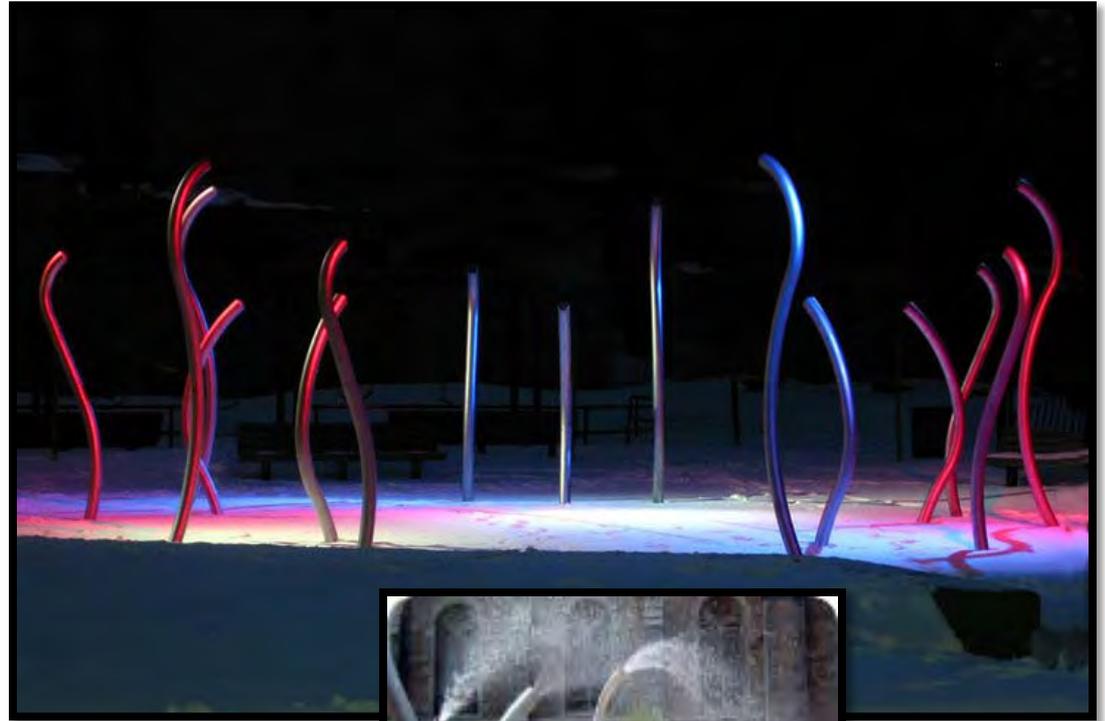


Manufactured by WATER OLYSSEY  
© 2012 Water Olysses, Inc.  
www.waterolysses.com  
(512) 392-1155



**DUNKIN  
SIMS  
STOFFELS  
INC.**

# SPRAY GROUND



# PLAZA DEVELOPMENT



CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE



**DUNKIN  
SIMS  
STOFFELS  
INC.**

# PLAZA DEVELOPMENT



# PLAZA DEVELOPMENT



# PLAYGROUND



CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE

**DUNKIN  
SIMS  
STOFFELS  
INC.**

# AMPHITHEATER CONCEPTS



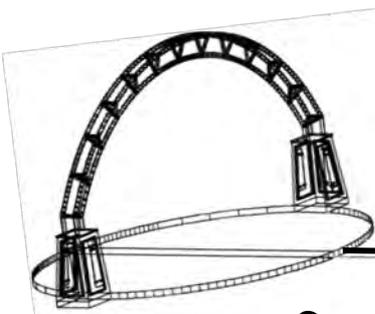
CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE

**DUNKIN  
SIMS  
STOFFELS  
INC.**

# AMPHITHEATER



❖ **Seating Capacity**  
**Approx.-**  
**1500-1800 people**



❖ **Section of Amphitheater with Berm**

# AMPHITHEATER COST

❖ **Base Bid- \$61,000.00**



CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE



**DUNKIN  
SIMS  
STOFFELS  
INC.**

# AMPHITHEATER COST

❖ Add Columns- \$40,000



CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE



**DUNKIN  
SIMS  
STOFFELS  
INC.**

# AMPHITHEATER COST

- ❖ Add Stone Seating- \$75,0000
- ❖ Add Slope & Ramps- \$165,000



CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE



**DUNKIN  
SIMS  
STOFFELS  
INC.**

# AMPHITHEATER COST

- ❖ Base Bid-
  - ❖ Columns
  - ❖ Stone Seating
  - ❖ Slope & Ramps
  - ❖ Accent Lighting
- \$361,000.00**



# AMPHITHEATER COST

❖ Add Arch- \$80,000



CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE



**DUNKIN  
SIMS  
STOFFELS  
INC.**

# MASTER PLAN REVISIONS- PHASE 1



CITY OF  
**MURPHY**  
LIFE LIVED AT YOUR PACE



**DUNKIN  
SIMS  
STOFFELS  
INC.**



# MURPHY CENTRAL PARK

## MASTER PLAN

CITY OF MURPHY

JUNE 13, 2011



DUNKIN  
SIMS  
STOFFELS  
INC.