

**MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
TUESDAY, JULY 17, 2012 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 07/17/2012 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1 CALL TO ORDER

2 INVOCATION & PLEDGE OF ALLEGIANCE

3 ROLL CALL & CERTIFICATION OF A QUORUM

4 PUBLIC COMMENTS

5 PRESENTATIONS

- June Financial Reports

6 CONSENT ITEMS

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.

- 6.1** Approval of the Minutes from the June 19 and July 3, 2012, Regular City Council Meetings and the July 10, 2012, Special City Council Meeting.

7 RESOLUTION APPROVAL

- 7.1** Consider and/or act on a proposed resolution authorizing the City Manager to execute a contract with Blue Cross Blue Shield for group medical insurance with an effective date of September 1, 2012.

- 7.2** Consider and/or act upon approval of a resolution authorizing the city manager to sign an Inter Local Agreement (ILA) with the City of Mesquite for cooperative purchasing of various goods and services.

8 PUBLIC HEARINGS

- 8.1** Hold a public hearing and take no action on the application of ALLEN AND LOUCKS VENTURE, L.P. requesting approval of an SUP (Specific Use Permit) to allow a Drive-through window for a Del Taco on property zoned PD (Planned Development) District No. 09-02-784 for Retail Uses on property located at 102 N. Murphy Road, NE corner of FM 544. (ZF 2012-02)

- 8.2** Hold a public hearing and consider and/or act upon approval of an ordinance authorizing a SUP (Specific Use Permit) for a Hospital Facility and approval of a Concept Plan on the property zoned NS (Neighborhood Service) District and located at the northeast corner of FM 544 and Heritage Parkway.

9 OTHER ITEMS

- 9.1 Consider and/or act on the application of CVS PHARMACY requesting approval of a construction plat on property zoned PD (Planned Development) District No. 12-06-915 for Retail Uses located at SWC FM 544 and McCreary Road.
- 9.2 Consider and/or act on the application of CVS PHARMACY requesting approval of a site plan on property zoned PD (Planned Development) District No. 12-06-915 for Retail Uses located at SWC FM 544 and McCreary Road.

10 CITY MANAGERS REPORT

- July 19 – Special Meeting – FY 2013 Budget
- July 23 – July 27 – Early Voting Primary Runoff
- July 31 – Primary Runoff
- North Murphy Road Update

11 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:

- 11.1 § 551.074. PERSONNEL MATTERS; CLOSED MEETING.
(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Secretary.
- 11.2 § 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- 11.3 § 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

12 RECONVENE INTO REGULAR SESSION

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

- 12.1 § 551.074. PERSONNEL MATTERS; CLOSED MEETING.
(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Secretary.

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13 TAKE ANY ACTION AS A RESULT OF THE EXECUTIVE SESSION

14 ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on July 13, 2012 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Aimee Nemer, TRMC, MMC
City Secretary

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



CITY OF _____
MURPHY

LIFE LIVED AT YOUR PACE

Financial Information

FY 2012

June, 2012

Investment Report

Accounts	<u>01/31/2012</u>	<u>02/29/2012</u>	<u>03/31/2012</u>	<u>04/30/2012</u>	<u>05/31/2012</u>	<u>06/30/2012</u>
Checking	287,647.24	379,934.52	400,012.29	127,009.76	88,424.36	385,454.85
Impact Fees	336,624.94	310,865.59	304,334.23	304,994.58	312,585.88	387,027.40
Park Escrow	207,499.85	207,521.17	207,548.73	207,573.36	207,601.39	207,625.44
General Obligation	4,148,598.59	1,372,258.21	1,423,806.73	1,442,241.10	1,316,294.83	1,321,775.88
Series 2009 GO	7,966,666.84	7,415,307.51	7,312,570.66	6,641,739.15	6,770,330.48	6,473,337.97
Series 2009 CO	4,014,281.87	3,759,645.19	3,748,994.00	3,126,754.78	2,964,995.02	2,643,665.44
General Fund	5,377,815.34	5,377,367.99	5,458,710.76	5,629,208.81	4,772,817.42	4,288,101.63
Water Fund	2,573,441.37	2,266,114.60	2,168,010.40	2,110,158.07	2,313,448.73	2,390,850.99
4A Econ Dev	886,947.97	762,909.86	763,011.24	861,754.53	861,870.93	927,727.50
4B Community Dev	769,763.29	708,903.02	678,851.05	701,594.87	689,904.12	768,014.33
Cap Improvement	204,511.93	204,532.94	204,560.12	204,584.39	204,612.02	204,641.62
Sidewalk Escrow	23,096.49	23,098.86	23,086.93	23,074.67	23,062.79	23,051.12
2010 Tax Notes	35,156.81	35,158.21	35,159.70	35,161.15	35,162.64	35,164.08
Bank Balances	<u>26,832,052.53</u>	<u>22,823,617.67</u>	<u>22,728,656.84</u>	<u>21,415,849.22</u>	<u>20,561,383.61</u>	<u>20,056,438.25</u>
Interest-Monthly	2,522	2,569	3,022	2,588	2,166	2,207
Interest Rate	0.12%	0.13%	0.16%	0.14%	0.16%	0.18%

Investment Report

(continue)

- Interest rate increased from 0.16% in May to 0.18% in June.

Sales Tax – 2%

General Fund/4-A/4-B

	FY 2012	FY 2011	FY 2010	FY 2009
October	143,459	132,959	112,677	108,228
November	176,758	146,856	153,909	154,328
December	140,866	132,482	123,366	113,748
January	149,961	128,616	123,748	103,373
February	186,674	181,241	160,669	167,606
March	138,154	120,012	110,484	103,248
April	141,992	115,806	105,054	100,082
May	209,516	201,762	173,048	157,573
June	161,305	158,268	163,024	140,188
July	171,892	148,063	156,532	131,487
August		227,434	200,789	174,247
September		<u>148,372</u>	<u>131,702</u>	<u>124,004</u>
Total	<u>1,620,577</u>	<u>1,841,871</u>	<u>1,715,002</u>	<u>1,578,112</u>

Sales Tax – 1%

General Fund

	FY 2012	FY 2011	FY 2010	FY 2009
October	71,730	66,479	56,339	54,114
November	88,379	73,428	76,954	77,164
December	70,433	66,241	61,683	56,874
January	74,980	64,308	61,874	51,686
February	93,337	90,621	80,334	83,803
March	69,077	60,006	55,242	51,624
April	70,996	57,903	52,527	50,041
May	104,758	100,881	86,524	78,786
June	82,494	79,134	81,512	70,094
July	86,884	74,031	78,266	65,743
August		113,717	100,439	87,123
September		<u>74,186</u>	<u>65,851</u>	<u>62,002</u>
Total	<u>813,068</u>	<u>920,935</u>	<u>857,545</u>	<u>789,054</u> ⁵

General Fund FY 2012 Revenues June, 2012

	FY 2012	YTD	Budget	% of
Revenue	Budget	Actual	Balance	Budget
Property Taxes	4,680,750	4,658,573	22,177	99.53%
Sales Tax	1,000,000	733,212	266,788	73.32%
Franchise Tax	949,500	852,985	96,515	89.84%
Permits & Licenses	570,900	522,609	48,291	91.54%
Solid Waste	824,600	630,865	193,735	76.51%
Other Revenue	635,400	459,333	176,067	72.29%
Court Revenue	550,000	344,425	205,575	62.62%
Miscellaneous Revenue	<u>850,000</u>	<u>0</u>	<u>850,000</u>	0.00%
Total	<u>10,061,150</u>	<u>8,202,002</u>	<u>1,859,148</u>	81.52%

**General Fund
FY 2012 Revenue Explanation
June, 2012**

- Sales tax – collections as of June is 73.32% of budget.
- Permits & Licenses – issued 19 single family building permits in June compared to 6 at this time last year. We have issued a total of 81 single family building permits to date compared to 65 at this time last year.

General Fund FY 2012 Expenditures June, 2012

Departments	FY 2012 Budget	YTD Actual	Budget Balance	% of Budget
Administration	412,700	287,516	125,184	69.67%
Human Resources	149,800	102,120	47,680	68.17%
Information Technology	582,430	278,415	304,015	47.80%
City Council	277,800	192,406	85,394	69.26%
Economic Development	-	41,260	-41,260	0%
City Secretary	147,600	99,489	48,111	67.40%
Finance	451,300	286,383	164,917	63.46%
Fire	2,324,320	1,554,702	769,618	66.89%
Public Works	246,400	168,471	77,929	68.37%
Facilities	393,500	230,129	163,371	58.48%
Community Development	404,830	346,016	58,814	85.47%
Police	2,905,740	1,934,198	971,542	66.56%

General Fund FY 2012 Expenditures June, 2012

	FY 2012	YTD	Budget	% of
Departments (continued)	Budget	Actual	Balance	Budget
Animal Control	67,300	43,492	23,808	64.62%
Recreation	322,460	175,134	147,326	54.31%
Parks	851,600	495,916	355,684	58.23%
Municipal Court	324,470	232,466	92,004	71.64%
Solid Waste	<u>671,200</u>	<u>502,051</u>	<u>169,149</u>	74.80%
Total	<u>10,533,450</u>	<u>6,970,165</u>	<u>3,563,285</u>	66.17%

Utility Fund FY 2012 Revenue June, 2012

	FY 2012	YTD	Budget	% of
Revenue	Budget	Actual	Balance	Budget
Other Revenue	131,500	100,498	31,002	76.42%
Water Revenue	5,000,000	2,635,236	2,364,764	52.70%
Sewer Revenue	<u>1,330,000</u>	<u>994,673</u>	<u>335,327</u>	74.79%
Total	<u>6,461,500</u>	<u>3,730,407</u>	<u>2,731,093</u>	57.73%

Utility Fund FY 2012 Expenditures June, 2012

	FY 2012	YTD	Budget	% of
Departments	Budget	Actual	Balance	Budget
Water Distribution	3,611,500	2,496,342	1,115,158	69.12%
Wastewater Collection	1,191,800	749,727	442,073	62.91%
Customer Service	<u>401,650</u>	<u>279,216</u>	<u>122,434</u>	69.52%
Total	<u>5,204,950</u>	<u>3,525,285</u>	<u>1,679,665</u>	67.73%



CITY OF _____
MURPHY
LIFE LIVED AT YOUR PACE

Questions

FY 2012

June, 2012

City of Murphy
Investment Report
June 30, 2012

	March 31, 2012	June 30, 2012	Changes
	Amounts	Amounts	
Checking Accounts			
General Fund	\$ 5,823.05	\$ 9,820.46	\$ 3,997.41
Utility Fund (Water Fund)	3,330.13	6,138.40	2,808.27
Impact Fees Fund	0.03	8,996.65	8,996.62
Operating Account (Business Checking)	400,012.29	385,454.85	(14,557.44)
Total Checking	\$ 409,165.50	\$ 410,410.36	\$ 1,244.86
Interest Rate	0.05%	0.05%	0.00%
Money Market Accounts			
General Fund	\$ 5,452,887.71	\$ 4,278,281.17	\$ (1,174,606.54)
Utility Fund (Water Fund)	2,164,680.27	2,384,712.59	220,032.32
Capital Fund (Cap Improvement Fund)	204,560.12	204,641.62	81.50
General Fund Park Escrow	63,957.53	63,983.02	25.49
Paving Escrow Gables - Ph I & II	102,155.23	102,195.94	40.71
Hunters Landing Ph 5 Betsy Lane Escrow	41,435.97	41,446.48	10.51
Sidewalk Escrow	23,086.93	23,051.12	(35.81)
Economic Development Corporation 4A	763,011.24	927,727.50	164,716.26
Community Development Corporation 4B	678,851.05	768,014.33	89,163.28
Debt Service (Gen Ob Fund)	1,423,806.73	1,321,775.88	(102,030.85)
General Capital Fund (Series 09 GO)	7,278,346.37	6,439,199.41	(839,146.96)
2010 Tax Notes	35,159.70	35,164.08	4.38
Escrow Account for Keith Brown	15,855.74	15,812.72	(43.02)
Escrow Account for Melissa Williams	18,368.55	18,325.84	(42.71)
Utility Capital Fund (Series 09 CO)	3,748,994.00	2,643,665.44	(1,105,328.56)
Impact Fund (Impact Fees)	304,334.20	378,030.75	73,696.55
Total Money Market	\$ 22,319,491.34	\$ 19,646,027.89	\$ (2,673,463.45)
Interest Rate	0.10%	0.18%	0.13%
Total Checking and Money Market	\$ 22,728,656.84	\$ 20,056,438.25	\$ (2,672,218.59)

Linda Truitt, Finance Director

Date

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

June 19, 2012
6:00 P.M.

1 CALL TO ORDER

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

2 INVOCATION & PLEDGE OF ALLEGIANCE

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

3 ROLL CALL & CERTIFICATION OF A QUORUM

The following Councilmembers were present:

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

4 PUBLIC COMMENTS

No public comments were submitted.

5 PRESENTATIONS & PROCLAMATIONS

- Presentation of the FY2013 Budget
- City Manager Fisher presented a preliminary budget to Council noting the following:

Revenues

- Challenges – 1)delays in Wal-Mart mean that those revenue projections are not in the FY 2013 budget; 2)Pay Plan has been implemented but adjustments are needed for tenured employees
- Property taxes are based on \$1.5 billion taxable value
- Requesting \$0.02 tax increase
- Sales tax is projected at 8% increase
- 4A/MDD Budget as proposed includes current amount of \$25,000 each, and funding of Director of EDC and Administrative Assistant and benefits; and 50% of salary for PIO from MDD
- PIO position has been included
- Restricted court funds for 50% of Juvenile Case Manager and benefits
- Transfer of \$500-\$600,000 for Animal Shelter
- Solid Waste reflects a rate increase of \$0.81 per first cart and \$3.55 per second cart

Expenses

- Public Information Officer
- Animal Control Officer

- Community Relations – Maize Days
- Comp Plan or Citizen Survey
- Legal fees
- Council contingency
- Election expenses
- Fire proof filing cabinets
- Reclassify position of Code Compliance Officer
- EDC
- Facilities service contracts
- Audit Fees and annual fees to Collin County Central Appraisal District
- Certification pay for firefighters
- New staffing for nine months - Fire
- Topper shell for truck - Fire
- Traffic pre-emptive equipment for five intersections - Fire
- Cardiac monitors - Fire
- Medication vaults – Fire
- HR – performance evaluations
- IT – email archiving
- IT – consultants
- Parks – replenish playground fibar for five playgrounds
- Police – vehicles and radios
- Public Works/Engineering – assessment for annual street repairs and maintenance
- Recreation – increase in staff rate from \$9.50 - \$10.75
- Recreation – rec guide
- Solid Waste – rates from vendor increased in April 2012
- Raises -3% across the board for employees with exception of Fire and Police, 1% for leadership team

Mr. Fisher reported that the preliminary budget was \$1M over budget and a balanced budget would be presented in August for approval. He submitted the following proposed schedule for the budget.

August 7
 August 14
 August 21
 August 28
 September 4
 September 18

Councilmember Halbert asked why he was proposing for Council to meet every Tuesday in July and August for the budget. Mr. Fisher stated that Council did not have to meet in July. Ms. Halbert stated that Council needs to determine the process. Mayor Baldwin requested to let Council review the budget and then determine the process. Councilmember Brandon stated he was willing to meet every Tuesday regarding the budget.

6 CONSENT ITEMS

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.

- 6.1** Approval of the Minutes from the June 5, 2012 Regular City Council Meeting.
- 6.2** Consider and/or act on the Final Plat Application for Naini Medical Center on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses. This property is generally located on Village Drive, west of Brand Road.

Council Action

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

7 PUBLIC HEARINGS

- 7.1** Hold a public hearing and consider and/or act on an Ordinance approving the application of Murphy Equity Management, L.L.C. (Canterra Office Park) requesting to amend PD (Planned Development) District No. 09-12-825 for Retail Uses to include veterinary use on property located at the northwest quadrant of FM544 and McCreary Road.

Public Hearing

Mayor Baldwin opened the public hearing at 6:37 p.m. The applicant, Dr. Rod Sheffield, and Michael Doggett from Winkelmann and Associates, addressed Council in favor of the request. They responded to questions from Council. The public hearing was closed at 6:43 p.m.

Council Discussion

Council requested information on the type of facility and whether or not there would be outdoor kennels. The applicant stated it was a full service facility and there would not be any outdoor kennels. Council also requested information about established clients and how much sales tax revenue would be generated. The applicant stated approximately \$10,000 in revenue would be generated in addition to \$25,000 in property taxes. He also noted that 25 jobs would be created. Mayor Baldwin calculated that the City would receive about \$200 per year from taxes. Councilmember Daugherty asked if it was essential that the facility be located on a frontage road. The applicant explained that he is not bringing services to established clients and therefore the location was essential to draw in new clients.

Councilmember Halbert clarified that Council is amending the Planned Development (PD) to allow by Special Use Permit (SUP). She also noted that the business would be visible by the property monument signage.

Councilmember Brandon commented on other uses in the PD that might be considered for amendment. Mr. Fisher stated that the agenda item was limited to approving the requested use by SUP. He stated that a future agenda item could allow Council to review other uses.

Council Action

Councilmember Halbert moved to approve an ordinance amending Planned Development District No. 09-12-825 for Retail Uses to include veterinary use by Special Use Permit on property located at the northwest quadrant of FM 544 and McCreary Road. Councilmember Bradley seconded the motion. A vote was taken and passed, 7-0.

8 RESOLUTION APPROVAL

- 8.1** Consider and/or act upon a resolution to apply for a NCTCOG Solid Waste Grant for compactor trash and recycle bins and use recycle rebate funds as matching funds.

Council Action

Councilmember Daugherty moved to approve as presented. Councilmember Richmond seconded the motion. A vote was taken and passed, 7-0.

- 8.2** Consider and/or act upon a resolution to apply for a grant for the Timbers Nature Preserve Park project.

Council Action

Councilmember Halbert moved to approve a resolution to apply for a grant with a \$100,000 match for the Timbers Nature Preserve Park project. Councilmember Daugherty seconded the motion. A vote was taken and passed, 7-0.

9 OTHER CONSIDERATION ITEMS

- 9.1** Consider and/or act on the proposed 4B Community Enhancement Recognition Awards Program.

Council Discussion

Councilmember Grant expressed concerns about this program and asked for clarification on who could apply. Staff clarified that it is a recognition program to encourage revitalization of properties, both commercial and residential, and to reward those efforts.

Council Action

Councilmember Halbert moved to approve an award program with a budget of \$2000. Councilmember Richmond seconded the motion. A vote was taken and passed, 7-0.

- 9.2 Consider and/or act upon request for sewer service connection line to 605 Kinney Drive.

Staff Comments

City Manager Fisher requested that no action be taken on this item at this time. He stated it would be addressed and discussed during the budget.

- 9.3 Consider and/or act upon changing the hours of operation for the Murphy Community Center with corresponding staffing increase, introducing the option of a half or full court gym rental option for sports teams outside of open gym hours and adjusting the room rental price for the Murphy Activity Center.

Council Action

Councilmember Halbert moved to approve changing the operating hours as presented. Councilmember Daugherty seconded the motion. A vote was taken and passed, 7-0.

Councilmember Halbert moved to approve full and half court rental from 8pm – 9 pm Monday through Thursday. Councilmember Daugherty seconded the motion. A vote was taken and passed, 7-0.

There was no action taken on the request to change the rental rates for the Murphy Activity Center.

10 CITY MANAGERS REPORT

- July 3 - Next Council Meeting
- July 4 - City offices closed
- July 10 - Sachse Chamber Mayors Luncheon
- North Murphy Road Update

In addition to the above items, Mr. Fisher reported on the following:

- June 27th – Orchard Park event
- Liberty Ridge Park –more sodding without increasing cost –will open in August
- Complaint received regarding the traffic islands in Liberty Ridge Park

Councilmember Richmond questioned whether or not the sodding in Liberty Ridge Park was a good swap.

Councilmember Halbert inquired if the City has received the final plans for North Murphy Road. Mr. Fisher stated that he was expecting them this week.

11 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:

- 11.1** § 551.087 Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

Council Action

Council convened into Executive Session at 7:51 p.m.

12 RECONVENE INTO REGULAR SESSION

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

- 12.1** § 551.087 Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

Council Action

Council reconvened into Regular Session at 8:22 p.m. There was no action as a result of the Executive Session.

13 ADJOURNMENT

With no further business, the meeting was adjourned at 8:22 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF MURPHY
206 North Murphy Road
Murphy, Texas
Tuesday, July 3, 2012
6:00 PM

1 CALL TO ORDER

Mayor Baldwin called the meeting to order at 6:00 p.m.

2 INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Richmond gave the invocation and led the Pledge of Allegiance.

3 ROLL CALL & CERTIFICATION OF A QUORUM

The following Councilmembers were present:

Mayor Bret Baldwin

Mayor Pro Tem John Daugherty

Deputy Mayor Pro Tem Colleen Halbert

Councilmember Dennis Richmond

Councilmember Scott Bradley

Councilmember Bernard Grant

Councilmember Dave Brandon

4 PUBLIC COMMENTS

Mark Walsh, Representative for Interested Neighbors

Mr. Walsh was present to represent the neighbors of O czy grnNcpg. He said the neighbors have invested money and time to develop their properties. There are complaints of large trucks going up and down the street and staging diesel trucks in front of the house at 7:00 am. He said Mr. Parker has been fined for this activity this month and requested the City to enforce its Ordinances and have the City Attorney file an injunction to make this stop.

John Zachary, 1222 Crestwick Drive

Mr. Zachary approached the Council regarding his displeasure with the traffic control landscape islands that were put on Rolling Ridge Drive by Liberty Ridge Park. He said he has spoken with several of his neighbors and they also are not pleased with the islands. He requested that they are removed.

5 PRESENTATIONS

- Richardson Methodist Hospital Presentation

Ken Hutchin, President of Richardson Methodist Hospital gave a presentation on the new facility addition at the 190 / Renner Road location. He presented the concept plans and discussed the design process. He said they were excited about the new facility and being able to serve the City of Murphy as well as surrounding Cities.

6 CONSENT ITEMS

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.

- 6.1 Consider and/or act upon approval of a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of 10 cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company LLC.

VOTING

Motion by: John Daugherty to approve the Item as presented.

Seconded by: Colleen Halbert

Councilmembers	YES	NO	ABSTAIN	RECUSE
Baldwin, Bret (Mayor)	X			
Daugherty, John (Mayor Pro Tem)	X			
Halbert, Colleen (Deputy Mayor Pro Tem)	X			
Bradley, Scott (Council)	X			
Brandon, Dave (Council)	X			
Grant, Bernard (Council)	X			
Richmond, Dennis (Council)	X			

7 RESOLUTION APPROVAL

- 7.1 Consider and/or act upon approval of a resolution nominating a City Council representative to serve as an alternate member to the Regional Transportation Council of the North Central Texas Council of Governments.

VOTING

Motion by: Dennis Richmond to approve a resolution nominating John Daugherty as a City Council representative to serve as alternate member to the Regional Transportation Council of the North Central Texas Council of Governments.

Seconded by: Colleen Halbert

Councilmembers	YES	NO	ABSTAIN	RECUSE
Baldwin, Bret (Mayor)	X			
Daugherty, John (Mayor Pro Tem)	X			
Halbert, Colleen (Deputy Mayor Pro Tem)	X			
Bradley, Scott (Council)	X			
Brandon, Dave (Council)	X			
Grant, Bernard (Council)	X			
Richmond, Dennis (Council)	X			

8 DISCUSSION ITEMS

- 8.1 Discussion regarding FY2013 proposed budget.

Council Discussion

The Council discussed different options to get to a balanced budget. They requested staff to prepare a budget without the \$300,000.00 tax increase for review.

- 8.2 Discussion regarding developing a scope for the Boards and Commissions.

9 CITY MANAGERS REPORT

10 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:

10.1 § 551.074. PERSONNEL MATTERS; CLOSED MEETING.

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- City Secretary

10.2 § 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED

MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Council Action

Council convened into Executive Session at 7:39 p.m.

11 RECONVENE INTO REGULAR SESSION

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

11.1 § 551.074. PERSONNEL MATTERS; CLOSED MEETING.

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- City Secretary

11.2 § 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED

MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Council Action

Council reconvened into regular session at 9:07 p.m.

12 TAKE ANY ACTION AS A RESULT OF THE EXECUTIVE SESSION

VOTING Item 11.1§ 551.074. PERSONNEL MATTERS; CLOSED MEETING. (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. - City Secretary

Motion by: Colleen Halbert to accept the resignation of Aimee Nemer, City Secretary, waiving the 60 day notice stated in the contract.

Seconded by: Dennis Richmond

Councilmembers	YES	NO	ABSTAIN	RECUSE
Baldwin, Bret (Mayor)	X			
Daugherty, John (Mayor Pro Tem)	X			
Halbert, Colleen (Deputy Mayor Pro Tem)	X			
Bradley, Scott (Council)	X			
Brandon, Dave (Council)	X			
Grant, Bernard (Council)	X			
Richmond, Dennis (Council)	X			

VOTING Item 11.2 § 551.072. DELIBERATION REGARDING REAL PROPERTY;

CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Motion by: Colleen Halbert to authorize the City Attorney to file a lawsuit against George Parker and Parker Tree Services and associated businesses involving zoning and code issues on his property located on 11 & 15 Maxwell Lane.

Seconded by: Dennis Richmond

Councilmembers	YES	NO	ABSTAIN	RECUSE
Baldwin, Bret (Mayor)	X			
Daugherty, John (Mayor Pro Tem)	X			
Halbert, Colleen (Deputy Mayor Pro Tem)	X			
Bradley, Scott (Council)	X			
Brandon, Dave (Council)	X			
Grant, Bernard (Council)	X			
Richmond, Dennis (Council)	X			

13 ADJOURNMENT

With no further business, the meeting was adjourned at 9:09 p.m.

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

July 10, 2012
6:00 P.M.

1 CALL TO ORDER

Mayor Baldwin called the meeting to order at 6:00 p.m.

2 ROLL CALL & CERTIFICATION OF A QUORUM

The following Councilmembers were present:

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

3 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:

3.1 § 551.074. PERSONNEL MATTERS; CLOSED MEETING.

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- City Secretary

City Council convened into Executive Session at 6:00 p.m.

4 RECONVENE INTO REGULAR SESSION

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

4.1 § 551.074. PERSONNEL MATTERS; CLOSED MEETING.

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- City Secretary

City Council reconvened to Regular Session at 6:43 p.m.

5 TAKE ANY ACTION AS A RESULT OF THE EXECUTIVE SESSION
Councilmember Halbert moved to direct staff to post the City Secretary position with a closing date of July 27, 2012 and to appoint Mayor Baldwin, Councilmember Richmond, and Councilmember Brandon to the Interview Panel. Councilmember Richmond seconded the motion. A vote was taken and passed, 7-0.

6 ADJOURNMENT
With no further business, the meeting was adjourned at 6:44 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

Issue

Consider and/or act on a proposed resolution authorizing the City Manager to execute a contract with Blue Cross Blue Shield for group medical insurance with an effective date of September 1, 2012.

Staff Resource / Department

Stacy Buckley, Human Resources

Key Focus Area

Employee Development

Summary

The City received a renewal bid from Blue Cross Blue Shield that resulted in no financial increase from our current premiums. Due to this renewal, the City chose not to seek bids for medical insurance.

Background/History

Since our insurance plan year starts September 1 each year, the insurance review process begins in March. By June 1, we receive the renewal information from each of our current providers and determine whether we need to go out to bid in order to remain competitive with our insurance products. This year, we received no premium increase and are satisfied with our current providers, so the bidding process was determined not to be necessary. In addition, this will be our third year with Blue Cross Blue Shield for medical insurance. This continuity of providers and lack of disruption of service is desirable for both the employer and the employees.

Financial Considerations

Due to the flat renewals, there will be no change in insurance premiums for both the employer and the employees for the next insurance plan year that begins September 1, 2012.

Other Considerations

We also received no increase for all other benefit plans offered. This includes dental, vision, life and long-term disability insurance products. There are no proposed changes to any of our current benefits for the next plan year which is effective September 1, 2012.

Staff Recommendation

City Council is requested to approve the resolution authorizing the City Manager to execute a contract with BC/BS for group medical insurance with an effective date of September 1, 2012.

Attachments

2012 Insurance Resolution

CITY OF MURPHY, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BLUE CROSS BLUE SHIELD FOR MEDICAL INSURANCE.

WHEREAS, the City of Murphy provides group health insurance as a benefit for City employees;
and

WHEREAS, the City of Murphy received no increase in the health insurance renewal; and

WHEREAS, staff is under the opinion that the City should remain with Blue Cross Blue Shield for group medical insurance.

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

That the City Council hereby requests the City Manager to execute a contract with Blue Cross Blue Shield for Medical Insurance.

DULY RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 17th day of July 2012.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Aimee Nemer, City Secretary
City of Murphy

APPROVED AS TO FORM:

Andy Messer, City Attorney
City of Murphy

City Council Meeting
July 17, 2012

Issue

Consider and/or act upon approval of a resolution authorizing the city manager to sign an Inter Local Agreement (ILA) with the City of Mesquite for cooperative purchasing of various goods and services.

Staff Resource/Department

Mark Lee/Fire Department

Key Focus Area

Public Safety – meeting the expectation of the community. The maintenance contract awarded by the City of Mesquite will allow us to meet the expectation of providing an effective Outdoor Warning System.

Summary

The City of Murphy has installed an Outdoor Warning System composed of sirens at 4 locations within our community. The current maintenance provider has cancelled the maintenance agreement that was in effect. That company will no longer offer maintenance contracts. The City of Mesquite went out to bid for a maintenance contractor to service their sirens on an annual, and emergent need. Through this ILA, the City of Murphy will benefit the economy of scale achieved by the City of Mesquite.

Background/History

The City of Murphy maintains 4 sirens that are components of the Outdoor Warning System. This system is designed to alert residents and visitors to our community to seek shelter indoors. This may be due to weather, hazardous spills or leaks, police activities, and other potential disasters manmade or natural.

In June 2009 the City Council awarded a bid to DH Marketing for the purchase and installation of a replacement siren on Betsy Ln. In that agreement, there was a maintenance agreement. This year, DH Marketing is no longer renewing these agreements with the customer.

As a result, City of Murphy is without a provider for this service. The company that installed the Betsy Ln. siren had provided maintenance for DH Marketing in the past. This company is West Shore Services. They were contacted for a proposal for the City of Murphy. In conversations with West Shore, they indicated that they had just done a contract with City of Mesquite and that we could possibly work through the ILA process to partake in that agreement.

Financial Considerations

Funds have been approved in the general fund budget for FY2012.

Action Requested

Authorize the city manager to sign an Inter Local Agreement with the City of Mesquite for cooperative purchasing of various goods and services.

Attachments

Resolution w/Mesquite ILA
Annual Preventive Maintenance of OWS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF MESQUITE TO ESTABLISH A COOPERATIVE PURCHASING PROGRAM BETWEEN THE PARTIES, WHICH WILL ALLOW EACH PARTY TO PURCHASE GOODS AND SERVICES UNDER EACH OTHER'S COMPETITIVELY BID CONTRACTS PURSUANT TO SUBCHAPTER F, CHAPTER 271 OF THE TEX. LOC. GOV'T CODE.

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

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

The City Council of the City of Murphy authorizes an Interlocal Agreement with the City of Mesquite to establish a cooperative purchasing program between the two cities.

DULY RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 17th day of July 2012.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Aimee Nemer, City Secretary
City of Murphy

STATE OF TEXAS §
§
COUNTY OF DALLAS §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is by and between the City of Murphy, Texas (“Murphy”), and the City of Mesquite, Texas (“Mesquite”), acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (“Effective Date”). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE. Each party shall be responsible for the respective vendor’s compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of

the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this ____ day of _____, 2012.

CITY OF MURPHY

By: _____
JAMES FISHER, CITY MANAGER

206 N. Murphy Rd.
Murphy, Texas 75094

ATTEST:

By: _____
CITY SECRETARY

EXECUTED this ____ day of _____, 2012.

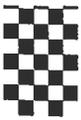
CITY OF MESQUITE, TEXAS

By: _____
JOHN MONACO, MAYOR

1515 N. Galloway Avenue
P.O. Box 850137
Mesquite, TX 75149

ATTEST:

By: _____
CITY SECRETARY



RECEIVED

FEB 14 2012

CITY OF MESQUITE
PURCHASING DIVISION

1:06 P
R

FEBRUARY 9, 2012

ADDENDUM NO. 1

**ANNUAL PREVENTIVE MAINTENANCE OF
OUTDOOR WARNING SIRENS**

RFP NO. I051-2012

Bidders are directed to revise and incorporate into their bid the following changes in bid specifications:

1. The bid closing date has been extended from Thursday, February 9, 2012 at 2:00 p.m. until Thursday, February 16, 2012 at 2:00 p.m.

If you should have any other questions, do not hesitate to contact the Purchasing Office at 972-216-6201.

Michele Brand

Michele Brand
Manager of Purchasing

ACCEPTANCE:

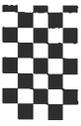
We, the undersigned, do hereby acknowledge receipt of this Addendum No. 1 to RFP No. I051-2012; Annual Preventive Maintenance of Outdoor Warning Sirens and agree to the instructions herein written.

West Shore Services, Inc.
Company Name

J/M Quella president
Authorized Signature

2/14/2012

Date



RECEIVED
FEB 15 2012
CITY OF MESQUITE
PURCHASING DIVISION

2:35 P
R

FEBRUARY 9, 2012
ADDENDUM NO. 1

ANNUAL PREVENTIVE MAINTENANCE OF
OUTDOOR WARNING SIRENS

RFP NO. I051-2012

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If you should have any other questions, do not hesitate to contact the Purchasing Office at 972-216-6201.

Michele Brand

Michele Brand
Manager of Purchasing

ACCEPTANCE:

We, the undersigned, do hereby acknowledge receipt of this Addendum No. 1 to RFP No. I051-2012; Annual Preventive Maintenance of Outdoor Warning Sirens and agree to the instructions herein written.

West Shore Services, Inc.
Company Name

J. J. Orsillo president
Authorized Signature

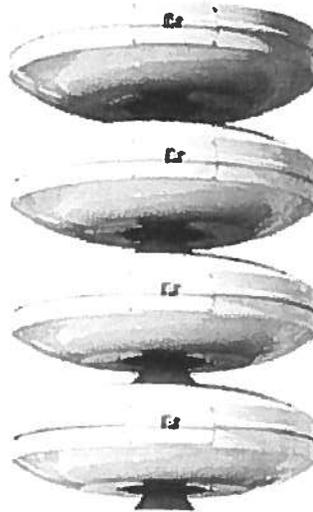
2/14/2012
Date

MESQUITE

T E X A S[®]

1887-2012

CELEBRATING 125 YEARS OF HISTORY



Bid Proposal For:

City of Mesquite, TX

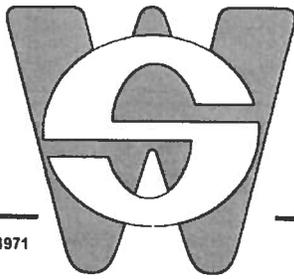
RFP NO. I051-2012

Annual Preventive Maintenance of Outdoor Warning Sirens

Submitted By:

West Shore Services, Inc.





Est. 1971

West Shore Services, Inc.

Jeff DuPilka - President

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

PART I – VENDOR BACKGROUND AND QUALIFICATIONS

February 7, 2012

Request for Proposals for Annual Preventive Maintenance of Outdoor Warning Sirens RFP NO. I051-2012

Information on Bidder:

1. Name of Firm: WEST SHORE SERVICES, INC.
Tax ID 38-2263997

2. Name of Primary Contacts:

Jeff DuPilka

Phone Number: 616-895-4347 ext. 112

Fax Number: 616-895-7158

Email address: jdupilka@westshorefire.com

Luke Miller

Phone Number: 616-895-4347 ext. 112

Fax Number: 616-895-7158

Email address: lmiller@westshorefire.com

Dan Stollings

Phone Number: 616-292-0221

Fax Number: 616-895-7158

Email address: dstollings@westshorefire.com

3. Principal Office Address: 6620 LAKE MICHIGAN DRIVE, ALLENDALE, MI 49401

4. Firm's Contact Information – Service Requests:

Name: NANCY WILLIAMS

Phone Number: 616-895-4347 ext. 151

Fax Number: 616-895-7158

Email address: nwilliams@westshorefire.com

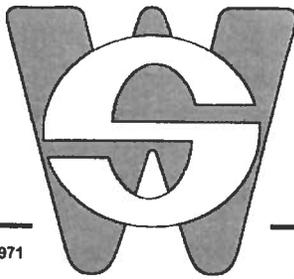
5. Firm proposing to perform work is a: *(check one)*

Corporation

Sole Proprietorship

Joint Venture

Partnership



West Shore Services, Inc.

Jeff DuPilka - President

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401

Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

Est. 1971

February 7, 2012

City of Mesquite, TX
Michele Brand, Manger of Purchasing
1515 North Galloway
Mesquite, TX 75149

Re: RFP NO. I051-2012 for Annual Preventive Maintenance of Outdoor Warning Sirens

Dear Ms. Brand,

Thank you for the opportunity to submit a proposal for the maintenance of outdoor warning sirens for City of Mesquite. Our proposal meets your request with no exceptions.

West Shore Services is an authorized representative for Federal Signal Warning Systems. All our service technicians are factory trained and West Shore Services is a Certified Federal Signal Regional Installer. Our service staff has over 160 years combined experience designing, installing and repairing community alert and notification equipment. Your system will be maintained by a single source company. **No other supplier can provide City of Mesquite with this total capability.**

West Shore Services is a leading provider of both indoor and outdoor warning solutions. We have extensive experience (32 years) in municipal, nuclear, and military notification installations as well as campus alert systems. We have included references along with a brief project description for systems we have installed as well as maintain.

After you have reviewed our proposal and recommendations we would appreciate an opportunity to discuss with you personally the material we have proposed.

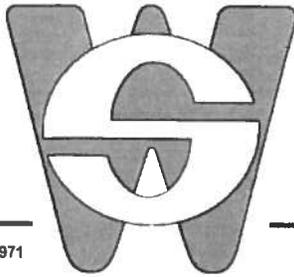
Thanks again for the opportunity to provide a proposal on your Community Alert and Notification System Maintenance and Repair. If you need any additional information, please don't hesitate to call me. I can be reached at my office (616) 895-4347, ext 112, on my cell (616) 291-0769 or via email at jdupilka@westshorefire.com.

We appreciate City of Mesquite's business and hope to build a long lasting relationship.

Sincerely,

Jeffrey J. DuPilka
President

JJD/cs



West Shore Services, Inc.

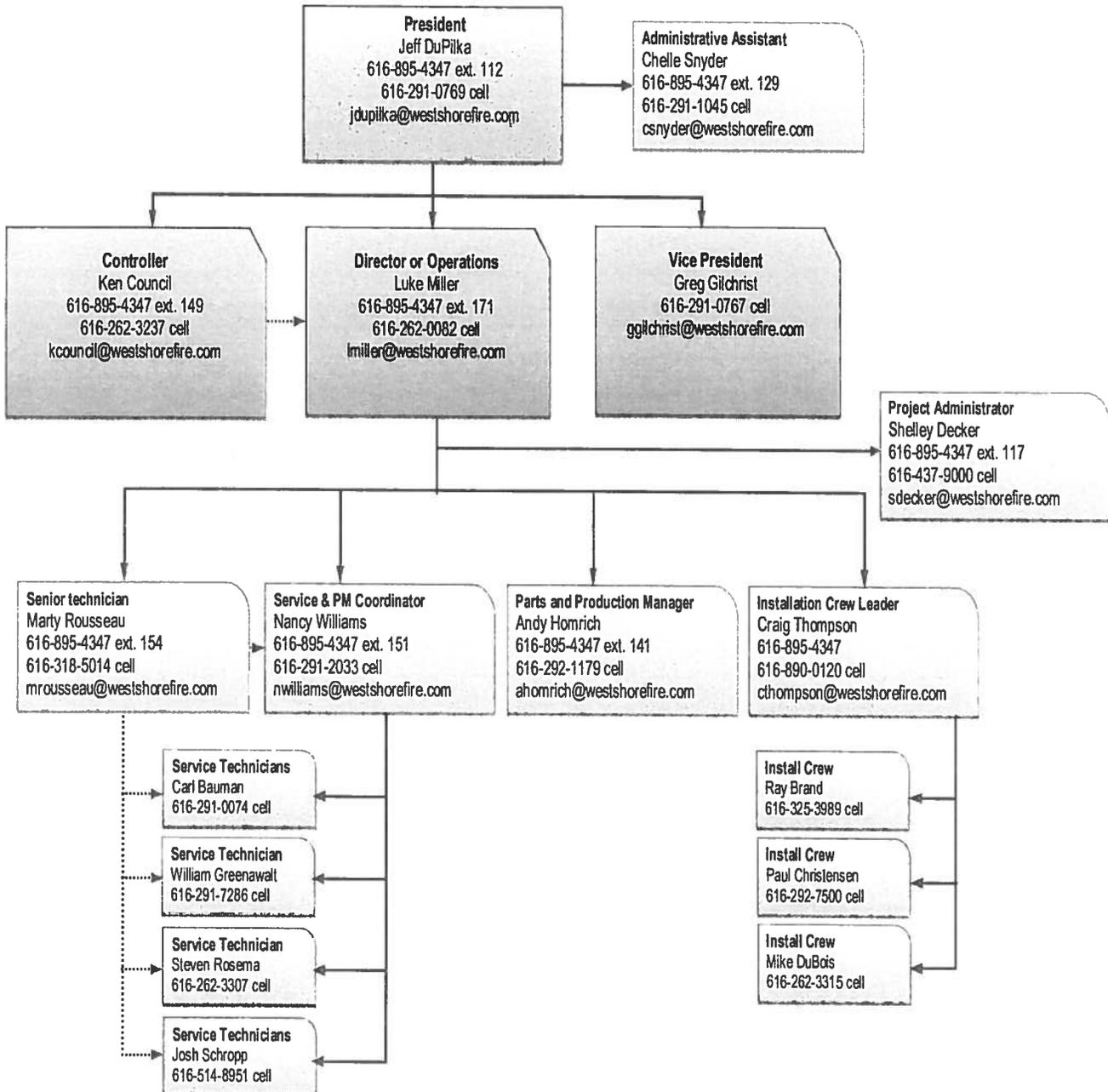
Jeff DuPilka - President

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

Est. 1971

Complete project organizational chart and the names of your key personnel for this

West Shore Services Company Organizational Chart



WEST SHORE SERVICES STAFF QUALIFICATIONS

West Shore Services has extensive experience in designing, furnishing and installing warning systems of all types both indoor and outdoor, electronic and electromechanical (motor driven) systems. This division of our company was established in 1979 so we have an excess of 32 years experience in providing public warning and notification. All of our service technicians are either factory trained or have gone through an extensive in-house training. All warranty and regular service will be provided by West Shore Services staff. No other supplier can provide City of Mesquite with this total capability.

The following is a more detailed description of our technical staff, qualifications and years of service.

Jeff DuPilka – President, CEO

31 years experience in designing, installing and servicing outdoor warning systems.

Luke Miller – Director of Operations

10 years experience in managing all aspects of installation and service as well as project installation and design for the warning division.

Shelley Decker – Project Administrator

8 years experience in the administration of installation and service as well as project management for the warning division.

Greg Gilchrist – Installation Supervisor

20 years experience in installing and project management for the warning systems division.

Dan Stollings – Field Supervisor

8 years experience in field installation work

Craig Thompson – Installation Crew Supervisor

9 years experience in field installation work

Paul Christensen – Installation Crew

6 years experience in field installation work.

Ray Brand – CDL Driver / Installation Crew

3 years experience in field installation work.

Marty Rousseau – Sr. Service Technician / Journeyman Electrician

10 years experience in field design, installation and repair work

Carl Bauman – Journeyman Electrician / Service Technician

7 years experience in custom installations and field repair work.

Steve Rosema – Journeyman Electrician / Service Technician

5 years experience in custom installations and field repair work.

William Greenawalt, Sr. – Journeyman Electrician / Service Technician

4 years experience in custom installations and field repair work.

Joshua Schropp – Journeyman Electrician / Service Technician

3 years experience in custom installations and field repair work.

Andrew Homrich – Yard Supervisor for Siren Construction

10 years experience in inventory and siren construction management.

Brian McDowell – Equipment/Crane Operator

26 years experience in crane & rigging operations.

Eric Poelman – Equipment/Crane Operator & Installation Crew

6 years experience in crane & rigging operations and siren installations.

Certificate of Training

Awarded to

Carl Bauman

for completing the factory training course on
SFCDWARE, SSLOADER, SS2000D, UVI, UVIC, MCPT, DCFC, DCFC,
ACFC, ACFC, FCTB, FCT, IP and Landline systems

presented by

Federal Signal Corporation-Public Safety Systems Division

Awarded on this 4th day of September in the year 2009



FEDERAL SIGNAL CORPORATION
Public Safety Systems Division

Gregory S. Alcorn
Gregory S. Alcorn - System Applications And Technical Support

Certificate of Training

Awarded to

Greg Gilchrist

for completing the factory training course on
SFCDWARE, SSLOADER, SS2000D, UVI, UVIC, MCPT, DCFC, DCFC,
ACFC, ACFC, FCTB, FCT, IP and Landline systems

presented by

Federal Signal Corporation-Public Safety Systems Division

Awarded on this 29th day of May in the year 2009



FEDERAL SIGNAL CORPORATION
Public Safety Systems Division

Gregory S. Alcorn
Gregory S. Alcorn - System Applications And Technical Support

Certificate of Training

Awarded to

Marty Rousseau

for completing the factory training course on
SFCDWARE, SSLOADER, SS2000D, UV1, UVIC, MCPT, DCFC, DCFC,
ACFC, FCTB, FCT, IP and Landline systems

presented by

Federal Signal Corporation-Public Safety Systems Division

Awarded on this 29th day of May in the year 2009



FEDERAL SIGNAL CORPORATION
Public Safety Systems Division

Gregory S. Alcorn
Gregory S. Alcorn - System Applications and Technical Support

Certificate of Training

Awarded to

Luke Miller

for completing the factory training course on
SFCDWARE, SSLOADER, SS2000D, UV1, UVIC, MCPT, DCFC, DCFC,
ACFC, FCTB, FCT, IP and Landline systems

presented by

Federal Signal Corporation-Public Safety Systems Division

Awarded on this 29th day of May in the year 2009



FEDERAL SIGNAL CORPORATION
Public Safety Systems Division

Gregory S. Alcorn
Gregory S. Alcorn - System Applications and Technical Support

Certificate of Training

Awarded to

Steve Rosema

for completing the factory training course on
*SFCDWARE, SSLOADER, SS2000D, UVT, UVIC, MCPT, DCFCTB,
DCFC, ACFCTB, FCTB, FCT, IP and Landline systems*

presented by

Federal Signal Corporation-Public Safety Systems Division

Awarded on this 29th day of May in the year 2009



FEDERAL SIGNAL CORPORATION
Public Safety Systems Division

Gregory S. Alcorn
Gregory S. Alcorn - System Applications And Technical Support

Certificate of Training

Awarded to

William Greenawalt

for completing the factory training course on
*SFCDWARE, SSLOADER, SS2000D, UVT, UVIC, MCPT, DCFCTB,
DCFC, ACFCTB, FCTB, FCT, IP and Landline systems*

presented by

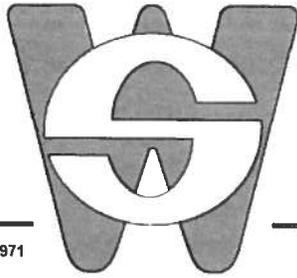
Federal Signal Corporation-Public Safety Systems Division

Awarded on this 29th day of May in the year 2009



FEDERAL SIGNAL CORPORATION
Public Safety Systems Division

Gregory S. Alcorn
Gregory S. Alcorn - System Applications And Technical Support



Est. 1971

West Shore Services, Inc.

Jeff DuPilka - President

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401

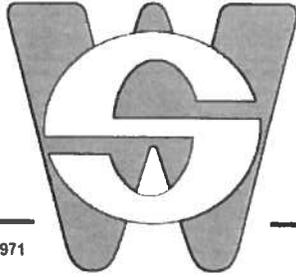
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

PART II CUSTOMER REFERENCES

RFP NO. I051-2012 for Annual Preventive Maintenance of Outdoor Warning Sirens

WEST SHORE SERVICES QUALIFYING EXPERIENCE AND REFERENCES

1. Project Name: Oakland County
2. Location of Work: Oakland County
3. Owner: Oakland County
4. Owner Contact: Tracey McGee
5. Owner Address: Homeland Security Building 47, West Pontiac, MI 48341
6. Phone Number: 248-858-1593
7. Fax Number: 248-858-5542
8. Email Address: mcgeet@oakgov.com
9. Provide a complete project organizational chart and the names of your key personnel for this project: See Page 15
10. Description and size of project: 244 - 2001 AC/DC Two-Way Sirens
11. Explain why this project meets one or more of the comparable project requirements:
We installed, maintain and service all sirens.



West Shore Services, Inc.

Jeff DuPilka - President

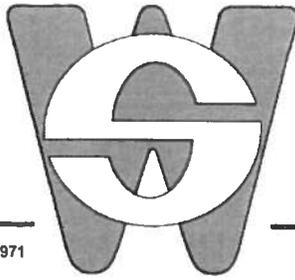
6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

Est. 1971

RFP NO. I051-2012 for Annual Preventive Maintenance of Outdoor Warning Sirens

WEST SHORE SERVICES QUALIFYING EXPERIENCE AND REFERENCES

1. Project Name: Palisades Nuclear-Entergy
2. Location of Work: South Haven, MI
3. Owner: Palisades Nuclear-Entergy
4. Owner Contact: James S. Ridley
5. Owner Address: 27780 Blue Star Highway, Covert, MI 49043
6. Phone Number: 269-764-2031
7. Fax Number: 269-764 2040
8. Email Address: jridley@entergy.com
9. Provide a complete project organizational chart and the names of your key personnel for this project: See Page 15
10. Description and size of project: 61 - 2001 AC/DC Two-Way
11. Explain why this project meets one or more of the comparable project requirements:
We installed, maintain and service all 61 of their sirens.



West Shore Services, Inc.

Jeff DuPilka - President

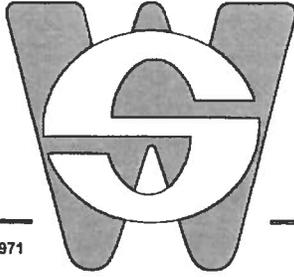
6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

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RFP NO. I051-2012 for Annual Preventive Maintenance of Outdoor Warning Sirens

WEST SHORE SERVICES QUALIFYING EXPERIENCE AND REFERENCES

1. Project Name: Fermi Nuclear
2. Location of Work: Newport, MI
3. Owner: Fermi Nuclear
4. Owner Contact: Josh Henscheid
5. Owner Address: DTE Energy - Detroit Edison, P.O. Box 44440, Detroit, MI 48244
6. Phone Number: 734-586-5323
7. Fax Number: 313-258-4918
8. Email Address: henscheidg@dteenergy.com
9. Provide a complete project organizational chart and the names of your key personnel for this project: See Page 15
10. Description and size of project: 62 - 2001 AC/DC Two-Way
11. Explain why this project meets one or more of the comparable project requirements:
We installed, maintain and service all 62 of their sirens.



West Shore Services, Inc.

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PART III – SIREN MODEL TYPE AND PER UNIT PRICE

February 7, 2012

City of Mesquite, TX
Michele Brand, Manger of Purchasing
1515 North Galloway
Mesquite, TX 75149

Re: RFP NO. I051-2012 for Annual Preventive Maintenance of Outdoor Warning Sirens

Dear Ms. Brand,

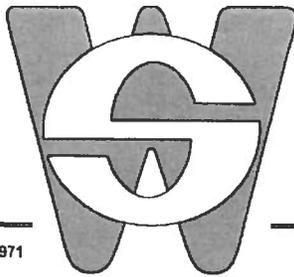
As you have requested, I have included a description of our siren maintenance services as well as the cost associated with each below.

Annual Preventative Maintenance of Outdoor Warning Sirens

Our standard Inspection and Annual Preventative Maintenance program includes a once a year Inspection and Preventative Maintenance of each remote siren site. This inspection includes standard items as identified on the enclosed Warning System Preventative Maintenance checklist. While we are on site completing the inspection and annual preventative maintenance, we will repair any system defects found that take less than 15 minutes of time or cost less than \$10 in parts without any additional charge. This includes as many items as fit these parameters that we encounter at any individual site. Any repairs that exceed these parameters will be completed as an extra charge and will require an approval process between the county and West Shore before additional work is undertaken.

Our proposal includes:

- Preventative Maintenance of 25 Federal Signal 2001 Outdoor Warning Sirens including the six with solar back-up power and one shared site with The City of Dallas.
 - **\$385 each for a Total of \$9625.00**
- Preventative Maintenance of 2 control points with SS2000D encoders and 800mhz radios
 - **\$425 each for a Total of \$850.00**
- **Total Annual Preventative Maintenance Cost \$10475.00**



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CHARGES FOR LABOR AND EQUIPMENT

For additional repair work that may need to be accomplished that either is not included under the inspection and annual preventative maintenance or requires a special trip throughout the year, the following labor rates will apply:

Rate for any outage response:

- Technician with Service Van \$85.00/per hour
- Technician with 50' bucket truck \$132/per hour
- Mileage \$0.75/per mile
- Part and Equipment Pricing for any/all consumable parts and equipment: Cost + 15%

*Note: See attached parts list for most commonly used parts for the Federal Signal 2001 Series Siren. The current price list, which we have attached, carries a 15% discount off the price identified for any necessary repair parts required by the City Mesquite under the terms of this agreement.

For the purposes of this proposal you can assume that any service provided under this agreement will be based in Houston, TX. If additional repairs are required outside of the standard inspection/annual preventative maintenance services, we will do our very best to coordinate the response with other customers in the area to minimize portal to portal travel time charges and expenses. Our goal is to always provide the most cost effective service available to the customers we service.

OPTIONAL SYSTEM TRAINING

It has been our experience that a great benefit can be derived from refresher training for all aspects of system operation including minor trouble shooting. We will be happy to schedule this training at a convenient time for your staff.

This would be billed at the technician rate of \$85.00 per hour plus the necessary travel expenses for us to get the right personnel on site.

As you requested, I have enclosed a reference list of customers that currently use our Inspection and Annual Preventative Maintenance and repair services.

Thank you for the opportunity to provide a proposal on servicing your warning system. If you have any questions or need any additional information, please feel free to contact me personally, I can be reached at the office (616) 895-4347, ext. 112 or on my cell phone (616) 291-0769.

Sincerely,

Jeffrey J. DuPilka
President
JJD/cs

Parts and equipment pricing for any/all non-consumable items that may potentially be replaced in the event of damage to, or failure of, the outdoor warning siren. Please note this is a complete Federal Signal parts list. The list may include parts not applicable to your system.

PARTS	DESCRIPTION	PRICE
10A3	CABLE, 25' PL259 MALE & ADPT	\$76.00
10A4	CABLE, 75' PL259 MALE & ADPT	\$142.00
10A5	CABLE, 35' PL259 MALE & ADPT	\$100.00
10A6	ANTENNA, ARC	\$42.00
140556A	COAX, CONNECTOR, N-MALE, CRIMP	\$11.00
148154A	FUSE, 10A	\$2.00
148A147A	FUSE, 200A, BUSS #JJN-200	\$45.00
2001-130	SIREN, DC, ROTATING, 130 dB	\$8,190.00
2001-240	STEP DOWN, 240VAC TO 120 V	\$480.00
2001AC	SIREN CONTROL, 2001AC	\$2,155.00
2001HR	HOLDING RELAY, LAND LINE OPTION	\$345.00
2001TRBP	TRANSFORMER RECTIFIER PLUS	\$1,890.00
2001TRBP-480	TRANSFORMER RECTIFIER PLUS 480V	\$1,975.00
2001TRBP-KIT	KIT, TRANSFORMER RECTIFIER PLUS	\$415.00
2005240F-01	RECR MOD LOWBAND	\$580.00
2005240F-02	RECR MOD HIGHBAND	\$525.00
2005240F-02N	RECR MOD VHF, NARROW	\$650.00
2005240F-03	RECR MOD UHF BAND	\$635.00
2005240F-03N	RECR MOD UHF, NARROW	\$750.00
2005263B	PCBA, FCM CONTROLLER PLUS	\$1,235.00
8247A020	BRUSH & SPRING, (1 PC EA - MODEL 2 NEEDS 2)	\$10.00
8402B073C	CHARGER. ASSY. 13VDC	\$160.00
8549A193A	LIGHTNING PROTECTOR AC	\$75.00
ACFCTBD	CNTL, DIGITAL, 2-WAY, NO RADIO	\$5,565.00
ACFCTBDH	CNTL, DIGITAL, 2-WAY, HIGH BAND	\$6,590.00
ACFCTBDU	CNTL, DIGITAL, 2-WAY, UHF	\$6,640.00
AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$122.00

PARTS	DESCRIPTION	PRICE
AMB-RP164	ANTENNA MOUNTING BRACKET FOR RP164 PC OR WALL	\$63.00
AMB-W	ANTENNA MOUNTING BRACKET, WALL	\$126.00
BSH	BASE STN. RADIO,VHF	\$2,800.00
BSU	BASE STN. RADIO, UHF	\$2,900.00
DCB	DC SIREN CONTROL	\$3,655.00
DCFCB	CNTRL, DC, ONE-WAY	\$4,700.00
DCFCBH	CNTL, DC, ONE-WAY, HIGH BAND	\$5,020.00
DCFCBL	CNTL, DC, ONE-WAY, LOW BAND	\$5,020.00
DCFCBU	CNTL, DC, ONE-WAY, UHF BAND	\$5,020.00
DCFCTBD	CNTRL DIGITAL, NO RADIO	\$5,565.00
DCFCTBDH	CNTRL DIGITAL,HIGH BAND	\$6,590.00
DCFCTBD-IP	CNTRL DIGITAL,IP ENABLED	\$6,195.00
DCFCTBDU	CNTRL DIGITAL, UHF BAND	\$6,640.00
DCFCTB-LL	CNTRL 2-WAY, LAND LINE	\$6,195.00
ECLIPSE8	SIREN, DC, OMNI DIR.W/HORNS	\$5,400.00
ECLIPSENH	SIREN, DC, OMNI DIR.NO HORN	\$4,975.00
FC	SRN. CNTL. NO RADIO	\$1,365.00
FCH	SRN.CNTL. HIGH BAND RADIO	\$1,735.00
FCL	SRN. CNTL. LOW BAND RADIO	\$1,735.00
FCTBD	CNTL, 2-WAY,NO RADIO,DIGITAL	\$3,360.00
FCTBDH	CNTL, 2-WAY,HIGH BAND,DIGITAL	\$4,255.00
FCTBD-IP	CNTL, BROADBAND, NO RADIO	\$3,675.00
FCTBDU	CNTL, 2-WAY,UHF BAND,DIGITAL	\$4,305.00
FCTB-LL	CNTL, 2-WAY,LAND LINE	\$4,410.00
FCU	SRN. CNTL., UHF RADIO	\$1,735.00
FS-PL1	PRIVATE LINE TCS/DCS	\$147.00
FS-PL2	PRIVATE LINE, LOW TCS/DCS	\$147.00
FSPWARE	SOFTWARE, FED. PROGRAMMER	\$175.00
HTR2	HEATER, 2 BATTERY OPTION	\$240.00
HTR4	HEATER, 4 BATTERY OPTION	\$355.00

IK-BATT-STD	DEEP CELL BATTERY, STANDARD	\$100.00
PARTS	DESCRIPTION	PRICE
OMNI-1	ANTENNA, 140-144MHz VHF	\$370.00
OMNI-2	ANTENNA, 144-148MHz VHF	\$370.00
OMNI-3	ANTENNA, 148-152MHz VHF	\$370.00
OMNI-4	ANTENNA, 152-156MHz VHF	\$370.00
OMNI-5	ANTENNA, 156-162MHz VHF	\$370.00
OMNI-6	ANTENNA, 162-168MHz VHF	\$370.00
OMNI-7	ANTENNA, 168-174MHz VHF	\$370.00
OMNI-8	ANTENNA, 220-225MHz VHF	\$370.00
PBS-4	PUSH BUTTON STATION, 4 BUTTONS	\$645.00
PVS220W-48	SOLAR POWER OPTION, DC	\$4,670.00
Q-AMBTOP	ANTENNA MTG BRACKET TOP	\$525.00
Q-BSA	BRUSH, SPRING ASSEMBLY REPLACEMENT	\$310.00
Q-DCCONVERTER	DC KIT, DC-DC CONVERTER	\$350.00
Q-DC-IP	DC BROADBAND KIT	\$1,100.00
Q-E8	ECLIPSE HORNS KIT, UPGRADE TO E-8	\$1,365.00
Q-FCMH	SERVICE KIT, FC UPGRADE TO	\$1,570.00
Q-FCMH-N	SERVICE KIT, FC UPGRADE TO	\$1,570.00
Q-FCML	SERVICE KIT, FC UPGRADE TO	\$1,570.00
Q-FCMU	SERVICE KIT, FC UPGRADE TO	\$1,570.00
Q-FCMU-N	SERVICE KIT, FC UPGRADE TO	\$1,570.00
Q-FCT-IP	FCT BROADBAND KIT	\$890.00
Q-MC1-2RH	RETRO FIT KIT ONE-WAY TO TWO-WAY HIGH BAND	\$2,750.00
Q-MC1-2RU	RETRO FIT KIT ONEWAY TO TWO-WAY UHF	\$2,855.00
Q-MC1R	RETRO FIT KIT ONEWAY TO ONE-WAY	\$1,175.00
Q-MC2R	RETRO FIT KIT TWOWAY TO TWO-WAY	\$1,175.00
R303008	COAX, LMR400, PER FOOT	\$3.00
R305081A	24 Cond. 14Ga Cable (10 ft. min) per ft.	\$11.00
R305117A	4 Cond. 14Ga Cable (10 ft. min) per ft.	\$3.00
R305118A	12 Cond. 14Ga Cable (10 ft. min) per ft.	\$5.00

SFCD10	COMMA. ER SOFTWARE, PRGMNG, 10 SITES	\$2,600.00
PARTS	DESCRIPTION	PRICE
SFCD25	COMMANDER SOFTWARE, PRGMNG, 25 SITES	\$5,850.00
SFCD255	COMMANDER SOFTWARE, PRGMNG, 255 SITES	\$8,550.00
SFCDCLNT	COMMANDER TCP/IP CLIENT - 5 SEATS	\$4,200.00
SFCDCLNT-W	COMMANDER 1 YEAR EXTENDED WARRANTY	\$770.00
SFCD-IO	IO OPTION FOR COMMANDER	\$2,095.00
SFCD-MODEM	MODEM FOR COMMANDER DIAL OUT FEATURE	\$120.00
SFCDUPI	COMMANDER UPGRADE, SFCDWARE 10-25	\$2,800.00
SFCDUPII	COMMANDER UPGRADE, SFCDWARE 25+	\$2,800.00
SFCD-VUP10	COMMANDER VERSION, UPGRADE UP TO 10	\$0.00
SFCD-VUP25	COMMANDER VERSION, UPGRADE, 11 TO 25	\$0.00
SFCD-VUP255	COMMANDER VERSION, UPGRADE, 26 TO 255	\$0.00
SFCD-W10	COMMANDER WARRANTY, UP TO 10 USER	\$715.00
SFCD-W25	COMMANDER WARRANTY, 11 TO 25 USER	\$825.00
SFCD-W255	COMMANDER WARRANTY, 26 TO 255 USER	\$825.00
SK1-120	SENSE KIT, 1-PH, 120VAC	\$132.00
SK1-240	SENSE KIT, 1-PH, 240VAC	\$132.00
SK3-240	SENSE KIT, 3-PH, 240VAC	\$255.00
SK3-480	SENSE KIT, 3-PH, 480VAC	\$275.00
SK-3M	CUR SENSE, 3 MOTOR, AC, KIT	\$680.00
SK-DCM-C	DC CURRENT SENSOR, CHOPPER	\$175.00
SK-DCM-R	DC CURRENT SENSOR, ROTATOR	\$175.00
SK-SM	CUR SENSE, 1 MOTOR, AC, KIT	\$240.00
SS2000	1-WAY CNTL, DESK MOUNT	\$2,115.00
SS2000D	DIGITAL 2-WAY CNTL, DESK MT	\$3,390.00
SS2000DR	DIGITAL 2-WAY CNTL, 19" RACK MT	\$3,390.00
SS2000R	1-WAY CNTL, 19" RACK MT	\$2,115.00
SS2000T	2-WAY CNTL, DESK MOUNT	\$3,800.00
SS2000TR	2-WAY CNTL, 19" RACK	\$3,800.00
SSP	PRINTER, DOT MATRIX	\$870.00

PARTS	DESCRIPTION	PRICE
SSP-MINI-LP-B	MINI LASER PRINTER	\$870.00
SSP-MINI-PP	MINI LASER PRINTER, PARALLEL PORT	\$870.00
SS-REMOTE	SS2000 REMOTE ACTIVATION	\$605.00
TB-LL	TELCO BASE, LAND LINE	\$2,575.00
X-MONFS17	MONITOR, 17" FLATSCREEN	\$730.00
X-MONFS22	MONITOR, 22" FLATSCREEN	\$890.00
X-PC-17	DESKTOP PC WITH WIN XPPRO W/ 17" MONITOR	\$2,995.00
X-PC-22	DESKTOP PC WITH WIN XPPRO W/ 22" MONITOR	\$3,150.00
X-PC-LAPVISTA	LAPTOP WITH WIN VISTA	\$3,150.00
X-PCMIC-USB	USB MICROPHONE	\$70.00
X-PC-RACK	19" RACK MOUNTED PC WITH WIN XPPRO	\$7,555.00
X-PCS-17	PC 2003 SERVER WITH 17" MONITOR	\$5,145.00
X-PCS-22	PC 2003 SERVER WITH 22" MONITOR	\$5,400.00
X-PCS-22T	PC 2003 SERVER WITH 22" TOUCH SCREEN MONITOR	\$6,040.00
X-UPS	SMART UPS 120 VOLT	\$1,460.00
X-UPS240	SMART UPS 240 VOLT	\$1,460.00
YAGI1	ANTENNA, 136-150 MHz, VHF B	\$370.00
YAGI10	ANTENNA, 450-470MHz, UHF B	\$370.00
YAGI13	ANTENNA, 806-896 MHz, BAND	\$370.00
YAGI2	ANTENNA, 150-174 MHz, VHF B	\$370.00
YAGIX800-13	ANTENNA, 806-896MHZ, 800/900	\$120.00
YAGIXU-10	ANTENNA, 450-470MHZ, UHF	\$120.00

PAR. IV – METHOD OF OPERATION

DESCRIPTION OF DESIRED MAINTENANCE, INSPECTION AND REPAIR

1. Complete Visual Inspection of Each Unit:
 - 1.1. Pole condition and level
 - 1.1.1. Observe pole for any shifting or leaning (Pole should be perpendicular to the ground with no obvious bends)
 - 1.1.2. Re-seal any holes in the pole to ensure water cannot enter the pole
 - 1.1.3. Ensure any bolts, nuts, and other mounting hardware used to secure the pole are free of corrosion and are tight
 - 1.2. Pier condition
 - 1.2.1. Check for major cracks in concrete, earth shifts, etc.
 - 1.3. Grounding of cabinets, antennas, a/c transformers and electrical boxes
 - 1.3.1. Ensure ground rods are buried and properly connected
 - 1.3.2. Electrical conduits, antenna coax and antennas
2. Mechanical Maintenance and Inspection:
 - 2.1. Inspection and repair of siren head wire connections, gears, gearboxes, motor brushes, collector rings, slip clutch, belt condition replacement if needed and fluid levels
 - 2.2. Inspection of all internal relays, control relays current and rotate sensors, cabinet
 - 2.3. Visual inspection of all wiring
 - 2.3.1. Record reading on the time meters, if applicable.
 - 2.3.2. Run siren on “Silent Test” and check motor amperage for sirens utilizing single or three phase power
 - 2.3.3. Verify proper amperage, voltage, and other electrical measurements for DC powered sirens
 - 2.3.4. Use siren activation control board for testing.
 - 2.3.5. Check contacts, relays, and other electrical equipment for wear and suggest replacement if needed
 - 2.3.6. Remain in contact with the City during audible testing, if required. *City Approval is required prior to performing any audible testing, to “Quiet” or “Growl” tests.*
 - 2.3.7. Re-torque, as necessary, all terminal connectors, and other connectors for proper tightness.
 - 2.3.8. Measure transformer rectifier voltage, if applicable.
3. Lubrication of Siren Components:
 - 3.1. Grease and add oil to gear boxes, and grease all points as needed
 - 3.1.1. Lubricate all pad locks at each location if needed to ensure proper operation of locking mechanisms
4. Communications and RF Controllers:
 - 4.1. Inspect and test communication from all control points and make any adjustments for proper operation
 - 4.1.1. Check transceiver audio level
 - 4.1.2. Check receive level adjustments
 - 4.1.3. Confirming controller auto-reporting (Via intrusion and AC line voltage sensors)
 - 4.2. Check and reset (when necessary) modulation levels
5. Inspection and Maintenance of Batteries and Battery Chargers:
 - 5.1. Siren Batteries

- 5.1.1. Replacement of any set that found to be deficient at the time of annual preventative maintenance visit or during a field service call.
- 5.1.2. Replace all batteries in each siren every three (3) years
 - 5.1.2.1. Battery replacement cost shall be factored into overall price per siren.
- 5.1.3. Batteries will be provided by the City of Mesquite unless under warranty from manufacturer.

However, City staff can authorize the proposer to purchase through their vendor of choice, depending on which cost is most advantageous to the City.
- 5.1.4. Proposer should include in the annual Preventative maintenance report the status of each siren batteries, to including date of installation and expected replacement date.
- 5.1.5. Battery replacement should be all or none for each siren location.
- 5.2. Battery Chargers
 - 5.2.1. Check battery chargers charge setting and adjusting when needed.
 - 5.2.2. Measure charger input and output voltages,
 - 5.2.3. Measure the voltage of each battery separately.
 - 5.2.4. Load test each battery separately and replace if necessary.
 - 5.2.5. Ensure that all batteries are properly marked with installation date and suggested replacement date (based on 3 year replacement schedule).
 - 5.2.6. Insure battery charger is charging batteries properly as designed.
 - 5.2.7. Inspect battery terminal connections and clean if necessary.
 - 5.2.8. Re-apply silicone coating to battery terminals if necessary.
- 5.3. Solar Panels
 - 5.3.1. Inspect solar panels and solar chargers (where applicable).
 - 5.3.2. Clean off solar panels to ensure proper sun exposure.
 - 5.3.3. Insure solar panels are properly connected to siren pole.
 - 5.3.4. Insure solar panels are free from defects.
 - 5.3.5. Insure electrical connectivity to solar panels is secure.
 - 5.3.6. Clean solar panels using warm water and dishwashing detergent. DO NOT use abrasive cleaners. Use soft cloth to scrub difficult to remove dirt and debris.
- 6. A/C Transformer/Rectifier:
 - 6.1. Inspection and operation testing
 - 6.2. With the AC service turned on, measure voltage to ensure it is operating within recommended range.
 - 6.3. Confirm that K# is energized.
 - 6.4. Shut off the service disconnect and confirm that K3- de-energizes.
- 7. Control/Activation Points:
 - 7.1. Visit each control point checking operation and condition of the computer and the SS2000D encoder.
 - 7.2. Checking and setting modulation levels of SS2000D encoder.
 - 7.3. Inspection of antennas at control points.
- 8. Siren cabinets:
 - 8.1. Replace Desiccant/Silica Gel packs in each control cabinet for proper moisture control annually)
 - 8.2. Inspect cabinet for sign of corrosion or water damage and make minor repairs as necessary.
 - 8.3. Inspect door gaskets and ensure that a tight seal is made, replace if faulty.

- 8.4. Inspect any locking mechanisms and ensure that doors, plates, and other associated pieces have proper screws, bolts, and other mounting hardware required to hold such devices in place.
 - 8.5. Ensure that cabinetry is securely fastened to the mounting surface, tighten as necessary.
 - 8.6. Lubricate locks, security bolts, hinges, or other moving parts that allow cabinets to operate properly.
 - 8.7. Insure all control buttons in siren perform as designed.
 - 8.8. Check amplifiers to insure they perform as designed. NOT REQUIRED.
 - 8.9. Inspect motherboard for connectivity, damage, and other issues.
 - 8.10. Verify cabinet is grounded properly.
 - 8.11. Inspect electrical AC service for blown fuses, damage, and corroded connections.
 - 8.12. Inspect cabinet for foreign materials, rodents, or other pests.
 - 8.13. Inspect and clean all drain holes and vent screens.
 - 8.14. Record findings for Control Cabinet.
9. Additional Requirements:
- 9.1. The response time shall be no greater than 72 hours from the time of notification of issue.
 - 9.1.1. During the months of severe weather season (March – May) response time shall be no greater than 24 hours.
 - 9.2. This agreement will include one annual visit to each site and control point to perform the above detailed maintenance and necessary adjustments.
 - 9.2.1. Visits shall be scheduled with the Mesquite Office of Emergency Management between November and February of each year.
 - 9.3. Any parts used to perform repairs can be provided by the City or they can be provided by The contractor depending on the item in question. Proposer should check with the Office of Emergency Management prior to purchase.
 - 9.3.1. This contract accounts for the minor equipment to make repairs such as grease, connectors, inspection tools, etc.
 - 9.3.2. Not included in this are parts for major repairs or items under warranty.
 - 9.3.3. Major repairs when identified should be reported to the City of Mesquite Office of Emergency Management prior to repair
10. Photo Documentation
- 10.1. The City of Mesquite Fire Department Office of Emergency Management will require that photos be taken of each of the above listed components and added to the Annual Preventative Maintenance Report. Additionally, we request that before and after photos are taken of any work performed.
11. Annual Preventative Maintenance Report
- 11.1. The City of Mesquite Office of Emergency Management will require that an Annual Preventative Maintenance Report be compiled which includes the component review as detailed in this document, any comments, photos and any work performed. (The report shall contain the date of visit, any issues that are observed, resolution of the issue, if City Staff was notified of repairs not covered in the preventative maintenance agreement, etc.)

PART V – REPORTS

The Preventative Maintenance Program we have proposed to the City of Mesquite includes a site specific report for each location covered under this agreement. Our technician will fill out a Field Copy as they complete the inspection and preventative maintenance at each location. This Field Copy is then forwarded back to our office and incorporated into a computer generated report form. These site forms will be submitted back to the City along with an invoice for the work we have performed under the agreement. This assures that the City will have an accurate report for each location every year and allows us to maintain a historical database on the system. This is a significant benefit in helping identify and mitigate system problems which may occur over the course of our agreement with the City.

PART VI – INSURANCE

We have attached here copies of our insurance coverage as requested in your RFP.

MESQUITE

T E X A S

1887-2012

CELEBRATING 125 YEARS OF HISTORY

REQUEST FOR PROPOSALS (RFP) NO. I051-2012

CLOSING DATE AND TIME: FEBRUARY 9, 2012 - 2:00 P.M.

ANNUAL PREVENTIVE MAINTENANCE OF OUTDOOR WARNING SIRENS

PROPOSALS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas invites mailed, hand delivered or faxed bids, from all qualified vendors desiring to furnish the City with the Annual Preventive Maintenance of Outdoor Warning Sirens, complying with the following specifications as listed herein.

Address bids to Michele Brand, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "RFP NO. I051-2012; Annual Preventive Maintenance of Outdoor Warning Sirens," so that the bids will not be opened until the appointed hour. Bids may be submitted by courier or hand delivered to Michele Brand, Manager of Purchasing, City of Mesquite, 1515 N. Galloway, Mesquite, Texas 75149. Bids may also be faxed to 972-216-6397. Bids submitted must be received before bid closing on Thursday, February 9, 2012 at 2:00 p.m.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal you may contact Michele Brand, Manager of Purchasing, at 972-216-6394. For technical questions, contact Raymond M. Rivas III, Emergency Management Coordinator, at 972-216-6317.
2. If you do not intend to bid on this project, please complete the bottom portion of the bid sheet, mark bid sheet "NO BID" and return form to the Purchasing Department. Your assistance in this matter is greatly appreciated.
3. **Protection of Resident Workers:** The City of Mesquite actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
4. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and

save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

5. Mailed proposals must be received as one (1) original, four (4) copies and one (1) copy on CD, prior to the closing date and time to be considered. Mailed proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
6. Proposers shall complete the Disadvantaged Business/HUB Vendors statement in the proposal. If applicable, proposers shall provide a copy of their current certificate.
7. Proposers shall complete the non-collusion statement included in the bid.
8. All proposals must be signed by an authorized representative of the company.
9. The prices quoted in this bid proposal shall be F.O.B. Mesquite, Texas 75149.
10. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
11. The City of Mesquite reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.
12. Specifications, proposal forms and instructions to proposers are attached hereto. The City is not responsible for any vendor's costs associated in the preparation of their proposal.
13. All questions must be answered completely and all documentation requested must be submitted with the proposal.
14. Any proposal received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.
15. The Contract form is included for Proposer's information so that Proposers may be familiar with the content and requirements. Proposer shall not fill in or execute the form at time of proposal submittal. Upon award of the bid proposal the awarded vendors will be required to execute the contract.
16. In accordance with State Law, "proposals shall be opened in a manner that avoids disclosure of the contents to competing offers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection."
17. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the evaluation committee, firms submitting responses may be requested to make oral presentations as part of the evaluation process.
18. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Mesquite or successful proposer.
19. Prices shall be filled in and extended on the proposal sheet, if applicable. In case of discrepancy between the unit price and the extension, the unit price will be taken.

20. Proposer shall complete all information requested and blanks provided shall be filled in on the item response form. Failure to completely describe the merchandise being bid may result in rejection of your bid.
21. The City is exempt from all sales and excise taxes.
22. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.
23. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid proposal amount.
24. Award of contract shall be made on an "all or none" basis at the discretion of the City of Mesquite.
25. Orders shall be placed on an as-needed basis at the discretion of the City of Mesquite.
26. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
27. All proposers must submit, with bid proposal, a completed W-9 form.
28. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite Yes No.

29. Price quoted shall prevail for the entire term of the contract; one (1) year starting after proposal is awarded by City Council to the successful proposer. A renewal option is included as a part of this proposal for an additional two (2) one-year periods, renewable on anniversary of the original date, provided proposer can maintain proposal prices and both parties are in mutual agreement.
30. All proposers must submit, with proposal, proof of their current coverage under insurance policies for General Liability and Worker's Compensation. Proof shall be by submission of copies of current policies or current Certificates of Insurance. Proof must include the effective dates of coverage. The fact that a proposer has previously submitted a Certificate of Insurance with another department, or for another contract through this department, is not acceptable as proof of having coverage, and will not satisfy this requirement.
31. Award of RFP does not have to go to the lowest responsible proposal, but to the best-quoted proposal. Award of a contract may be made without discussion with proposer's after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The City reserves the right to void the purchase order if the successful proposer has not performed within the date specified by the proposers response.
32. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the City's request.

33. This project is being evaluated utilizing a "Best Value" method. Bid will be awarded using the Selection Criteria detailed in the invitation to bid documents.

SPECIAL PROVISIONS

1. Price escalation: The City of Mesquite favors fixed pricing. However, due to escalating fuel prices, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful Proposer for a price escalation equivalent to the percentage increase of materials. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first 90 days of the contract period; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; 3) The City reserves the right to accept or reject the price increase; and 4) If the price increase is rejected, the Contractor shall provide the materials at the contracted price or may cancel the contract for the remaining term.

2. **DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS**

Bidder shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Bidder is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder pursuant to any awarded contract.

The attached Conflict of Interest Questionnaire shall be submitted with the bid submittal.

3. The successful proposers rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
4. Any interpretations, corrections or changes to this Request for Proposals and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Mesquite. Proposers shall acknowledge receipt of all addenda on bid form.
5. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
6. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
7. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.

8. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals, and to re-solicit for proposals.

9. Proposers shall submit a total of three (3) references.

10. Proposers shall fill out the following required documents, as noted in the bid proposal.

- Disadvantaged Business Enterprises Only (DBE)
- Non-collusion Statement
- Conflict of Interest Questionnaire
- W-9 Form
- Proof of Insurance or Insurance Affidavit
- Qualifications/References

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Mesquite's bid proposal process. The Purchasing Office will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of proposal procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification. The City of Mesquite recognizes the certifications of both the State of Texas Procurement and Support Services HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program
Texas Procurement and Support
Services
PO Box 13186
Austin, TX 78711-3186
888-863-5881

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
817-640-0606

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

West Shore Services, Inc.
Firm Name Submitting Proposal

Jeff DuPillka
Representative

President
Title of Authorized Representative

6630 Lake Michigan Dr.
Address P.O. Box 188

Allendale, MI 49401
City, State, Zip

616 895-4347
Telephone Number

616 895-7158
Telefax Number

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise
- None of the Above

Non-collusion Statement

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid proposal.

Name of Company West Shore Services, Inc.

Address 6620 Lake Michigan Dr., P.O. Box 188
Allendale, MI 49401

Phone 616 895-4347

Fax 616 895-7158

Proposer (Signature) Jeff DuPilka

Proposer (Print Name) Jeff DuPilka

Position with Company President

Signature of
Company Official
Authorizing This Proposal Jeff DuPilka

Company Official
(Printed Name) Jeff DuPilka

Official Position President

TO ALL VENDORS CONDUCTING BUSINESS WITH THE CITY OF MESQUITE

RE: DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

Chapter 176 is a relatively new ethics law that was enacted by HB 914 in 2005. It requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. After the law was implemented, city officials and others realized that it created several unintended consequences. Consequently, the bill's author sought an opinion from The Texas Attorney General to clarify many provisions of Chapter 176. In response, the Attorney General's Office released Opinion Number GA-0446, which indicated that changes to the law would be desirable. In response, the legislature passed HB 1491 during the 2007 regular legislation session. The bill became effective on May 25, 2007.

Chapter 176 defines a "vendor" as any person who enters or seeks to enter into a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer's family member would include the officer's spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

1) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or

2) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1) the date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or

2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

NA

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

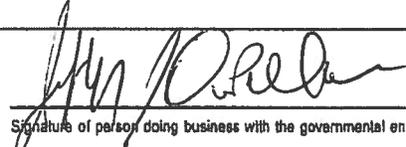
N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

N/A

D. Describe each employment or business relationship with the local government officer named in this section.

4 
Signature of person doing business with the governmental entity

2/7/12
Date

President

Adopted 06/29/2007

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above West Shore Services, Inc.	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 6620 Lake Michigan Dr., P.O. Box 188	
City, state, and ZIP code Allendale, MI 49401	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
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3	8	2	2	6	3	9	9	7	

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>4/26/11</u>
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Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/Estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity theft may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or person) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethics officer at 972-329-8723. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Ted Barron
City Manager

INSURANCE

A. AMOUNTS OF INSURANCE

Contractor agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract.

<u>Type</u>	<u>Amount</u>
1. <u>Worker's Compensation -</u> and <u>Employer's Liability</u>	<u>Statutory Limits</u> \$100,000 per occurrence
2. <u>Commercial (Public Liability),</u> <u>including but not limited to:</u> A. Premises/Operations B. Independent Contractors C. Personal Injury D. Products/Complete Operations E. Contractual Liability (insuring above indemnity provisions)	<u>Bodily Injury:</u> \$500,000 per person \$1,000,000 per occurrence and <u>Property Damage:</u> \$500,000 per occurrence with <u>general aggregate</u> of \$1,000,000
3. <u>Business (Commercial)</u> <u>Automobile Policy:</u>	Combined Single Limit/ \$500,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

B. OTHER INSURANCE REQUIREMENTS

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

For any pesticide spraying performed, the City of Mesquite will require the successful Proposer to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The Contractor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance.
3. Be provided with an unconditional 30 days advance written notice of cancellation or material change.

4. Prior to execution of this Agreement, be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. Additional Worker's Compensation Insurance Requirements

1. Definitions:

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

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

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

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The contract shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

**CITY OF MESQUITE PROPOSERS/PROPOSER'S INSURANCE
REQUIREMENTS AFFIDAVIT**

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT/BROKER

I, the undersigned agent/broker, certify that the insurance requirements contained in this bid proposal document have been reviewed by me with the below identified proposer. If the below identified proposer is notified of being apparent low proposer by the City of Mesquite, I will be able to, within five (5) business days after being notified of such, furnish a valid insurance certificate to the City of Mesquite in the form provided by the City containing coverage as follows: Worker's Compensation for the statutory amounts, Commercial General Liability with coverage of \$500,000 per occurrence and \$1,000,000 annual aggregate for bodily injury, death and property damage written on an occurrence basis, and Comprehensive Automobile Liability covering owned, non-owned and hired vehicles with a combined single limit coverage of \$500,000 for bodily injury, death or property damage written on an occurrence basis.


AGENT (SIGNATURE)

KEITH TUBERGEN
AGENT (PRINT)

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

NAME OF AGENT/BROKER: THE CAMPBELL GROUP

ADDRESS OF AGENT/BROKER: 5664 PRAIRIE CREEK DR.

CITY/STATE/ZIP: CALEDONIA MI 49316

AGENT/BROKER TELEPHONE NO.: 616-541-1468

DATE: 2-7-12

PROPOSER'S/PROPOSER'S NAME: West Shore Services, Inc.

Ally J. Dillha president

NOTE TO AGENT/BROKER

If the time requirement stated above is not met, the City has the right to reject this bid/proposal and award the contract to another Proposer/proposer.

EVALUATION CRITERIA AND FACTORS

Award: The City of Mesquite shall award the bid proposal to the lowest responsible proposer or to the proposer who provides goods or services at the best value for the City. In determining the "best value," the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

PROPOSAL AWARD CRITERIA:

- 1.) the purchase price;
- 2.) the reputation of the bidder and of the bidder's goods or services;
- 3.) the quality of the bidder's goods or services;
- 4.) the extent to which the goods or services meet the municipality's needs;
- 5.) the bidder's past relationship with the municipality;
- 6.) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and on-profit organizations employing persons with disabilities;
- 7.) the long-term cost to the municipality to acquire the bidder's goods or services and;
- 8.) any relevant criteria specifically listed in the request for bids or proposals.

The following criteria shall be used to evaluate the proposals.

Price - 40 points (percent);
Responsiveness to RFP Requirements - 30 points (percent);
Proposer's Background and Qualifications - 20 points (percent);
References - 10 points (percent);

Each vendor is responsible for submitting all relevant, factual and correct information with his or her bid proposal. The evaluation committee will assign a ranking score to each vendor based on the available data. If additional sheets are attached to the bid proposal specification package, the proposer shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

Price - (40 points) the bidder with the lowest price receives the maximum score. The proposer with the next lowest price receives points based on dividing its price into the next lowest price and multiplying that percentage by the available points. For example, assume \$40,000 is the low offer, then that proposer would receive 40 points ($\$40,000/\$40,000=1.00 \times 40=40$). Assume \$35,000 is the next low offer, then that bidder would receive 35 points ($\$40,000 \div \$35,000 = .875 \times 40=35$), etc.

Responsiveness to RFP Requirements - (30 points) 30 points will be the maximum point value given to the proposer. The proposers' point value will be based on their measured score. Evaluation of the proposer's measured score for their responsiveness of the information required that is to be submitted in the proposal. For example, assume \$30,000 is the low offer, then that proposer would receive 30 points ($\$30,000/\$30,000=1.00 \times 30=30$). Assume \$35,000 is the next low offer, then that proposer would receive 25.7 points ($\$30,000 \div \$35,000 = .875 \times 30=25.7$), etc.

Proposer's Background and Qualifications: - (20 points) 20 points will be the maximum point value given to the proposer. The proposers' value will be based upon their measured score. The evaluation of the proposer's measure of successful past relationship with the City of Mesquite will be one of the factors in scoring. If the vendor has never done business with the City of Mesquite, consideration shall be given for contracts with other municipalities or other government entities. Assume \$20,000 is the low offer, then that proposer would receive 20 points ($\$20,000/\$20,000=1.00 \times 20=20$). Assume \$25,000 is the next low offer, then that proposer would receive 16 points ($\$20,000 \div \$25,000 = .80 \times 20=16$), etc.

References - (10 points) 10 points will be the maximum point value given to the proposer with information provided by the proposers' references. For example, assume \$10,000 is the low offer, then that proposer would receive 10 points ($\$10,000/\$10,000=1.00 \times 10=10$). Assume \$15,000 is the next low offer, then that proposer would receive 6.6 points ($\$10,000 \div \$15,000 = .66 \times 10=6.6$), etc.

Negotiations may be conducted with responsible proposers who submit proposals determined to be susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

PROPOSAL CONTENT

RFP shall be awarded to the best-quoted proposal. The proposals will be evaluated on the factors outlined under the Evaluation Criteria on page 18 and the top of page 19 which shall be applied to all eligible, responsive proposals in selecting the successful proposer. Award of a contract may be made without discussion with proposer's after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The City reserves the right to void the purchase order if the successful proposer has not performed within the date specified by the proposer's response.

Proposal Outline

PART I. VENDOR BACKGROUND AND QUALIFICATIONS

Include the following Vendor information: Corporate headquarter location including address and telephone number, Federal Tax ID, office which will be handling the City's account and implementation including address and telephone number, vendor team and key staff.

PART II. CUSTOMER REFERENCES

Proposal must describe the Vendor's experience in working with city governments and provide references complete with names, titles, organizations, address, telephone numbers and contact person's name. Please include at least three or more references that the City can contact, including client name, address, contact person and contact person's telephone number.

PART III. SIREN MODEL TYPE AND PER UNIT PRICE

Proposals shall state the siren type and per unit price of each make and model of each siren as indicated in the proposal.

PART IV. METHOD OF OPERATION

Proposal shall include a plan for describing the method of operation of how each siren will be checked.

PART V. REPORTS

Proposers shall indicate their ability to supply computer generated reports for Preventive maintenance within a two-week period after maintenance has been performed.

PART VI. INSURANCE

Proposers shall provide their current insurance coverage under insurance policies for General Liability and Worker's Compensation. Proof shall be by submission of copies of current policies or current Certificate of Insurance including the effective dates of coverage.

RFP SPECIFICATIONS

Overview

This portion of the document will specifically describe those items that are to be covered by the vendor providing the preventive maintenance for the Outdoor Warning Siren System. Preventive maintenance is conducted once annually on this system. Proposers are asked to bid a per unit price for each make and model of siren.

The successful proposer must provide the City of Mesquite Office of Emergency Management with a plan describing the method of operation and the order in which sirens will be checked. The City of Mesquite may choose to monitor the successful proposer's work on a whole or part basis.

Service or maintenance should be performed by qualified personnel familiar with the siren and associated controls. The successful proposer should have personnel that are certified and/or trained to specifically work on Federal Signal Outdoor Warning products.

A typed or computer generated report is required for documentation of the preventive maintenance that was performed. The list below includes items that need to be listed on the report. These reports need to be in the City of Mesquite Office of Emergency Management no later than two weeks after completion of maintenance so that payment can be made.

System description:

- Twenty-Five (25) electro-mechanical Federal Signal 2001 Outdoor Warning Sirens
- Six (6) locations operate off of solar power with battery backup
- Two (2) activation control points with SS2000D encoders and 800 MHz trunked radios
- Steel galvanized poles in concrete piers
- 15 sirens installed in 2007
- One (1) location is a shared siren with the City of Dallas

Additional Notes:

All work shall be done by the Proposer. Proposer shall furnish all labor, materials, accessories, and services necessary to perform all the work in a professional manner as per Federal Signal specifications, where applicable, and as set forth in these specifications.

DESCRIPTION OF DESIRED MAINTENANCE, INSPECTION AND REPAIR

1. Complete Visual Inspection of Each Unit:

1.1. Pole condition and level

- 1.1.1. Observe pole for any shifting or leaning (Pole should be perpendicular to the ground with no obvious bends)
- 1.1.2. Re-seal any holes in the pole to ensure water cannot enter the pole
- 1.1.3. Ensure any bolts, nuts, and other mounting hardware used to secure the pole are free of corrosion and are tight

1.2. Pier condition

- 1.2.1. Check for major cracks in concrete, earth shifts, etc.

1.3. Grounding of cabinets, antennas a/c transformers and electrical boxes

- 1.3.1. Ensure ground rods are buried and properly connected
- 1.3.2. Electrical conduits, antenna coax and antennas

2. **Mechanical Maintenance and Inspection:**
 - 2.1. Inspection and repair of siren head wire connections, gears, gearboxes, motor brushes, collector rings, slip clutch, belt condition replacement if needed and fluid levels
 - 2.2. Inspection of all internal relays, control relays current and rotate sensors, cabinet
 - 2.3. Visual inspection of all wiring
 - 2.3.1. Record readings on the time meters, if applicable.
 - 2.3.2. Run siren on "Silent Test" and check motor amperage for sirens utilizing single or three phase power.
 - 2.3.3. Verify proper amperage, voltage, and other electrical measurements for DC powered sirens.
 - 2.3.4. Use siren activation control board for testing.
 - 2.3.5. Check contacts, relays, and other electrical equipment for wear and suggest replacement if needed.
 - 2.3.6. Remain in contact with the City during audible testing, if required. *City approval is required prior to performing any audible testing, to include "Quiet" or "Growl" tests.*
 - 2.3.7. Re-torque, as necessary, all terminal connectors, and other connectors for proper tightness.
 - 2.3.8. Measure transformer rectifier voltage, if applicable.
3. **Lubrication of Siren Components:**
 - 3.1. Grease and add oil to gear boxes, and grease all points as needed
 - 3.1.1. Lubricate all pad locks at each location if needed to ensure proper operation of locking mechanisms
4. **Communications and RF Controllers:**
 - 4.1. Inspect and test communication from all control points and make any adjustments for proper operation
 - 4.1.1. Check transceiver audio level
 - 4.1.2. Check receive level adjustments
 - 4.1.3. Confirming controller auto-reporting (via intrusion and AC line voltage sensors)
 - 4.2. Check and reset (when necessary) modulation levels
5. **Inspection and Maintenance of Batteries and Battery Chargers:**
 - 5.1. **Siren Batteries**
 - 5.1.1. Replacement of any set that found to be deficient at the time of annual preventive maintenance visit or during a field service call.
 - 5.1.2. Replace all batteries in each siren every three (3) years
 - 5.1.2.1. Battery replacement cost shall be factored into overall price per siren.
 - 5.1.3. Batteries will be provided by the City of Mesquite unless under warranty from manufacturer. However City staff can authorize the proposer to purchase through their vendor of choice, depending on which cost is most advantageous to the City.
 - 5.1.4. Proposer should include in the annual Preventive Maintenance report the status of each siren batteries, to including date of installation and expected replacement date.
 - 5.1.5. Battery replacement should be all or none for each siren location
 - 5.2. **Battery Chargers**
 - 5.2.1. Check battery chargers charge setting and adjusting when needed.
 - 5.2.2. Measure charger input and output voltages.
 - 5.2.3. Measure the voltage of each battery separately.
 - 5.2.4. Load test each battery separately and replace if necessary.
 - 5.2.5. Ensure that all batteries are properly marked with installation date and suggested replacement date (based on 3 year replacement schedule).
 - 5.2.6. Insure battery charger is charging batteries properly as designed.
 - 5.2.7. Inspect battery terminal connections and clean if necessary.
 - 5.2.8. Re-apply silicone coating to battery terminals if necessary.
 - 5.3. **Solar Panels**
 - 5.3.1. Inspect Solar panels and solar chargers (where applicable).

- 5.3.2. Clean off solar panels to ensure proper sun exposure.
 - 5.3.3. Insure solar panels are properly connected to siren pole.
 - 5.3.4. Insure solar panels are free from defects.
 - 5.3.5. Insure electrical connectivity to solar panels is secure.
 - 5.3.6. Clean solar panels using warm water and dishwashing detergent. Do NOT use abrasive cleaners. Use soft cloth to scrub difficult to remove dirt and debris
6. **A/C Transformer/Rectifier:**
- 6.1. Inspection and operation testing
 - 6.2. With the AC service turned on, measure voltage to ensure its operating within recommended range.
 - 6.3. Confirm that K3 is energized.
 - 6.4. Shut off the service disconnect and confirm that K3 de-energizes.
7. **Control/Activation Points:**
- 7.1. Visit each control point checking operation and condition of the computer and the SS2000D encoder.
 - 7.2. Checking and setting modulation levels of SS2000D encoder.
 - 7.3. Inspection of antennas at control points.
8. **Siren Cabinets:**
- 8.1. Replace Desiccant/Silica Gel packs in each control cabinet for proper moisture control (annually)
 - 8.2. Inspect cabinet for signs of corrosion or water damage and make minor repairs as necessary.
 - 8.3. Inspect door gaskets and ensure that a tight seal is made, replace if faulty.
 - 8.4. Inspect any locking mechanisms and ensure that doors, plates, and other associated pieces have proper screws, bolts, and other mounting hardware required to hold such devices in place.
 - 8.5. Ensure that cabinetry is securely fastened to the mounting surface, tighten as necessary.
 - 8.6. Lubricate locks, security bolts, hinges, or other moving parts that allow cabinets to operate properly.
 - 8.7. Insure all control buttons in siren perform as designed.
 - 8.8. Check amplifiers to insure they perform as designed.
 - 8.9. Inspect motherboard for connectivity, damage, and other issues.
 - 8.10. Verify cabinet is grounded properly.
 - 8.11. Inspect electrical AC service for blown fuses, damage, and corroded connections.
 - 8.12. Inspect cabinet for foreign materials, rodents, or other pests.
 - 8.13. Inspect and clean all drain holes and vent screens.
 - 8.14. Record findings for Control Cabinet.
9. **Additional Requirements:**
- 9.1. The response time shall be no greater than 72 hours from the time of notification of issue.
 - 9.1.1. During the months of severe weather season (March – May) response time shall be no greater than 24 hours
 - 9.2. This agreement will include one annual visit to each site and control point to perform the above detailed maintenance and necessary adjustments
 - 9.2.1. Visits shall be scheduled with the Mesquite Office of Emergency Management between November and February of each year
 - 9.3. Any parts used to perform repairs can be provided by the City or they can be provided by the contractor depending on the item in question. Proposer should check with the Office of Emergency Management prior to purchase.
 - 9.3.1. This contract accounts for the minor equipment to make repairs such as grease, connectors, inspection tools etc.
 - 9.3.2. Not included in this are parts for major repairs or items under warranty
 - 9.3.3. Major repairs when identified should be reported to the City of Mesquite Office of Emergency Management prior to repair

10. Photo Documentation

- 10.1. The City of Mesquite Fire Department Office of Emergency Management will require that photos be taken of each of the above listed components and added to the Annual Preventive Maintenance Report. Additionally, we request that before and after photos are taken of any work performed.

11. Annual Preventive Maintenance Report

- 11.1. The City of Mesquite Office of Emergency Management will require that an Annual Preventive Maintenance Report be compiled which includes the component review as detailed in this document, any comments, photos and any work performed. (the report shall contain the date of visit, any issues that are observed, resolution of the issue, if City Staff was notified of repairs not covered in the preventive maintenance agreement, etc.)

Outdoor Warning Sirens Locations in Mesquite, TX

Location	Address	Facility	Siren Type	Install Date
Fire Station	2141 N. Galloway	Fire Station 5	Federal Signal 2001-130	2007
School	2701 Sybil	Rugel Elementary	Federal Signal 2001-130	2007
Fire Station	1010 Barnes Bridge	Fire Station 6	Federal Signal 2001-130	2007
School	1607 Sierra	Rutherford Elementary	Federal Signal 2001-130	2007
School	912 Lee Street @ Willowbrook	Hanby Elementary	Federal Signal 2001-130	2007
School	West Mesquite High School Field House @ Sandy Lane		Federal Signal 2001-130	2007
Park	Town East Park @ 3100 Blk. of Gus Thomasson		Federal Signal 2001-130	2007
Right-of-Way	North side of I-30, ¼ mile East of Motley Drive		Federal Signal 2001-130	2007
Right-of-Way	3198 Independence		Federal Signal 2001-130	2007
Right-of-Way	Bruton Road @ South bound 635		Federal Signal 2001-130	2007
School	1500 Creek Valley	Pirrung Elementary	Federal Signal 2001-130	2007
Right-of-Way	2000 Blk. of Wilkinson		Federal Signal 2001	1997
Right-of-Way	SW corner of Towneast Blvd. and Samuell Blvd.		Federal Signal 2001	1997
Right-of-Way	1700 Blk. of Wooded Lake		Federal Signal 2001	1997
School	707 Purple Sage Trail	Ruby Shaw Elementary	Federal Signal 2001	2001
School	2675 Cartright Road	Frank Berry Middle School	Federal Signal 2001	2001
School	2525 Helen Lane	Thompson Elementary	Federal Signal 2001	2001
Fire Station	4609 Sarazen	Fire Station 2	Federal Signal 2001	2004
Right-of-Way	1349 Barnhart Drive - TealWood	at Comstock	Federal Signal 2001	2001
Right-of-Way	4945 Kingfisher Lane - Falcon's Lair	at Goldfinch	Federal Signal 2001	2001
Right-of-Way	10150 FM 2757	FM 2757 Kaufman County	Federal Signal 2001-130	2007
Right-of-Way		Corner of Lawson Road and Old Lawson Road	Federal Signal 2001-130	2007
Airport	1340 Airport Blvd. Ste A	Airport	Federal Signal 2001-130	2007
Fire Station	410 S. Galloway Ave., Ste A	Fire Station 1	Federal Signal 2001-130	2007

QUALIFICATIONS/REFERENCES

Proposers shall provide information that exhibits similar experience working on Outdoor Warning Sirens as described in the bid proposal specifications. Experience must be a minimum of three years working on siren equipment as specified or similar design. Please provide the following information for each.

Company Name: Oakland County Contact: Tracy McGee
Address: Homeland Security Building 47
West Pontiac, MI 48341

Telephone: 248-858-1593 Fax: 248-858-5542

Product Purchased: 244 - 2001 AC/DC Two-Way Sirens Date Purchased: 1985 and ongoing

Company Name: Palisades Nuclear Energy Contact: James S. Ridley
Address: 27780 Blue Star Highway
Covert, MI 49043

Telephone: 269-764-2031 Fax: 269-764-2040

Product Purchased: 61 - 2001 AC/DC Two-Way Sirens Date Purchased: 2002 and ongoing

Company Name: Fermi Nuclear Contact: Josh Henscheid
Address: DTE Energy - Detroit Edison, P.O. Box 44440
Detroit, MI 48244

Telephone: 734-586-5323 Fax: 313 258-4918

Product Purchased: 62 - 2001 AC/DC Two-Way Sirens Date Purchased: 2004 and ongoing

NOTICE

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of contract, which the successful Proposer will be required to execute.

CONTRACT FOR PURCHASE OF GOODS AND/OR SERVICES

THIS CONTRACT is made and entered into this the _____ day of _____, 2012, by and between the City of Mesquite, Texas, a Municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Ted Barron and _____ of the City of Dallas, County of Dallas, State of Texas, hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

ANNUAL PREVENTIVE MAINTENANCE OF OUTDOOR WARNING SIRENS

for the bid sum of _____ (\$ _____), paid in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement or Contract, provisions of this Contract including General Clauses and Conditions, Special and all other Provisions, Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

V. MODIFICATION AND ASSIGNMENT

This Contract may not be altered; modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty-(30) days written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving seven-(7) days prior written notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VI. TERM

The term of this Contract shall be an initial term of one-(1) year beginning on the _____ day of _____, 2012 and ending on the _____ day of _____, 2013 unless terminated by either party under the terms set forth herein. This Contract shall automatically be renewed, without need for formal action, for two one-year terms beginning on the same day of the initial term, unless earlier terminated as provided in the contract documents.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from COMPANY'S work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

X. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

XI. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to _____, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Mailed notices shall be deemed to have been received three-(3) days after mailing.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in six (6) counterparts, each of which shall be deemed an original, the day and year first written above.

CITY OF MESQUITE
(CITY)

COMPANY

By: _____
Ted Barron, City Manager

By: _____
Signature

ATTEST:

Printed Name: _____
Printed Title: _____

By: _____
Sonja Land, City Secretary

Acknowledgment

State of Texas, County of Dallas: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of

(company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the ____ day of _____, 2____.

APPROVED AS TO FORM:

By: _____
City Attorney or designee

Notary Public in and for the State of Texas

Issue

Hold a public hearing and take no action on the application of ALLEN AND LOUCKS VENTURE, L.P. requesting approval of an SUP (Specific Use Permit) to allow a Drive-through window for a Del Taco on property zoned PD (Planned Development) District No. 09-02-784 for Retail Uses on property located at 102 N. Murphy Road, NE corner of FM 544. (ZF 2012-02)

Considerations

On June 25, 2012, the Planning & Zoning Commission considered the SUP item. Notice for this public hearing was then published and delivered to the property owners for this public hearing. Therefore, the predicate for conducting this public hearing has been met and the public hearing should proceed. Due to issues involving the June 25, 2012 Planning & Zoning Commission meeting for this item, it will be readdressed by the Planning & Zoning Commission on July 23, 2012, before being forwarded to the City Council for its consideration.

Staff Recommendation

Staff recommends holding a public hearing only. No action can be taken on this item.

Attachments

N/A

Issue

Hold a public hearing and consider and/or act upon approval of an ordinance authorizing a SUP (Specific Use Permit) for a Hospital Facility and approval of a Concept Plan on the property zoned NS (Neighborhood Service) District and located at the northeast corner of FM 544 and Heritage Parkway.

Staff Resource / Department

Kristen Roberts, Director of Economic and Community Development

Summary

The applicant is proposing to construct a hospital facility and professional offices, on the subject property. A hospital facility is only allowed by SUP (Specific Use Permit) in the NS (Neighborhood Service) District. The proposed development would meet all development standards; however, a SUP is required for the proposed use on the first floor of this two story building. The second floor would be Baylor affiliated doctors' offices.

Background

The applicant is proposing to construct a hospital facility and professional offices, on the subject property. A hospital facility is only allowed by SUP (Specific Use Permit) in the NS (Neighborhood Service) District. Professional offices are an allowed use. Therefore, the applicant is requesting approval of a SUP (Specific Use Permit) to allow a hospital facility. As part of the request, the applicant is requesting approval of a Concept Plan. The subject property is undeveloped. The subject property has an area of 3.69 acres, is bordered by single family to the east, a child care facility to the north, Heritage Parkway to the west and FM 544 to the south.

The applicant did submit an application to the Planning & Zoning Commission on January 23, 2012. The application, in its format at the time, was denied. The applicant chose not to appeal the decision to City Council. The applicant did meet with City staff following the Commission decision and discussed details and opportunities for improvement to their submittal.

In 2007, the City Council approved a SUP for a senior living facility on this site and subsequently approved a construction plat and site plan for the site in 2008. This development did not come to fruition.

Current Zoning District

The subject property is zoned NS (Neighborhood Service) District. The NS (Neighborhood Service) District is established to provide areas for limited local neighborhood, low intensity retail and service facilities for the retail sales of goods and services. These shopping areas should utilize established landscape and buffering requirements. The NS (Neighborhood Service) District should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes, but it can also act as a buffer against residential areas.

Development of this property is restricted to only those uses listed allowed in the NS (Neighborhood Service) District. A site plan, landscape plan and elevations shall be submitted for all or any part of the land with the area governed by the proposed Concept Plan.

Permitted Uses and Uses allowed by Special Use Permit in the NS District are included in the Use Chart attached.

Considerations

1. The applicant is proposing to construct a hospital facility and professional offices on the subject property. Hospital facility is not listed as an allowed use for the NS District and therefore must be approved as a specially permitted use. As required for SUP application, a Concept Plan has been included for consideration as well. The subject property is undeveloped.
2. Since February 2012, the applicant has met directly with City staff, including the City Manager and Director of Economic and Community Development as well as Windy Hills Farms HOA Board and HOA members (3 meetings).
3. The applicant has worked to address concerns expressed by City staff, surrounding homeowners and the Planning & Zoning Commission; no variances are being requested.
4. Upon Landscape Plan submittal (site plan process), a deeper landscape buffer must be included on the back north and east property boundaries with a minimum of 10' and shown as dense landscaping given its proximity to the surrounding property owners. The Concept Plan does identify this buffer.

The applicant will meet this requirement.

5. A public hearing notification published in the newspaper as well as notification mailed to the property owners included in the required 200 feet notification radius.
6. There is an existing monument sign on the subject property that advertises the Windy Hill Farms subdivision. The Code of Ordinances does not allow more than one monument sign per business nor does it allow off-site advertising (i.e. – the Windy Hill Farms HOA does not own the subject property. The applicant is requesting as part of this SUP (Specific Use Permit) application, that the Windy Hill Farms subdivision sign remain.

The applicant has also agreed to upgrade the sign.

Board Discussion/Action

On June 25, 2012, the Planning & Zoning Commission held a public hearing with one Windy Hill Farm resident speaking in favor of this development. No other residents spoke on this

item. After lengthy discussion with the applicant, the Commission voted to approve the SUP and the Concept Plan with conditions to limit the use to exclude trauma facilities as defined by the state and to limit the area to 40,000 sq. ft. overall. Motion passed 6-1. The Planning & Zoning Commission held a Special Meeting on July 10, 2012, and voted unanimously to ratify this approval.

Staff Recommendation

Motion to approve the application of Forestar (USA) Real Estate Group, Inc. approving a SUP (Specific Use Permit) for a Hospital Facility and approval of a Concept Plan on the property zoned NS (Neighborhood Service) District and located at the northeast corner of FM 544 and Heritage Parkway with conditions to limit the use to exclude trauma facilities as defined by the state and to limit the overall area of the facility to 40,000 square feet.

Attachments

Ordinance

Concept Plan

Use Chart - Non Residential Uses

Resident Reply to mailed notice

ORDINANCE __-__-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE AND MAP, CHAPTER 86 OF THE CITY OF MURPHY CODE OF ORDINANCES BY APPROVING A SPECIFIC USE PERMIT FOR A HOSPITAL FACILITY ON PROPERTY ZONED NEIGHBORHOOD SERVICES DISTRICT ON APPROXIMATELY APPROXIMATE 3.699 ACRE TRACT OF LAND SITUATED IN THE MARY SCOTT SURVEY, ABSTRACT NO. 859, ALL OF LOT 2, BLOCK A, OF HERITAGE ADDITION TO THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, FRONTING APPROXIMATELY 273.70 FEET ALONG HERITAGE PARKWAY AND MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES, APPROVING SPECIFIC USE PERMIT STANDARDS HERETO AS EXHIBIT "B"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

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

Section 1. That the Comprehensive Zoning Ordinance and Map of the City of Murphy, Texas, be, and the same are hereby, amended so as to approve a Specific Use Permit for a hospital facility applicable only to Emerus, on property zoned NS (Neighborhood Services) District, located at the northeast corner of FM544 and Heritage, being an approximate 3.699 acre tract of land situated in the Mary Scott Survey, Abstract No. 859, all of Lot 2, Block A, of Heritage Addition to the City of Murphy, Collin County, Texas, fronting approximately 273.70 feet along Heritage Parkway, and more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes.

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

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

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

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

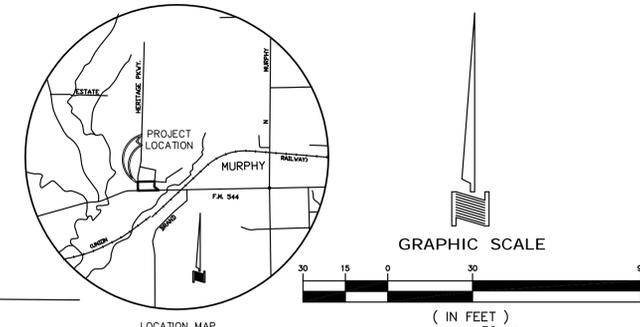
Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

PASSED, APPROVED AND ADOPTED this the 16th day of March 2009.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Aimee Nemer, City Secretary



SITE DATA SUMMARY TABLE

EXISTING ZONING	NEIGHBORHOOD SERVICES (NS)
PROPOSED USE	•HOSPITAL FACILITY (1ST FLOOR) •SPECIAL USE PERMIT REQUIRED •MEDICAL OFFICE (2ND FLOOR)
LOT AREA	161,142 SF (3.699 AC.)
BUILDING AREA	FOOTPRINT AREA = 19,929 S.F. TOTAL AREA = 38,873 S.F.
BUILDING HEIGHT	MAX 35'
LOT COVERAGE	12.2% (MAX 40%)
FLOOR AREA RATIO	0.24:1 (MAX 1:1)
TOTAL PARKING REQUIRED	
HOSPITAL:	HOSPITAL:
- 1 SPACE FOR EACH 2 BEDS OR EXAM ROOM	8 EXAM ROOMS = 8 SPACES 15 EMPLOYEES/2 = 8 SPACES
- 1 SPACE FOR EVERY 2 EMPLOYEES DURING FULL OCCUPANCY.	
MEDICAL OFFICE:	MEDICAL OFFICE (20,080 SF)
- FLOOR AREA EXCEEDS 20,000 SF, THEREFORE PER SECTION 38 OF THE DEVELOPMENT STANDARDS THE PARKING REQUIREMENTS FOR HOSPITALS SHALL BE USED. (SEE ABOVE)	15 EXAM ROOMS = 15 SPACES 50 EMPLOYEES/2 = 25 SPACES
TOTAL PARKING PROVIDED	97 SPACES
(HANDICAP SPACES PROVIDED)	(10 SPACES)
PERVIOUS PERMANENTLY LANDSCAPED AREA REQUIRED	20% OF LOT AREA = 32,228 S.F.
PERVIOUS PERMANENTLY LANDSCAPED AREA PROVIDED	82,055 S.F.
IMPERVIOUS COVERAGE	50.0% (MAX 80%)

TREE PROTECTION NOTE

EXISTING TREES TO BE PROTECTED SHALL BE PROTECTED PER THE CITY OF MURPHY TREE PRESERVATION CODE.

FLOOD NOTE

NO FLOODPLAIN EXISTS ON THIS SITE.

FLOOD STATEMENT

ACCORDING TO COMMUNITY MAP NO. 48085C0415J DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS. THIS PROPERTY IS IN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA.

NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
- ALL PARKING SPACES ARE 9'X18' UNLESS OTHERWISE SHOWN.
- THE COVERED DROP-OFF POINT SHALL HAVE A MINIMUM 14.0' VERTICAL CLEARANCE.
- PORTE CACHE MUST MAINTAIN A 14' VERTICAL CLEARANCE.
- THE STRUCTURE SHALL BE FIRE SPRINKLED.
- MONUMENT SIGNS SHALL CONFORM TO CITY OF MURPHY ORDINANCES.
- PARTIAL TREE REMOVAL WILL BE REQUIRED ALONG THE NORTH AND EAST PROPERTY LINES. TREES REMOVED WILL BE REPLACED IN ACCORDANCE WITH CITY OF MURPHY ORDINANCES.
- WHERE GRADING AND DRAINAGE IMPROVEMENTS ALLOW, TREES WILL BE SAVED ALONG EAST PROPERTY LINE.
- NO MEDIAN OPENINGS PROPOSED ALONG F.M. 544 OR HERITAGE PKWY. ALL TRAFFIC MOVEMENT IN AND OUT OF THIS FACILITY WILL BE RIGHT IN & RIGHT OUT ONLY.
- FIRE LANES SHALL MAINTAIN A 14' VERTICAL CLEARANCE AT ALL TIMES.
- FIRE LANES MUST BE INSTALLED AND STRIPPED BEFORE VERTICAL CONSTRUCTION CAN BEGIN AND FIRE LANES MUST BE MAINTAINED AT ALL TIMES.
- AN AUTOMATIC SPRINKLER SYSTEM IS REQUIRED OR THIS STRUCTURE AND MUST BE DESIGNED, INSTALLED AND MAINTAINED PER NFPA 13. PLANS ARE REQUIRED TO BE SUBMITTED DIRECTLY TO THE MURPHY FIRE MARSHAL'S OFFICE FOR REVIEW. A PERMIT WILL BE PROVIDED AFTER APPROVAL OF SUCH PLANS AND BEFORE SYSTEM INSTALLATION MAY BEGIN.
- THE UNDERGROUND WATER SUPPLY PLANS FOR THE SPRINKLER SYSTEM IS REQUIRED TO BE DESIGNED, INSTALLED & MAINTAINED PER NFPA 24 AND SUBMITTED DIRECTLY TO MURPHY FIRE MARSHAL'S OFFICE FOR REVIEW. A PERMIT WILL BE PROVIDED AFTER APPROVAL OF SUCH PLANS AND BEFORE SYSTEM INSTALLATION MAY BEGIN.

**3.699 ACRES
CONCEPT PLAN
WINDY HILL FARMS - EMERUS**

AN ADDITION TO THE CITY OF MURPHY
MARY SCOTT SURVEY, ABSTRACT NO. 859
GEORGE H. PEGUES SURVEY, ABSTRACT NO. 699
COLLIN COUNTY, TEXAS

JUNE 18, 2012

SCALE: 1"=30'

OWNER

FORESTAR (USA) REAL ESTATE GROUP, INC.
14755 PRESTON ROAD, SUITE 710
DALLAS, TEXAS 75254
TEL: 972-702-8699
FAX: 972-702-8372
CONTACT: CHRISTI BROWNLAW

DEVELOPER

EMERUS HOLDINGS, INC.
10077 GROGANS MILL ROAD
SUITE 203
THE WOODLANDS, TEXAS 77380
CONTACT: DUDLEY CARPENTER

ARCHITECT

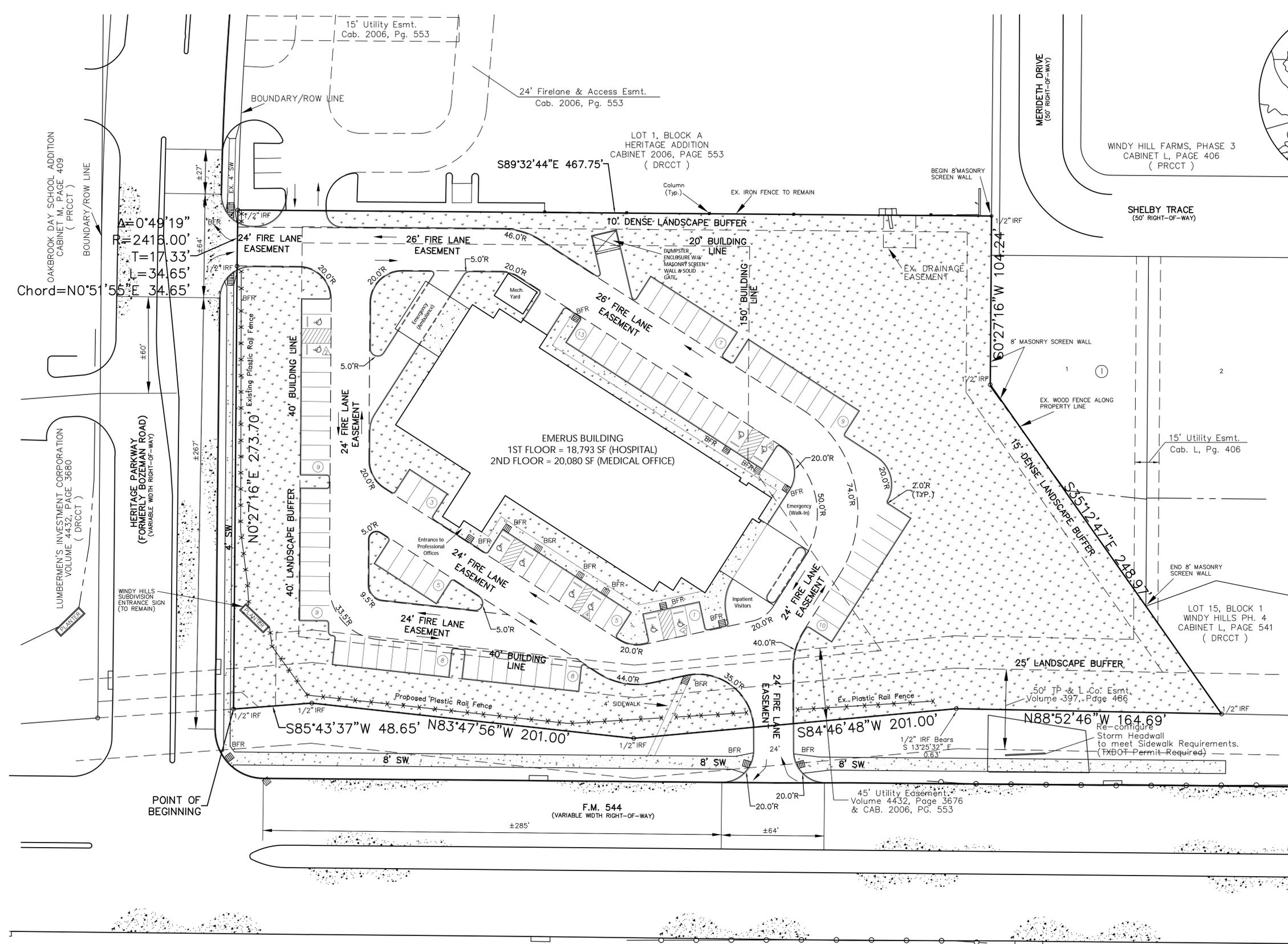
PhioWike PARTNERSHIP
11275 S. HOUSTON PARKWAY W.
SUITE 200
HOUSTON, TEXAS 77031
TEL: 832-554-1130
CONTACT: DAVID BALDACCHINO

LANDSCAPE ARCHITECT

STUDIO 13 DESIGN GROUP
519 BENNETT LANE
SUITE 203
LEWISVILLE, TEXAS 75057
TEL: 469-635-1900
CONTACT: LEONARD REEVES, RLA ASLA

ENGINEER/SURVEYOR

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT: BRENT L. MURPHREE, P.E.
bmurphree@daa-civil.com



Section 86-662. Use charts. (note, this chart has been edited to reflect only Nonresidential zoning uses for the reference on this agenda item)

Legend

P — The land use is permitted by right in the zoning district indicated.

— The land use is prohibited in the zoning district indicated.

S — The land use may be approved as a conditional use/Specific Use Permit (SUP) in the zoning district indicated.

Types of Land Uses	Nonresidential Zoning Districts				
	O	NS	R	LC	BP
Agricultural Uses					
Bulk Grain and/or Feed Storage					P
Farms, General (Crops)					P
Farms, General (Livestock/Ranch)					P
Greenhouse (Non-Retail/Hobby)					P
Hay, Grain, and/or Feed Sales			P	P	P
Livestock Sales					P
Orchard/Crop Propagation					P
Plant Nursery					
(growing for commercial purposes but no retail sales on site)					P
Stables (As a Business)					S
Stables (Private, Accessory Use)					S
Stables (Private, Principal Use)					S
Residential Uses					
Accessory Building/Structure					
(Residential; no larger than 225 square foot in size and 12-foot in height)					
Accessory Building/Structure (Residential)					
Accessory Building/Structure (Nonresidential)	P	P	P	P	P
Accessory Dwelling					
Caretaker's/Guard's Residence			P		P
Community Home					
Duplex/Two-Family					
Family Home Adult Care					
Family Home Child Care					
Four Family (Quadraplex)					
Home Occupation					
Multifamily (Apartments)					
Private Street Subdivision					
Roominghouse/Boardinghouse					
Single-Family Detached					
HUD code-Manufactured Home					
Single-Family Industrialized Home					

Nonresidential Zoning Districts

Types of Land Uses

	O	NS	R	LC	BP
Single-Family Townhouse (Attached)					
Single-Family Zero Lot/tract Line/Patio Homes					
Swimming Pool (Private use only by resident)					
Three-Family (Triplex)					

Office Uses

Armed Services Recruiting Center	P	P		P	P
Credit Agency	P	P		P	P
Insurance Agency Offices	P	P	P	P	P
Offices (Brokerage Services)	P	P	P	P	P
Offices (Health Services)	P	P		P	P
Offices (Legal Services)	P	P		P	P
Offices (Medical Office)	P	P	P	P	P
Offices (Professional)	P	P		P	P
Offices (Parole-Probation)	P	S		P	P
Real Estate Offices	P	P		P	P
Telemarketing Agency	S	S	S	P	P
Bank (Stand Alone)					
Savings and Loan (Stand Alone)					
Security Monitoring Company (No Outside Storage)	P	S	P	P	P

Personal and Business Service Uses

Alternative financial establishment			S	S	S
Appliance Repair				P	P
Artist Studio	P	P	P	P	P
Ambulance Service (Private)				P	P
Automobile Driving School (including Defensive Driving)	S	S	P	P	P
Automatic Teller Machines (ATM's)	P	P	P	P	P
Barber/Beauty Shop/College (barber or cosmetology school or college)	P	P	S	P	P
Barber/Beauty Shop (non-college)		P	P	P	P
Bed and Breakfast Inn		P	P		P
Car title loan business			S	S	S
Check cashing business			S	S	S
Communication Equipment (Installation and/or Repair — No outdoor sales or storage)				P	P
Computer Sales		P	P	P	P
Credit Unions	P	P	P	P	P
Dance/Drama/Music Schools (Performing)	P	P		P	P
Exterminator Service (No outdoor sales or storage)				S	P
Financial Services (Advice/Invest)	P	P	P	P	P
Funeral Home			S	P	P
Hotel/Motel, full service	S		P	P	P
Hotel/Motel, Limited Serviced			S	S	S

Types of Land Uses	Nonresidential Zoning Districts				
	O	NS	R	LC	BP
Martial Arts School		P	S	P	P
Kiosk (Providing a Service)	S	S	S	P	S
Laundry/Dry Cleaning (Drop Off/Pick Up)		P	P	P	P
Locksmith		P	P	P	P
Mini-Warehouse/Self Storage			S	P	P
Payday advance or loan business			S	S	S
Photo Studio	P	P	P	P	P
Photocopying/Duplicating	P	P	P	P	P
Security Quarters as Associated with a Business (Live In)				P	P
Sexually Oriented Business					
Shoe Repair	P	P	P	P	P
Studio for Radio or Television (without	P	P	S	P	P
Tailor Shop	P	P	P	P	P
Tool Rental (Indoor Storage only)			P	P	P
Tool Rental (with Outdoor Storage)			S	P	P
Travel Agency	P	P	P	P	P
Retail Uses					
Alcoholic Beverage Retail Sales, Beer Barns, etc. (No drive through)					
All Terrain Vehicle (go-carts) Dealer/Sales			S	P	P
Antique Shop (household items; no outside storage)		P	P	P	P
Art Dealer/Gallery	P	P	P	P	P
Auto Dealer (Primarily New/Used Auto Sales as accessory use only)			S	P	P
Auto Dealer, Used Auto Sales			S	P	P
Auto Supply Store for New and Rebuilt Parts		S	P	P	P
Bakery (Retail)		P	P	P	P
Bike Sales and/or Repair		P	P	P	P
Book Store	S	P	P	P	P
Building Material Sales			P	P	P
Cabinet Shop (Manufacturing)			S	P	S
Cafeteria		P	P	P	P
Confectionery Store (Retail)		P	P	P	P
Consignment Shop			P	P	P
Convenience Store without gas sales		P	P	P	P
Department Store			P	P	P
Drapery Shop/Blind Shop		S	P	P	P
Florist		P	P	P	P
Food or Grocery Store		P	P	P	P
Furniture Sales (Indoor)		S	P	P	P

Nonresidential Zoning Districts

Types of Land Uses

	O	NS	R	LC	BP
Garden Shop (Inside Only; no outside storage)		P	P	P	P
Gravestone/Tombstone Sales			S	P	P
Handicraft Shop		P	P	P	P
Hardware Store		P	P	P	P
Home Improvement Center			P	P	P
Lawnmower Sales and/or Repair			P	P	P
Major Appliance Sales (Indoor)			P	P	P
Market (Public, Flea)			S	S	S
Motorcycle Dealer (Primarily New/Repair)			S	P	P
Personal Watercraft Sales (Primarily New/Repair)			S	P	P
Needlework Shop		P	P	P	P
Pet Shop/Supplies		P	P	P	P
Pharmacy (Stand Alone)		S	S	S	S
Plant Nursery (Retail Sales/Outdoor Storage)		S	S	P	P
Recycling Kiosk		S	S	P	P
Restaurant	P	P	P	P	P
Restaurant (Drive-In)		S	P	P	P
Retail Store (Misc.)		P	P	P	P
Security Systems Installation Company			P	P	P
Studio Tattoo or Body Piercing					S
Temporary Outdoor Retail Sales/Commercial Promotion (30-day time limit; permit req'd)		P	P	P	P
Upholstery Shop (Non-Auto)			S	P	P
Used Merchandise/Furniture Store			S	P	P
Vacuum Cleaner Sales and Repair		P	P	P	P
Veterinarian (Indoor Kennels)		P	P	P	P
Woodworking Shop (Ornamental)			P	P	P
Permanent Cosmetics			S		

Transportation and Automotive Uses

Auto Body Repair			P	P
Auto Financing and Leasing		S	P	P
Auto Glass Repair/Tinting		S	P	P
Auto Interior Shop/Upholstery		S	P	P
Auto Muffler Shop		S	P	P
Auto Paint Shop			P	P
Auto Repair (General)		S	P	P
Auto Repair as an Accessory Use to Retail Sales		S	P	P
Auto Tire Repair/Sales (Indoor)		S	P	P

Nonresidential Zoning Districts

Types of Land Uses

	O	NS	R	LC	BP
Auto Wrecker Service				P	P
Car Wash (Self Service; Automated)		S	S	P	P
Full Service Car Wash (Detail Shop)		S	S	P	P
Limousine/Taxi Service				P	P
Public Garage/Parking Structure			P	P	P
Quick Lube/Oil Change/Minor Inspection		P	S	P	P
Tire Sales (Outdoors)			S	P	P
Automotive Gasoline or Motor Fuel Service Station			P	P	
Auto Rental			S	P	P

Amusement and Recreational Uses

Amusement Devices/Arcade (Four or More Devices)		S	S	P	S
Amusement Services (Indoors)		S	P	P	P
Amusement Services (Outdoors)		S	S	S	S
Billiard/Pool Facility (Three or More Tables)			S	S	S
Bingo Facility			S	S	S
Bowling Center			P	P	P
Broadcast Station (with Tower)				P	S
Country Club (Private)					P
Dance Hall/Dancing Facility			S	P	P
Day Camp					P
Dinner Theatre		S	P	P	P
Driving Range			S	P	P
Earth Satellite Dish (Private, less than three inches in diameter)					
Exhibition Hall			S	P	P
Fair Ground			S	S	S
Golf Course (Miniature)		S	P	P	P
Golf Course (Private)	S	S	S	S	S
Golf Course (Public)					
Health Club (Physical Fitness; Indoors Only)		S	P	P	P
Motion Picture Theater (Indoors)		S	P	P	P
Motion Picture Studio, Commercial Film			P	P	P
Museum (Indoors Only)	P	P	P	P	P
Park and/or Playground (Private)	S	S	S	S	S
Park and/or Playground (Public)	P	P	P	P	P
Travel Trailers/RVs (Short Term Systems)					
Rodeo grounds					S
Skating Rink (Ice)		P	P	P	P

Types of Land Uses	Nonresidential Zoning Districts				
	O	NS	R	LC	BP
Swimming Pool (Private; Membership)	S	S		P	P
Swimming Pool (Public)	P	P	P	P	P
Tennis Court (Lighted)	S	S	S	S	S
Tennis Court (Private/Not Lighted)	P	P	P	P	P
Theater (Non-Motion Picture; Live Drama)			P	P	P
Video Rental/Sales		P	P	P	P
Institutional/Governmental Uses					
Antenna (Noncommercial)					
Antenna (Commercial)					P
Broadcast Towers (Commercial)					P
Cellular Communications Tower/PSS					P
Cemetery and/or Mausoleum					P
Child Day Care (Business)			P	P	P
Church/Place of Worship					P
Civic Club					P
Clinic (Medical)					
Community Center (Municipal)					P
Electrical Generating Plant					S
Electrical Substation					S
Electrical Transmission Line					S
Emergency Care Clinic					
Fire Station					
Franchised Private Utility (not listed)					
Fraternal Organization					
Gas Transmission Line (Regulating Station)					
Governmental Building (Municipal, State or Federal)	P	P	P	P	P
Group Day Care Home			P		P
Heliport					
Helistop		S	P	P	P
Hospice			S	S	S
Hospital (Acute care/Chronic Care)		S	P	P	P
Library (Public)	P	P	P	P	P
Mailing Service (Private)	P	P	P	P	P
Maternity Homes			S	S	S
Nonprofit Activities by Church	P	P	P	P	P
Orphanage					
Philanthropic organization	S	S	S	S	S
Phone Exchange/Switching Station	S	S	S	S	S
Police Station	P	P	P	P	P
Post Office (Governmental)	P	P	P	P	P
Radio/Television Tower (Commercial)					

Types of Land Uses	Nonresidential Zoning Districts				
	O	NS	R	LC	BP
Rectory/Parsonage	P	P			
Retirement Home/Home for the Aged	S	S			
School, K through 12 (Private)	S	S			S
School, K through 12 (Public)	P	P			P
School, Vocational					
(Business/Commercial Trade)				P	P
Senior Living Facilities: Assisted Living Facility	S	S			
Senior Living Facilities: Independent Living Facility	S	S			
Senior Living Facilities: Nursing/Convalescent Center	S	S			
Sewage Pumping Station	P	P	P	P	P
Utility Distribution Line	P	P	P	P	P
Water Supply Facility (Private)					P
Water Supply Facility (Elevated Water Storage)	P	P	P	P	P
Water/Wastewater Treatment Plant (Public)	P	P	P	P	P

Commercial and Wholesale Trade Uses

Book Binding			S	S	P
Feed and Grain Store			P	P	P
Furniture Manufacture					P
Heating and Air conditioning					
Sales/Services			S	P	P
Livestock — Wholesale					S
Pawnshop			S	P	P
Propane Sales (Retail)			S	S	P
Taxidermist			S	S	P
Transfer Station (Refuse/Pickup)				S	P
Veterinarian (Outdoor Kennels or Pens)			S	S	P
Warehouse/Office			P	P	P
Welding Shop				P	P

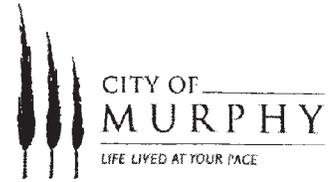
Light Industrial/Manufacturing Uses

Temporary Model Home Sales Office, No Outside Storage including Vehicles (Only with Model Home Permit)					
Concrete Batch Plant (Permanent)					
Concrete Batch Plant (Temporary)	P	P	P	P	P
Contractor's Office/Sales, With Outside Storage including Vehicles				P	P

Types of Land Uses	Nonresidential Zoning Districts				
	O	NS	R	LC	BP
Contractor's Temporary On-Site Construction Office (only with permit)	P	P	P	P	P
Electronic Assembly			S	S	P
Engine Repair/Motor Manufacturing					
Re-Manufacturing and/or Repair			S	P	P
Laboratory Equipment Manufacturing					P
Machine Shop			S	P	P
Maintenance and Repair service for Buildings			S	S	P
Micro Brewery (on-site mfg. and sales)					P
Outside Storage			S	S	P
Plumbing Shop (no outside storage)			P	P	P
Research Lab (Nonhazardous)			S	S	P
Sand/Gravel Sales (Storage)			S	S	S
Sign Manufacturing			S	S	P
Stone/Clay/Glass Manufacturing			S	S	P

Reply Form

City Council
206 North Murphy Road
Murphy, Texas 75094



Dear Council Member:

This request is to consider the application of **Forestar (USA) Real Estate Group, Inc.**, requesting approval of a SUP (Specific Use Permit) for a Hospital Facility on property zoned NS (Neighborhood Service) District located at the northeast corner of FM 544 and Heritage Parkway. **Zoning File 2012-05.**

I am **IN FAVOR** of the requested Specific Use Permit as explained on the attached cover sheet for ZF2012-05

I am **OPPOSED** to the requested Specific Use Permit as explained on the attached cover sheet for ZF2012-05

This item will be heard at the City Council meeting on **Tuesday, July 17, 2012 at 6:00 p.m.** at Murphy City Hall, 206 North Murphy Road in the City Council Chambers. Please provide your written comments below regarding the requested SUP. If additional space is required, you may continue writing on a separate sheet, one-sided for printing purposes.

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

HIEN PHAM
Name (Please Print)

Hien Pham
Signature

200 BRANDON LN.
Address

7/1/12
Date

Issue

Consider and/or act on the application of CVS PHARMACY requesting approval of a construction plat on property zoned PD (Planned Development) District No. 12-06-915 for Retail Uses located at SWC FM 544 and McCreary Road.

Staff Resource/Department

Kristen Roberts, Director of Economic and Community Development

Background

The proposed Construction Plat would allow for development of a CVS on this site. On May 15, 2012, the City Council adopted Planned Development District Ordinance No. 12-06-915 for the approximately 11 acres located at SWC FM 544 and McCreary Road. This development is within those approximately 11 acres.

Considerations

1. Engineering's comments are being addressed specific to the Engineering Plans for this development.

Board Discussion / Action

On June 25, 2012, the Planning & Zoning Commission voted unanimously to approve the Construction Plat providing the applicant address all Engineering related items for this development. The Planning & Zoning Commission held a Special Meeting on July 10, 2012, and voted unaimously to ratify this approval.

Staff Recommendation

Motion to approve the construction plat on property zoned PD (Planned Development) District No. 12-06-915 for Retail Uses located at SWC FM 544 and McCreary Road pending staff approval of all Engineering related items.

Attachments

Construction Plat

Issue

Consider and/or act on the application of CVS PHARMACY requesting approval of a site plan on property zoned PD (Planned Development) District No. 12-06-915 for Retail Uses located at SWC FM 544 and McCreary Road.

Staff Resource / Department

Kristen Roberts, Director of Economic and Community Development

Background

The proposed Site Plan would allow for development of a CVS on this site. On May 15, 2012, the City Council adopted Planned Development District Ordinance No. 12-06-915 for the approximately 11 acres located at SWC FM 544 and McCreary Road. This development is within those approximately 11 acres.

Parking lot and other site landscaping are shown to be in compliance with landscaping requirements. The exterior elevations of the proposed retail will be in compliance with exterior construction materials requirements as described in the Planned Development District Conditions.

Considerations

1. A proposed lift station is located at the northwest corner of the site. As it's shown, the lift station is labeled as a private lift station and to be privately maintained. The lift station will be required to be placed into an easement dedicated to the City.
2. This and other engineering related items are being addressed by the applicant.

Board Discussion/Action

On June 25, 2012, the Planning & Zoning Commission voted unanimously to approve the Site Plan and related items providing the applicant address all Engineering related items for this development. The Planning & Zoning Commission held a Special Meeting on July 10, 2012, and voted unanimously to ratify this approval.

Staff Recommendation

Motion to approve the proposed Site Plan, Landscape Plans and Elevation Plans pending staff's approval of all Engineering related items.

Attachments

Site Plan
Landscape Plan
Landscape Plan pg 2
Elevations

CVS pharmacy
 SOUTHERN 12,800-SQ-FT
 CHAMFER DRIVE-THRU
 STORE NUMBER: 10027
 SMC EM 544 & MCCREARY RD.
 MURPHY, TEXAS
 PROJECT TYPE: NEW
 DEAL TYPE: FEE FOR SERVICE
 CS PROJECT NUMBER: 62005

CIVIL ENGINEER
WinkeImann & Associates, Inc.
 10000 W. UNIVERSITY BLVD., SUITE 100
 DALLAS, TEXAS 75243
 TEL: (214) 343-8888
 FAX: (214) 343-8888

CONSULTANT:

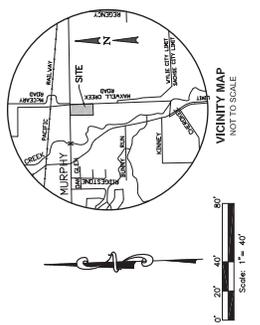
DEVELOPER
 Orange Development Inc.
 100 Corporate Drive
 Suite C-50
 BIRMINGHAM, AL 35242
 TEL: (205) 988-3443
 FAX: (205) 988-1888

SEAL:

THE SEAL APPEARING ON THIS DOCUMENT
 WAS AUTHORIZED BY THE BOARD OF
 ENGINEERS, STATE OF TEXAS
 MICHAEL J. FORESTER, P.E. # 10027

REVISIONS:
 06/13/2012 CITY COMMENTS

FILE NAME: 70102-SIT.dwg
 JOB NUMBER: 70102.00
 DATE: 06/04/2012
 TITLE: SITE PLAN
 SHEET NUMBER: C-4
 COMMENTS:



SITE DATA
 EXISTING ZONING: PD - RETAIL

LOT No.	1
SITE AREA	1,657 AC.
USE	RETAIL
BLDG. AREA	12,900 sf
COVERAGE	18%
PKG. SPCS.	12,900 sf
PROV.	7200 = 65
BLDG. HT.	28'
F.A.R.	0.18:1
IMP. SURF.	52,751 sf
INT. L.S. REQUIRED	657 sf
INT. L.S. PROPOSED	19,418 sf

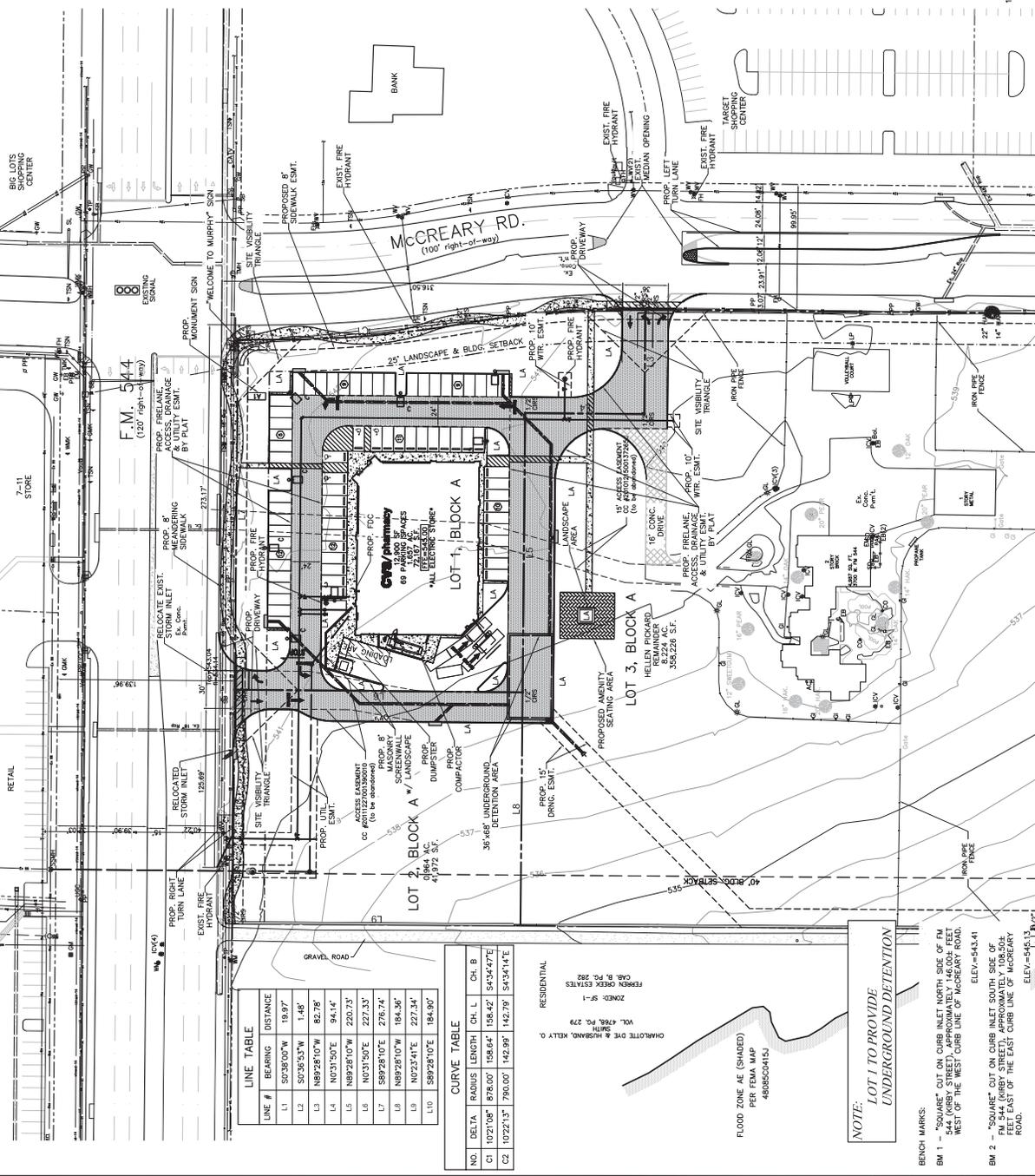
LEGEND

- FIRE HYDRANT
- LA LANDSCAPE AREA
- LIGHTS
- ▨ FIRE LANE
- ▨ PROPOSED SIDEWALK
- ▨ PROPOSED CONCRETE DRIVE
- ▨ UNIMPAVED PEDESTRIAN SIDEWALK

SITE PLAN
MCCREARY MARKETPLACE
 LOT 1, BLOCK A
 1.657 ACRES OUT OF THE
 HENRY MAXWELL SURVEY,
 ABSTRACT NO. 579
 CITY OF MURPHY,
 COLLIN COUNTY, TEXAS

DEVELOPER: ORANGE DEVELOPMENT INC.
 100 CORPORATE DRIVE, SUITE C-50
 BIRMINGHAM, ALABAMA 35242
 (205) 988-3443

ENGINEER / SURVEYOR: MICHAEL J. FORESTER, P.E.
 10000 W. UNIVERSITY BLVD., SUITE 100
 DALLAS, TEXAS 75243
 (214) 343-8888



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S03°00'00"W	19.93'
L2	S03°53'37"W	1.48'
L3	N89°28'10"W	82.78'
L4	N03°15'07"E	94.44'
L5	N89°28'10"W	220.73'
L6	N03°15'07"E	227.33'
L7	S89°28'10"W	276.74'
L8	N89°28'10"W	184.36'
L9	N02°24'17"E	227.34'
L10	S89°28'10"W	184.90'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CH. L.	CH. B.
C1	107°08'	8763.00'	158.64'	158.64'	15434.47'E
C2	107°22'13"	790.00'	142.99'	142.79'	15434.41'E

RESIDENTIAL
 FLOOD ZONE AE (SHARED)
 PER FEMA MAP 48850C045J
 CHALLOTTE DR & HOSKINS, KELLY C
 VOL. 488, P. 278
 ZONING: SF-1
 C.B. & B. 282
 C.B. & B. 282

NOTE:
 LOT 1 TO PROVIDE UNDERGROUND DETENTION

BENCH MARKS:
 BM 1 - "SQUARE" CUT ON CURB INLET NORTH SIDE OF FM 544 (KIRBY STREET), APPROXIMATELY 148.00± FEET WEST OF THE WEST CURB LINE OF MCCREARY ROAD. ELEV.=443.41'
 BM 2 - "SQUARE" CUT ON CURB INLET SOUTH SIDE OF FM 544 (KIRBY STREET), APPROXIMATELY 108.50± FEET WEST OF THE EAST CURB LINE OF MCCREARY ROAD. ELEV.=443.41'

CVS pharmacy

SOUTHERN 12800-RIGHT
CHAMBER DRIVE-THRU
STORE NUMBER: 10027
SVC. EM. 544 & MCCREARY RD.
MURPHY, TEXAS
LOCAL TRS FEE FOR SERVICE
CS PROJECT NUMBER: 62005

Civil Engineer
Winkelmann & Associates, Inc.
10000 W. 10th Street, Suite 100
Dallas, Texas 75243
Tel: (214) 343-1100
Fax: (214) 343-1101
www.winkelmann.com

CONSULTANT:

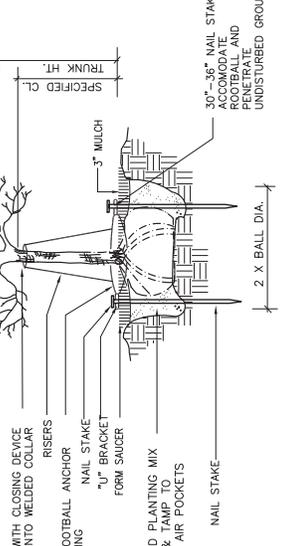
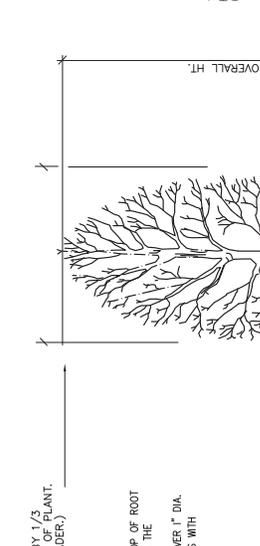
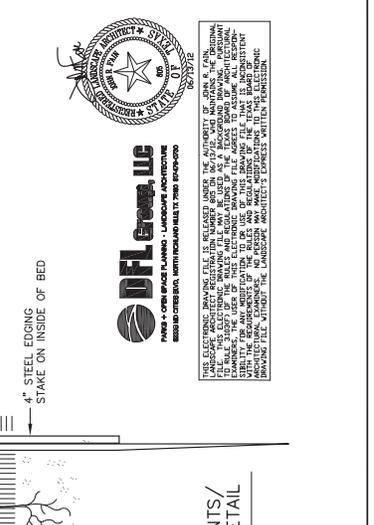
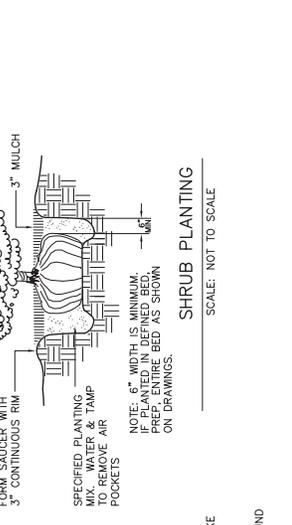
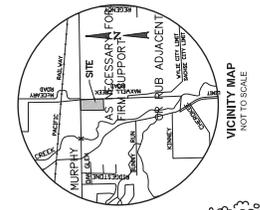
DEVELOPER:
Orange Development Inc.
100 Corporate Drive
Suite 100
BIRMINGHAM, AL 35242
TEL: (205) 988-3443
FAX: (205) 988-1888

SEAL:

REVISIONS:
06/13/12 CITY COMMENTS

FILE NAME: 70102.00
JOB NUMBER: 70102.00
DATE: 06/04/2012

PLANTING DETAILS
SHEET NUMBER: **L-2**
COMMENTS:



Contact Information:
TREE STAKE SOLUTIONS
www.treestakesolutions.com
281.723.9081

PLANT LIST

Symbol	Quantity	Code Name	Scientific Name	Common Name	Planting Size	Comments
⊗	7	Qush	Quercus shumardii	Shumard oak	3"-Cal	
⊗	16	Lainna	Lagerstroemia indica 'Natchez'	Crape myrtle 'Natchez'	30-Gal	B & B, 7' Ht Min
⊗	9	Cecate	Cercis canadensis 'Texensis'	Texas redbud	2"-Cal	5' Ht Min
⊗	5	Aegr	Acer glaberrimum	Big Tooth maple	3"-Cal	B & B, 5' Ht Min
⊗	8	lile	Ilex decidua	Passiflora	30-Gal	B & B, 7' Ht Min
⊗	6	LainMu	Lagerstroemia indica 'Muskogee'	'Muskogee' crape myrtle	30-Gal	5' Ht Min
⊗	13	Cuse	Cupressus sempervirens	Italian cypress	10 Gal	8' Ht Min
⊗	9	Quvi	Quercus virginiana	Southern live oak	3"-Cal	727' O.C.
⊗	11	Papu	Parthenocissus quinquefolia	Virginia creeper	1-Gal	30' O.C.
⊗	710	Lip	Liriodendron tulipifera	Aztec grass 'Liriodendron'	4" pot	12' O.C.
⊗	16	Site	Stipa tenuissima	Mexican feathergrass	1-Gal	24" O.C.
⊗				Crushed granite	4" depth	

DFL Group, LLC
10000 W. 10th Street, Suite 100
Dallas, Texas 75243
Tel: (214) 343-1100
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www.dflgroup.com

THIS ELECTRONIC DRAWING IS RELEASED UNDER THE AUTHORITY OF JOHN R. LAMBERT, REGISTERED PROFESSIONAL ENGINEER, NO. 10000, STATE OF TEXAS. ANY REVISIONS TO THIS DRAWING SHALL BE MADE BY A REGISTERED PROFESSIONAL ENGINEER. ANY REVISIONS TO THIS DRAWING SHALL BE MADE BY A REGISTERED PROFESSIONAL ENGINEER. ANY REVISIONS TO THIS DRAWING SHALL BE MADE BY A REGISTERED PROFESSIONAL ENGINEER. ANY REVISIONS TO THIS DRAWING SHALL BE MADE BY A REGISTERED PROFESSIONAL ENGINEER.

McCreary Marketplace



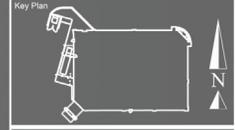
JACOBS
777 Main St.
Fort Worth, Tx. 76102



West Elevation			South Elevation		
Material	s.f.	%	Material	s.f.	%
Stone	416	16%	Stone	707	19%
Cast stone	97	4%	Cast stone	210	6%
Brick red	1520	58%	Brick red	2052	55%
Brick pink	447	18%	Brick pink	637	17%
Metal	13	1%	Metal	13	1%
Windows	57	2%	Windows	86	2%
Doors	57	2%	Doors	86	2%
Total	2550		Total	3705	

East Elevation			North Elevation		
Material	s.f.	%	Material	s.f.	%
Stone	546	20%	Stone	655	17%
Cast stone	137	5%	Cast stone	193	5%
Brick red	905	34%	Brick red	1731	44%
Brick pink	731	27%	Brick pink	923	23%
Metal	13	1%	Metal	13	1%
Windows	387	14%	Windows	387	10%
Doors	58	2%	Doors	58	1%
Total	2707		Total	3947	

Notes:
 - This Facade Plan is for conceptual purposes only. All building plans require review and approval of the Building Inspection Department.
 - All mechanical units shall be screened from public view.
 - When permitted, exposed utility boxes and conduits shall be painted to match the building.
 - All signage sizes and locations are subject to approval by the Building Inspection Department.
 - Roof access shall be provided internally, unless otherwise permitted by the Building Official.



Subdivision: McCreary Marketplace
 Block:
 Lot number: 1
 Preparation Date: May 24 2012



Front Elevation



Right Elevation



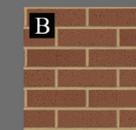
Left Elevation



Right Elevation



LUEDERS LIMESTONE



ACME BRICK "Crimson"



CLASSIC CAST STONE



ANODIZED ALUMINUM



ACME BRICK "Rockefeller Plaza"