

MURPHY CITY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING  
AUGUST 7, 2012 AT 6:00 P.M.  
206 NORTH MURPHY ROAD  
MURPHY, TEXAS 75094



NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on August 7, 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.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

Bret Baldwin  
Mayor

ROLL CALL & CERTIFICATION OF A QUORUM

John Daugherty  
Mayor Pro Tem

PUBLIC COMMENTS

Colleen Halbert  
Deputy Mayor Pro Tem

PRESENTATIONS

Presentation of the FY 2012-2013 Budget

Dennis Richmond  
Councilmember

CONSENT AGENDA

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

Scott Bradley  
Councilmember

Bernard Grant  
Councilmember

Dave Brandon  
Councilmember

- A. Approval of the Minutes from the July 17, 2012 Regular Meeting
- B. Consider and/or act upon a Resolution authorizing signature authority for City of Murphy bank accounts.
- C. Consider and/or act upon approval of a resolution approving an agreement between the City of Murphy and D.R. Horton – Texas, Ltd. regarding construction of drainage improvements related to McCreary Road construction project and the development of the Gables at North Hills, Phase 2B.
- D. Consider and/or act on appointing and approving Municipal Development District's Board members to act additionally in the capacity of the Murphy Economic Development Corporation Board Members.

PUBLIC HEARINGS

1. Continue a public hearing and take 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)

James Fisher  
City Manager

#### INDIVIDUAL CONSIDERATION

2. Consider and/or act on the application of ALLEN AND LOUCKS VENTURE, L.P. requesting approval of a site plan 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)
3. Consider and/or act upon Resolution approving the 2012 appraisal roll with a taxable value of \$1,526,307,177, as certified by Bo Daffin, Chief Appraiser of the Collin Central Appraisal District, and a protested taxable property value of \$18,353,253 under review by the Appraisal Review Board.
4. Consider and/or act upon approval of pursuing the joint-use Multi Agency Recreation Center with the City of Richardson.
5. Consider and/or act upon rejecting all bids received for constructing the water well for irrigation of Murphy Central Park.
6. Consider and/or act upon award of construction bid for Murphy Central Park and the Maxwell Creek Trail Extension project to the lowest bidder, Dean Electric (dba Dean Construction).
7. Consider and/or act upon moving the Regular City Council meeting scheduled for August 21, 2012 to August 28, 2012.

#### CITY MANAGER/STAFF REPORTS

- August 14 – Special Council Meeting – Vote on Tax Rate and set Public Hearing for FY2013 Annual Budget
- August 21 – Regular City Council Meeting
- August 28 – Special Meeting, 1<sup>st</sup> Public Hearing on the FY2013 Annual Budget
- September 4 – Regular Meeting, 2<sup>nd</sup> Public Hearing on the FY2013 Annual Budget
- September 18 – Regular Meeting, Adoption of the FY2013 Annual Budget
- TML Annual Conference, November 13-16, Gaylord Texan Conference Center
- Basic Meeting Management and Planning & Zoning Training, hosted by the City at the MCC

#### EXECUTIVE SESSION

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

§551.074 PERSONNEL MATTERS – to deliberate the appointment, employment, evaluation, resignation, duties, discipline, or dismissal of a public officer or employee - Municipal Judge.

§ 551.074. PERSONNEL MATTERS - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Secretary.

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving George Parker and Parker Tree Services.

§ 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682.

#### RECONVENE INTO REGULAR SESSION

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

§551.074 PERSONNEL MATTERS – to deliberate the appointment, employment, evaluation, resignation, duties, discipline, or dismissal of a public officer or employee - Municipal Judge.

§ 551.074. PERSONNEL MATTERS - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Secretary.

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving George Parker and Parker Tree Services.

§ 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682.

#### ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, TX 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on August 3, 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.

\_\_\_\_\_  
Kristen Roberts, Acting 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 Acting City Secretary at 972.468.4006 or [kr Roberts@murphytx.org](mailto:kr Roberts@murphytx.org)

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

**July 17, 2012**  
**6:00 P.M.**

**1 CALL TO ORDER**

Mayor Pro Tem Daugherty called the meeting to order at 6:05 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**

Secretary Nemer certified a quorum with the following present:

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

Mayor Bret Baldwin arrived at 6:16 p.m.

**4 PUBLIC COMMENTS**

No public comments were submitted.

**5 PRESENTATIONS**

• June Financial Reports

Finance Director Linda Truitt presented the financial reports to Council. Councilmember Halbert asked staff to clarify the MDD/4A funding as it is related to reporting for sales tax. City Manager Fisher stated that the MDD is collecting the same amount as the 4A, but explained that it is reported into a separate fund. He stated as of June 2012, a ½ cent sales tax is reported to a separate funding district (MDD for ½ cent). Only the City's 1 cent and the MCDC – 4B ½ cent is now reported under the City of Murphy.

**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.**

**Council Action**

Councilmember Halbert moved to approve the Minutes with the corrections as emailed by the City Secretary. Councilmember Bradley seconded the motion. A vote was taken and passed, 6-0 with Mayor Baldwin absent for this vote.

**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.

**Council Action**

Councilmember Bradley abstained from the discussion and vote on this item due to a conflict of interest on file with the City Secretary's office. After clarification that there is no change in premiums or coverage, Councilmember Richmond moved to approve as presented. Councilmember Halbert seconded the motion. A vote was taken and passed, 6-0. Mayor Baldwin arrived at 6:16 p.m. and voted on this item.

- 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.

**Council Action**

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

**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)

**Staff Comments**

City Manager Fisher explained to Council that the Public Hearing should be conducted because it was published as required, but asked that the Public Hearing be continued until August 7 because the item is being considered again by Planning and Zoning on July 23 and will then come back to Council at the August 7 meeting.

**Council Action**

Mayor Baldwin opened the Public Hearing at 6:20 p.m. A representative from Del Taco addressed Council and stated the applicant understands the process and has no issues with it. With no further comments, Mayor Baldwin stated that the Public Hearing would continue on August 7, 2012.

- 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.

**Public Hearing**

Mayor Baldwin opened the Public Hearing at 6:23 p.m. Dr. John Buck, representing

Emerus, addressed Council and explained the concept of the proposed facility. He explained that it is an emergency facility that will primarily accept patients who arrive on their own rather than patients transported by ambulance. Dr. Buck also stated that the facility is affiliated with Baylor. After the presentation, the applicant and the civil engineer for the project answered questions from Council.

Mayor Baldwin inquired if the power lines would be buried. Dr. Buck stated that they had not considered it but would not be opposed to having them buried.

Councilmember Grant asked how committed Baylor is to the project. Dr. Buck stated that Baylor has 51% interest and is fully committed.

Mayor Baldwin clarified that Murphy ambulances would not be transporting patients to the facility but would be able to transport patients from the facility to another hospital if needed. Dr. Buck explained that transporting patients would be to the City's discretion in consultation with the City's and the facility Medical Director.

Councilmember Daugherty asked if the building would be built on street level or at the current grade. The civil engineer stated that it would be on a grade.

#### **Public Comments**

Mr. Don Kiertscher addressed Council in favor of the proposed facility noting use to the community, aesthetics, and the market for maintaining this type of facility.

With no further comments, Mayor Baldwin closed the Public Hearing at 6:40 p.m.

#### **Council Action**

Councilmember Halbert recused herself from the discussion and vote on this item stating a conflict of interest because she serves on the Richardson Methodist Board of Directors. Councilmember Grant moved to approve as presented. Councilmember Scott seconded the motion. A vote was taken and passed, 5-1 with Councilmember Daugherty opposed.

### **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.

#### **Council Action**

Councilmember Halbert moved to approve the construction plat pending staff approval of all engineering issues. Councilmember Daugherty seconded the motion. A vote was taken and passed, 7-0.

- 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.

#### **Staff Comments**

Community Development Director Kristen Roberts explained that the Lift Station has been taken out of the site plan and will not be located on the property.

### **Council Discussion**

There was some discussion about the size of the signage on the building and the extra signage. Mayor Baldwin also noted the location of the perimeter sidewalk is very close to the road and asked if it could be set back. The applicant agreed that the sidewalk could be set back from the road.

### **Council Action**

Councilmember Bradley moved to approve pending staff approval of all engineering issues. Councilmember Halbert seconded the motion.

Mayor Baldwin moved to amend the motion to remove the extra signage. Councilmember Bradley seconded the motion to amend. A vote was taken and failed 2-5 with only Mayor Baldwin and Councilmember Brandon voting in favor.

A vote was taken on the main motion and passed, 7-0.

## **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

In addition to the above items, City Manager Fisher reported on the following:

- July 31 - Pre-construction meeting set for North Murphy Road
- Thursday, 3-5 p.m. is send off for City Secretary Aimee Nemer
- July 31 at 5 p.m. Budget Meeting
- Thank you to Chief Lee for filling in while City Manager was away
- McCreary Road construction will begin the end of the month
- July 26, 11-1p.m. - Chamber Business Seminar

## **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:

### **Council Action**

Council convened into Executive Session at 7:00 p.m.

### **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:

**Council Action**

Council reconvened into Regular Session at 8:05 p.m.

**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.

**12.2** § 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.

**12.3** § 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).

**13 TAKE ANY ACTION AS A RESULT OF THE EXECUTIVE SESSION**

**Council Action**

Councilmember Halbert moved to appoint Kristen Roberts as Acting City Secretary and to authorize the Mayor to make arrangements to hire an Interim City Secretary. Councilmember Daugherty seconded the motion. A vote was taken and passed, 7-0. No action was taken on the other Executive Session items.

**14 ADJOURNMENT**

With no further business, the meeting was adjourned at 8:06 p.m.

APPROVED BY:

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Bret M. Baldwin, Mayor

ATTEST:

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Aimee Nemer, City Secretary

**City Council Meeting**  
**August 7, 2012**

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**Issue**

Consider and/or act upon approval of a resolution authorizing signature authority to sign and endorse checks and drafts of the City of Murphy bank accounts.

**Staff Resource/Department**

Linda Truitt, Finance Director

**Key Focus Area**

Finance

**Summary**

Steven Ventura, Assistant Finance Director will be added as authorized signature and Aimee Nemer will be removed as authorized signature.

**Background/History**

As City staff and elected officers change, this resolution must be updated with current signatures. With the departure of Aimee Nemer from the City of Murphy, Steven Ventura, Assistant Finance Director will be added as authorized signature and Aimee Nemer will be removed as authorized signature. The City requires two signatures on all checks and three staff members are needed to cover absences from the City such as vacation, sick and training.

**Financial Considerations**

N/A

**Other Considerations**

N/A

**Board Discussion/Action**

N/A

**Action Requested**

Approval of a resolution authorizing signature authority to sign and endorse checks and drafts of the City of Murphy bank accounts.

**City Manager Comments**

James will add his comments during the review of your item.

**Attachments**

1) Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING CERTAIN OFFICERS OF THE CITY TO SIGN AND ENDORSE CHECKS AND DRAFTS OF THE CITY OF MURPHY BANK ACCOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY:**

**Section 1.** That any two (2) or more of the following officers of the City shall be authorized to endorse and cash checks, drafts and similar documents on behalf of the City of Murphy in connection with any bank account of the City of Murphy:

<b><u>NAME OF SIGNING OFFICER</u></b>	<b><u>TITLE OF SIGNING OFFICER</u></b>
<u>Bret M. Baldwin</u>	<u>Mayor</u>
<u>James Fisher</u>	<u>City Manager</u>
<u>Linda Truitt</u>	<u>Finance Director</u>
<u>Steven Ventura</u>	<u>Assistant Finance Director</u>
<u>John Daugherty</u>	<u>Mayor Pro Tem</u>
<u>Colleen Halbert</u>	<u>Deputy Mayor Pro Tem</u>

**Section 2.** That any two (2) or more of the signing officers referenced in Section 1 hereof are authorized to receive statements and canceled vouchers of the City of Murphy and to appoint an agent or agents to do the same; furthermore, such officers are authorized to stop payment of checks of the City of Murphy, to revoke stop payment orders, and to open or close banking accounts.

**Section 3.** That the bank which is now depository for city funds is hereby authorized to honor or accept all drafts, checks and similar documents executed or endorsed on behalf of the City of Murphy in the manner provided in Section 1 hereof for the credit of or in payment of any obligations of or by the payee or any other holder.

**Section 4.** That a certified copy of this Resolution shall be complete and full evidence of the enactment of this Resolution and of the authority of the respective officers herein named, and said authority shall remain in full force until written notice of revocation thereof shall be received by the bank or a certified copy of a Resolution designating different officers is received by the bank.

**Section 5.** That any and all resolution, ordinances or other orders of the City Council of the City of Murphy which may be in conflict herewith or any provisions thereof are hereby repealed to the extent of such inconsistency.

**Section 6.** This resolution shall become effective immediately upon approval.

**DULY RESOLVED** by the City Council of the City of Murphy, Collin County, Texas,  
on this the 7th day of August, 2012.

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Bret Baldwin, Mayor  
City of Murphy

ATTEST:

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Acting/Interim City Secretary  
City of Murphy

**Issue**

Consider and/or act upon approval of a resolution approving an agreement between the City of Murphy and D.R. Horton – Texas, Ltd. regarding construction of drainage improvements related to McCreary Road construction project and the development of the Gables at North Hills, Phase 2B.

**Background**

Originally, the City and Forestar (USA) Real Estate Group, the prior owner/developer for this property and project, had agreed that Forestar would be responsible for the construction of certain necessary drainage improvements at McCreary Road as described in the agreement in advance of the City's road construction and in connection with the development of the Gables at North Hills, Phase 2B. D.R. Horton – Texas, Ltd. subsequently became the owner/developer of this property and project and the City agreed to reimburse D.R. Horton for a certain portion of the costs for the improvements. The City bid the project and determined that it would be more beneficial for the City to be responsible for the construction of the improvements and be reimbursed by the developer for a portion of the cost of construction for the improvements. The City's engineer, Hendricks, Birkhoff and Carter, L.L.P., is the engineer of record for the project and is responsible for the design and administration of the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built drawings and data. The project is estimated to be completed by 04/08/13.

**Financial Considerations**

The Engineer's opinion of construction costs is attached to the agreement as Exhibit "C." The projected total amount for construction is \$182,138.55. Developer's reimbursement amount is anticipated to be approximately 50% of this project cost.

**Staff Recommendation**

Motion to approve a resolution approving an agreement between the City of Murphy and D.R. Horton – Texas, Ltd. regarding construction of drainage improvements related to McCreary Road construction project and the development of the Gables at North Hills, Phase 2B.

**Attachments**

Proposed Resolution

Gables at North Hill, Phase 2B Subdivision Agreement Drainage Improvements

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, APPROVING AN AGREEMENT BETWEEN THE CITY OF MURPHY, TEXAS AND D.R. HORTON – TEXAS, LTD., REGARDING THE DEVELOPMENT OF THE GABLES AT NORTH HILLS, PHASE 2B; AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Murphy, Texas (the “City”) and D.R. Horton – Texas, Ltd. (the “Developer”) have determined that the execution of this Agreement and the transactions therein inure to their mutual benefit; and

**WHEREAS**, the City has found and determined that it would be advantageous and beneficial to the citizens of the City for the City to enter into this Agreement.

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

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the City of Murphy, Texas, and are fully incorporated into the body of this resolution.

**Section 2. Purpose of the Agreement.** The Agreement provides for the City to construct certain drainage improvements pursuant to the terms, provisions and conditions set forth in the Agreement; and, the costs and expenses for these improvements shall be reimbursed in part by the Developer according to the terms, provisions and conditions set forth in the Agreement.

**Section 3. Designation of Person(s) Authorized to Sign the Agreement.** The City Manager shall be authorized to sign the Agreement on behalf of the City.

**Section 4.** If any word, section, article, phrase, paragraph, sentence, clause, or portion of this resolution or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force and effect.

**Section 5.** This resolution shall become effective from and after its passage.

**DULY RESOLVED** by the City Council of the City of Murphy, Texas, on the 7th day of August, 2012.

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Bret M. Baldwin, Mayor  
City of Murphy

ATTEST:

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\_\_\_\_\_, Acting/Interim City Secretary  
City of Murphy

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney  
City of Murphy

***EXHIBIT 1***

***Gables at North Hill, Phase 2B Subdivision Agreement  
Drainage Improvements***

**GABLES AT NORTH HILL, PHASE 2B  
SUBDIVISION AGREEMENT  
DRAINAGE IMPROVEMENTS**

This Agreement is made and entered into by and between **THE CITY OF MURPHY, TEXAS** (the "City") and **D.R. HORTON – TEXAS, LTD.**, a Texas limited partnership ("Developer"). The use of the term "City" shall include the City, and its employees, agents or servants. The use of the term "Developer" shall include the Developer, and its employees, contractors, subcontractors, agents or servants.

**R E C I T A L S:**

**WHEREAS**, in connection with the development of certain real property located in the City of Murphy commonly referred to as The Gables at North Hills, Phase 2B and more particularly described on the plat and legal description attached hereto as Exhibit "A" and fully incorporated herein by reference for all purposes (the "Property"), certain drainage improvements described in paragraph 1 below (the "Drainage Improvements") are required to be constructed as a condition of approval of Developer's final plat for the Property; and

**WHEREAS**, the City agrees to construct the Drainage Improvements pursuant to the terms, provisions and conditions set forth herein; and

**WHEREAS**, Developer agrees to pay the City for a portion of the cost of construction of the Drainage Improvements pursuant to the terms, provisions and conditions set forth herein; and

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the covenants and agreements hereinafter set forth and other good and valuable consideration to each in hand paid by the other, the City and Developer hereby agree as follows:

1. Construction of Drainage Improvements:
  - a. The City agrees to perform and complete in a good and workmanlike manner, the Drainage Improvements as follows:
    - i. storm sewer line "BC", less the Type PW Concrete Headwall with parallel wings and less the 70 L.F. of TxDOT Type C221 Combination Guard Rail as depicted and described on plan sheet 44 attached as Exhibit "B-1" hereto and fully incorporated herein by reference for all purposes and the associated junction box "A" as depicted and described on plan sheet 69 attached as Exhibit "B-2" hereto and fully incorporated herein by reference for all purposes; and
    - ii. storm sewer line "D", from Station 0+00 to Station 7+10.64, less the 7-foot Type B Storm Sewer Manhole as depicted and described on plan sheets 46 and 47 attached as Exhibits "B-3" and "B-4" hereto respectively and fully incorporated herein by reference for all purposes;
    - iii. all incidental underground and aboveground attachments, equipment and appurtenances related to the storm sewer lines described above including, but not

limited to manholes, pipelines, junction boxes, inlets, flumes, headwalls, wingwalls, slope pavement, gabions, rock rip-rap and other erosion control measures necessary for drainage; and

iv. all pavement, street repairs and other repairs, including all repairs that will restore the area where work is being performed by the City to its original condition, made necessary because of the construction of the Drainage Improvements.

b. The City's engineer, Gary C. Hendricks, Birkhoff, Hendricks & Carter, L.L.P. (the "City Engineer"), shall be the engineer of record on the project and shall design and administer the construction of the Drainage Improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as built drawings and data. The Drainage Improvements shall be constructed by the City in strict conformance with the City's current design standards, including, without limitation, the City's technical construction standards and specifications ("TCSS"), Sections 70-140 and 70-80 of the Murphy Code of Ordinances, plan sheets attached hereto as Exhibits "B-1," "B-2," "B-3," and "B-4" and any other applicable City standards (hereinafter collectively referred to as the "City Standards").

c. The City shall perform any changes or alterations in the installation of the Drainage Improvements required in connection with changed conditions and/or to resolve potential conflicts with other utilities. In such event, the Not To Exceed Project Cost Maximum (defined below) may be adjusted to include the costs of such changes and alterations provided that such changes and/or alterations could not have been reasonably anticipated by the City. The City shall notify Developer, in writing, no later than thirty (30) days following any event which it will seek an adjustment to the Not To Exceed Project Cost Maximum. The City shall bear the burden of proof in any proceeding or otherwise to show that such changes and/or alterations could not have been reasonably anticipated. To minimize the potential for unanticipated changes, the City has been given access to the Property, access to all sites where the work will be performed, various design drawings and other related documents, and the City has satisfied itself with respect to all aspects of the work to be accomplished by the City. In such event, the Not To Exceed Project Cost Maximum (defined below) shall be adjusted to include the costs of such changes and alterations.

2. Responsibility for Costs of Construction of the Drainage Improvements; Reimbursement to City: The City agrees to furnish all additional engineering (if any), labor, equipment, materials and bonds necessary to construct the Drainage Improvements in accordance with the work schedule provided in paragraph 4 and the terms and conditions of this Agreement at a cost not to exceed the estimated total costs of the construction of the Drainage Improvements (the "Not To Exceed Project Cost Maximum") as provided on Exhibit "C," subject to adjustment as provide in paragraph 1.c. The City shall be responsible for, at its sole cost and expense, the total costs of the construction of the Drainage Improvements, including any costs and expenses in excess of the Not To Exceed Project Cost Maximum, subject to the following reimbursement obligation and agreement: After completion of construction of the Drainage Improvements in accordance with this Agreement and the City's issuance of a Notice of Completion as provided in paragraph 7 below, all of which are conditions precedent to the Developer's obligation to reimburse the City, Developer shall reimburse the City within thirty (30) days of the issuance of

the Notice of Completion for fifty percent (50%) of the Not To Exceed Project Cost Maximum (the "Reimbursement Amount"). Developer shall not be liable for any reimbursement costs and expenses in excess of the Reimbursement Amount. Any reimbursement by the Developer under this paragraph shall not waive Developer's rights to recover for a breach of this Agreement and/or to assert any other remedy available to the Developer under law or in equity. Developer's obligation to pay the Reimbursement Amount to the City shall survive the termination of this Agreement (subject to any defenses and/or right of offset in the event of a termination for breach of the Agreement). The failure to pay the Reimbursement Amount when due shall be an event of default by Developer and the City shall be entitled to any and all of the remedies available at law or in equity. Developer may not apply for a final plat for the Property until the Developer has paid the Reimbursement Amount to the City; and, until the Developer has paid the Reimbursement Amount to the City, any final plat application shall be deemed incomplete and shall not be accepted for official submission by the City and shall not be placed on an agenda or scheduled for a Planning and Zoning or City Council meeting until the City has determined and confirmed in writing to the Developer that the Developer has paid the Reimbursement Amount to the City. Notwithstanding anything in this Agreement to the contrary, in no event shall Developer or the City be liable for any speculative, consequential or punitive damages, and each party hereby covenants and agrees not to seek or sue for any such damages.

3. Placement of Drainage Improvements: The City shall place all Drainage Improvements within public rights-of-way as designated by the City and the Permanent Drainage Easement and Temporary Construction Easement dated October 5, 2007 (the "Drainage Easement") filed in the public records of Collin County, Texas and attached hereto as Exhibit "D." The City acknowledges and agrees that the Drainage Easement is not depicted on the final plat for McCreary Creek Estates, Phase I (the "McCreary Creek Estates Plat") filed in the public records of Collin County, Texas and that the property owners of Lot 30, Block A and Lot 29, Block A of the McCreary Creek Estates, Phase I subdivision may be unaware of the Drainage Easement on their property. No later than ten (10) days prior to commencement of construction of the Drainage Improvements on Lots 29 and 30, Block A, the City agrees to notify the property owners (the "Property Owners"), both verbally and in writing, that the City will be working on that portion of the Drainage Easement crossing their property. In the event that the Property Owners object to the construction of the Drainage Improvements on their property and work is delayed on the Drainage Improvements, such delays may form the basis of any adjustment in the Not To Exceed Project Cost Maximum, and the City expressly waives any and all claims, suits, actions, losses and damages arising from and/or related to the omission of the Drainage Easement from the McCreary Creek Estates Plat.

4. Work Schedule: The City shall submit to Developer a work schedule. The work schedule shall include a progress chart and shall indicate starting and completion dates for each phase of the Drainage Improvements. All work on the Drainage Improvements shall be completed within 200 days of the Effective Date, as defined in paragraph 22 below.

5. Work in Rights-of-Way: The City shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way.

6. Right of Access by Developer: Developer shall at all times during the term of this Agreement have a right of access and entry to the lands upon which the Drainage Improvements are being constructed to review and inspect the work being performed by the City.

7. Completion of Work; Notification by City: All of the Drainage Improvements shall be done under the inspection of and to the reasonable satisfaction of the City and shall not be deemed complete until reasonably determined to be complete by the City. Upon completion of the required Drainage Improvements in conformance with this Agreement, the City shall forward to the Developer a written letter of satisfactory completion ("Notice of Completion") wherein the City acknowledges that the City considers the Drainage Improvements complete for all purposes, including satisfaction of the drainage improvements necessary for approval by the City Council of the final plat of the Property.

8. Non-waiver of City Codes: Developer expressly acknowledges that by entering into this Agreement, Developer shall never claim or construe, and neither Developer nor its successors or assigns shall ever be entitled to claim or construe, this Agreement as waiving any of the requirements of the City's Zoning Ordinance, as amended, the City's Subdivision Development Ordinance, as amended, any other ordinance or applicable regulation of the City or any other agreement between Developer and the City. In addition to the obligations specified in this Agreement, Developer is obligated to perform all other improvements as specified by the City's Subdivision Development Ordinance as a condition of final plat approval.

9. Term of the Agreement: The term of the Agreement shall commence upon the Effective Date and end on the second anniversary of the Effective Date.

10. Notices: Any notices, consents or other communications required or permitted to be given pursuant to this Agreement must be in writing and must be given by personal hand delivery, facsimile transmission or certified mail and shall (except to the extent otherwise expressly provided herein) be deemed to have been given and received when actually received (whether actually received or not) two (2) business days after a certified letter containing such notice, consent or other communication, properly addressed, with postage prepaid, return receipt requested, is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the continental United States of America addressed to the parties hereto at the following respective addresses:

If intended for the City:

City of Murphy  
206 North Murphy Road  
Murphy, Texas 75094  
Attention: Mayor  
Telephone No.: 972-467-7808

with a copy to:

City of Murphy  
206 North Murphy Road  
Murphy, Texas 75094  
Attention: City Manager  
Telephone No.: 972-468-4007  
Facsimile No.: 974-468-4008

with a copy to: Messer, Campbell & Brady, LLP  
3651 Preston Rd, Ste. 350  
Frisco, Texas 75034  
Attention: Wm. Andrew Messer  
Telephone No.: 972-424-7200  
Facsimile No.: 972-4624-7244

If to Developer: D.R. Horton – Texas, Ltd.  
4306 Miller Road  
Rowlett, Texas 75088  
Attention: Les Brannon  
Regional Counsel  
Telephone No.: 514-607-4244  
Facsimile No.: 214-475-6583

and with a copy to: Koons Real Estate Law  
3400 Carlisle Street, Suite 400  
Dallas, Texas 75204  
Attention: Martin E. Garza  
Telephone No.: 214-954-0067  
Facsimile No.: 214-954-0108

or to such other substitute address and/or addressee as any party hereto shall designate by written notice to the other party in accordance with the terms of this paragraph; provided, however, that no such notice of change of address and/or addressee shall be effective unless and until actually received by the party to whom such notice is sent.

11. Entire Agreement: This Agreement (including the exhibits attached hereto) embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

12. Choice of Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and venue for any action hereunder shall be in Collin County, Texas.

13. Effect of Agreement: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. Time is of the Essence: With respect to all provisions of this Agreement, time is of the essence; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Texas or the United States of

America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. The term "days" as used herein shall mean calendar days, with the exception of "business days," which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of Texas or United States of America.

15. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing any such counterparts. In addition, each and all of the parties hereto agree that facsimile signatures and other electronically transmitted signatures shall be sufficient to validly bind and obligate the parties hereunder.

16. Dispute Resolution: If any claim, dispute or controversy arises with regard to the interpretation and/or performance of this Agreement or any of its provisions, the parties agree to attend non-binding mediation before seeking judicial intervention. It shall be the obligation and responsibility of all parties to equally share the cost for such mediation. The mediator shall be mutually agreed to by the parties, and if agreement cannot be reached, the mediator shall be chosen by the county judge of Collin County, Texas. The parties to this Agreement expressly agree that the dispute resolution provisions specified herein shall be a condition precedent before filing of any suit. If any party initiates any legal action or proceeding to enforce or interpret any of the terms or provisions of this Agreement without first following the express provisions of this Section, that party expressly waives its right to recover attorney's fees and costs against the other Party.

17. No Partnership: Nothing in this Agreement shall be construed to make any of the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other party.

18. Authority: Each party hereunder represents and warrants that it and the person who executed this Agreement has the requisite authority to execute and deliver this Agreement in their individual or representative capacity as indicated.

19. Rules of Construction: The parties executing this Agreement acknowledge that they have reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

20. Severable Provisions: If any provision of this Agreement is illegal, invalid, or unenforceable in whole or in part for any reason, under present or future laws, then and in that event, it is the intention of the parties hereto that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected.

21. Governmental Powers; Waivers of Immunity: By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights. Moreover, nothing in this Agreement shall give rise to any claim by Developer to create any waiver of any claims, defenses or immunities that the City has with respect to suits against the City. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any

third parties or any persons other than the parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

22. Effective Date: The "Effective Date" of this Agreement shall be the date on which this Agreement is approved by the City Council of the City after execution by Developer.

*[ The remainder of this page is intentionally left blank. ]*

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY:

CITY OF MURPHY, TEXAS

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

Name: James Fisher

Title: City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Andy Messer, City Attorney

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2012.

DEVELOPER:

D.R. HORTON - TEXAS, LTD.,  
a Texas limited partnership

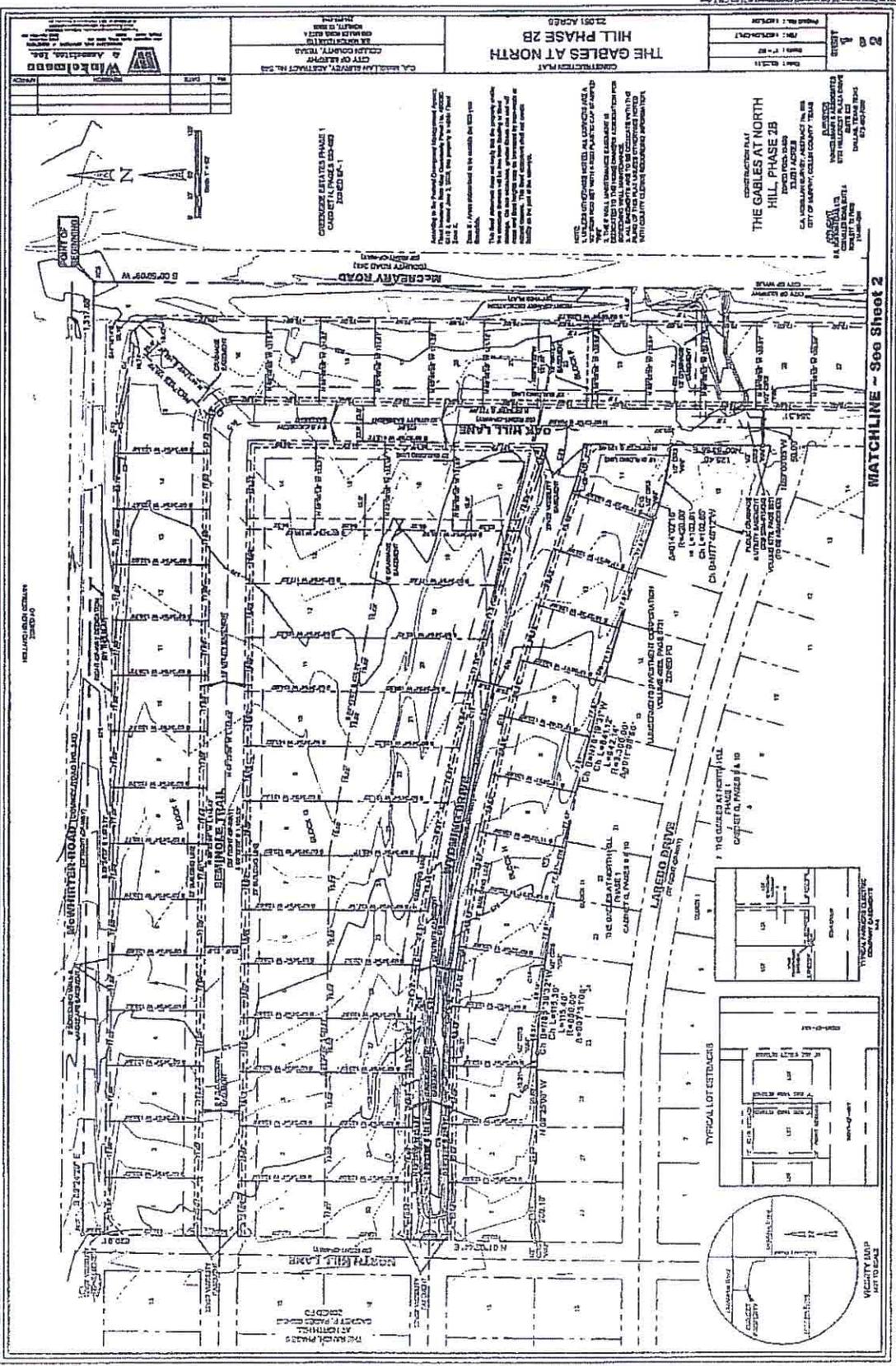
By: D.R. Horton, Inc., a Delaware corporation,  
its authorized agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Martin E. Garza. Attorney for Developer



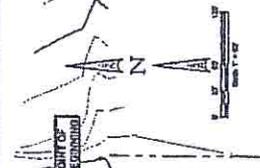


**WILKINSON**  
 & ASSOCIATES, INC.  
 1000 W. 10th Street  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 521-1111  
 Fax: (405) 521-1112

23.051 ACRES  
**THE GABLES AT NORTH HILL PHASE 2B**  
 CONSTRUCTION PLAN  
 CITY OF LEBANON, COCONINO COUNTY, ARIZONA  
 C.A. RESUBDIVISION ACT No. 248

APPROVED BY THE PLANNING COMMISSION  
 This subdivision has been approved by the Planning Commission of the City of Lebanon, Arizona, on the 15th day of August, 2007.  
 Date of Approval: 8/15/07  
 The final approved plan shall be subject to the approval of the City of Lebanon, Arizona, and the Arizona Department of Transportation, and the Arizona Department of Transportation shall have the right to approve or disapprove the final approved plan.

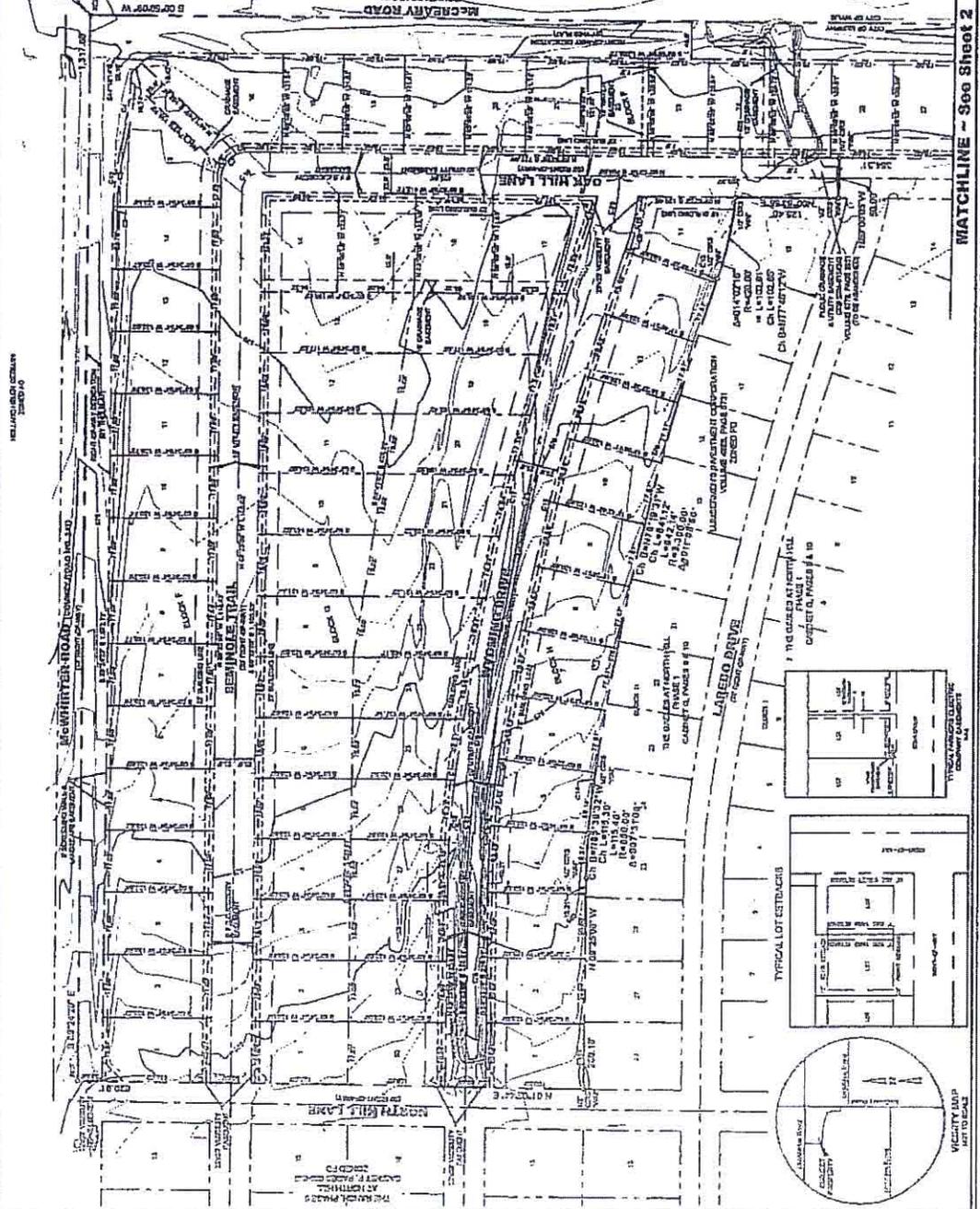
CONTRACTOR: **THE GABLES AT NORTH HILL PHASE 2B**  
 1000 W. 10th Street  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 521-1111  
 Fax: (405) 521-1112



**CHANGING LOTS PHASE 1**  
 ZONED R-1

1. ALL LOTS SHOWN ON THIS PLAN ARE SUBJECT TO THE CITY OF LEBANON, ARIZONA, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE THE FINAL APPROVED PLAN.

**THE GABLES AT NORTH HILL PHASE 2B**  
 1000 W. 10th Street  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 521-1111  
 Fax: (405) 521-1112



HOLLAND COUNTY TRACT 40

McWHORTER ROAD

BEVINOLE TRAIL

OAK HILL LANE

McCREARY ROAD

OAK HILL LANE

BEVINOLE TRAIL

McWHORTER ROAD

OAK HILL LANE

LAREDO DRIVE

McWHORTER ROAD

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LAREDO DRIVE

McWHORTER ROAD

McCREARY ROAD



FIELD NOTE DESCRIPTION  
THE GABLES AT NORTH HILL, PHASE 2B

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS, D.R. Horton – Texas, Ltd., is the owner of a tract of land situated in the C A McMillan Survey, Abstract No. 588 as described in a deed to D.R. Horton – Texas, Ltd., and recorded in the Deed Records of Collin County, Texas (DRCCT) as Instrument No. 20110915000983650 and being more particularly described as follows:

BEGINNING at the most northeasterly corner of said D.R. Horton's tract, said iron rod also being at the intersection of the centerline of McCreary Road (a 92 foot right-of-way) and the centerline of McWhirter Road (a 60 foot right-of-way);

THENCE along the centerline of said McCreary Road South 00 degrees 59 minutes 09 seconds West a distance of 1285.11 feet to the most northeasterly corner of The Gables At North Hill, Phase 1 an addition to the City of Murphy as recorded in Cabinet Q, Pages 9 & 10 of the Map Records of Collin County, Texas (MRCCT);

THENCE departing the centerline of said McCreary Road and along the northerly line of said The Gables At North Hill, Phase 1 as follows:

North 89 degrees 06 minutes 05 seconds West a distance of 166.04 feet to a point for corner;

North 00 degrees 53 minutes 55 seconds East a distance of 364.31 feet to a point for corner;

North 89 degrees 06 minutes 05 seconds West a distance of 50.00 feet to a point for corner;

North 00 degrees 53 minutes 55 seconds East a distance of 125.46 feet to the beginning of a non-tangent curve to the right having a radius of 420.00 feet, a chord bearing North 77 degrees 46 minutes 12 seconds West and a chord distance of 102.65 feet;

Along said non-tangent curve to the right through central angle of 14 degrees 02 minutes 18 seconds for an arc length of 102.91 feet to the beginning of a curve to the left having a radius of 3300.00 feet, a chord bearing North 76 degrees 19 minutes 31 seconds West and a chord distance of 641.12 feet;

Along said curve to the left through central angle of 11 degrees 08 minutes 56 seconds for an arc length of 642.14 feet to the beginning of a curve to the left having a radius of 880.00 feet, a chord bearing North 85 degrees 39 minutes 32 seconds West and a chord distance of 115.39 feet;

Along said curve to the left through central angle of 07 degrees 31 minutes 06 seconds for an arc length of 115.48 feet to a point for corner;

North 89 degrees 25 minutes 06 seconds West a distance of 260.18 feet to a point for corner in the westerly right-of-way line of North Hill Lane (a 50 foot right-of-way);

THENCE departing the northerly line of said The Gables At North Hill, Phase 1 and along the westerly right-of-way line of said North Hill Lane North 01 degrees 02 minutes 44 seconds East a distance of 620.91 feet to the most northeasterly corner of The Ranch, Phase 5 At North Hill an addition to the City of Murphy as recorded in Cabinet P, Pages 898-899 (MRCCT), said iron rod also being in the centerline of said McWhirter Road;

THENCE departing the westerly right-of-way line of said North Hill Lane and along the centerline of said McWhirter Road South 89 degrees 24 minutes 20 seconds East a distance of 1317.68 feet to the POINT OF BEGINNING;

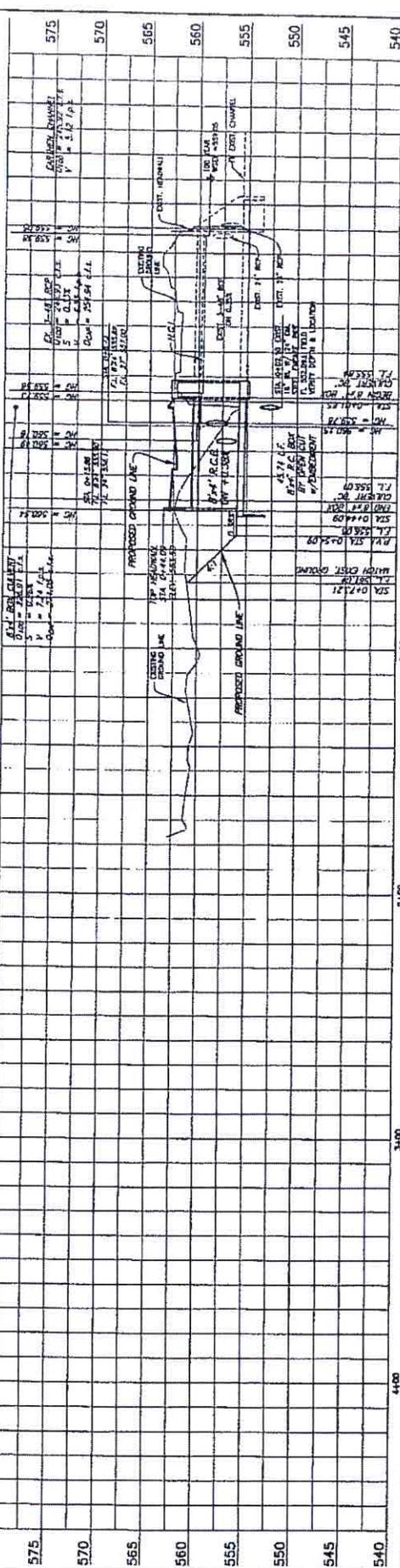
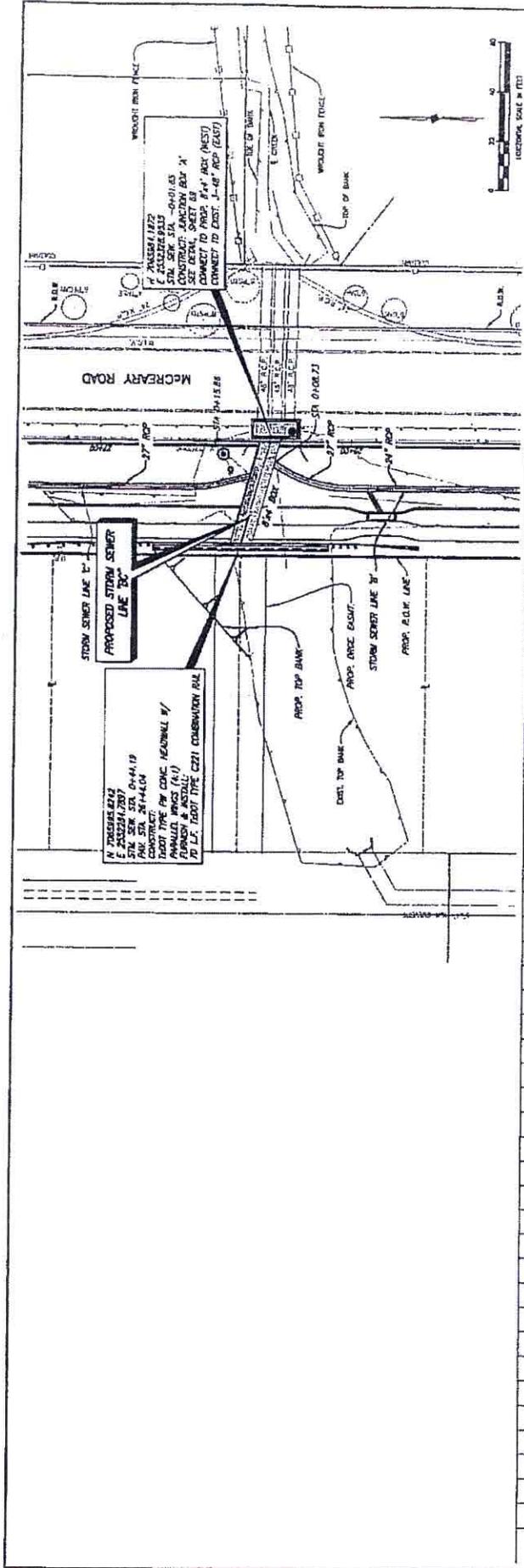
Containing within these metes and bounds 23.051 acres or 1,004,083 square feet of land more or less.

The bearings contained herein are based upon the centerline of North Hill Lane (North 01 deg 02 min 44 sec East) as recorded in Cabinet P, Page 898-899 Plat Records, Collin County, Texas (P.R.C.C.T.)

**Exhibit "B-1" through "B-4"**

**Design Plan Sheets and Specifications**

**Exhibit "B-1"**

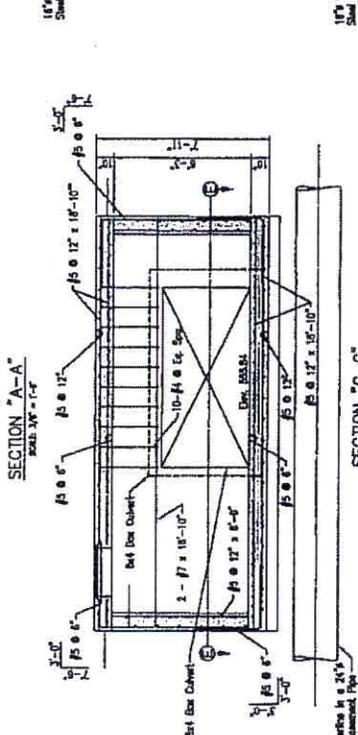
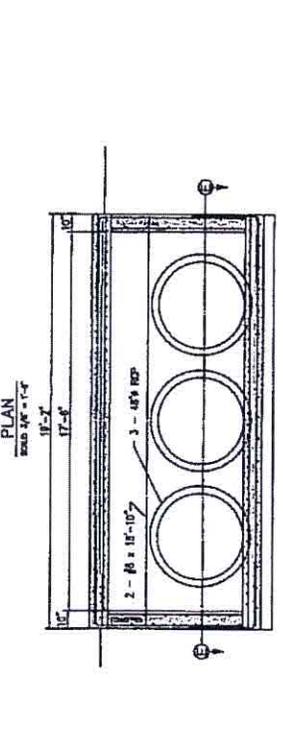
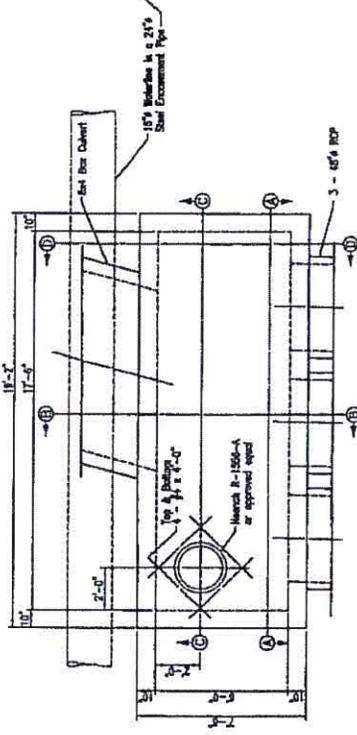
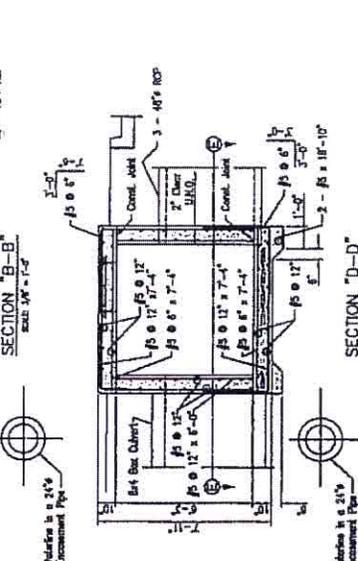
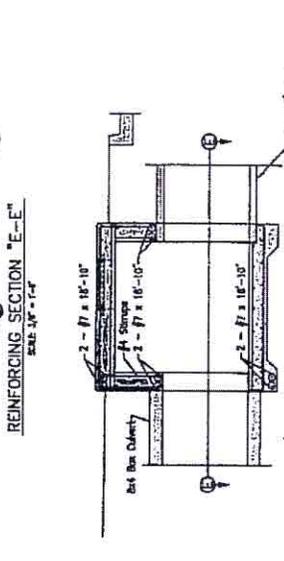
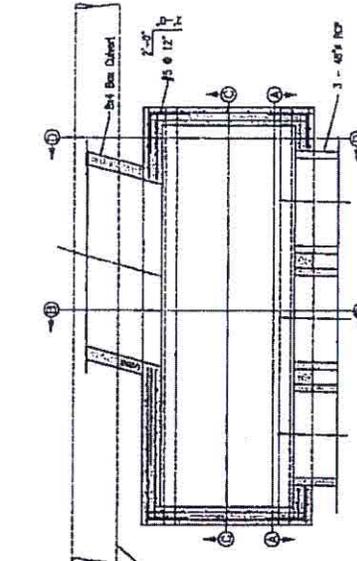


<p><b>BIRKHOFF, HENDRICKS &amp; CARTER, L.L.P.</b>          PROFESSIONAL ENGINEERS          Texas Firm F218          1110 University Ave., Suite 600          Dallas, Texas 75215 (214) 341-7700</p>		<p><b>CITY OF MURPHY, TEXAS</b>          MCCREARY ROAD PAVING AND DRAINAGE IMPROVEMENTS          PROPOSED STORM SEWER LINE "B"          PLAN &amp; PROFILE STA. -0+1.65 TO STA. 0+723.1</p>		<p>BUC PROJECT NO          2015-14</p>	<p>SHEET NO          44</p>
<p>DATE SCALE: 1:1          DATE: 02/10/15</p>		<p>DATE SCALE: 1:1          DATE: 02/10/15</p>		<p>FEBRUARY, 2012</p>	<p>REVISIONS: 2/10/15 - Safety</p>

**Exhibit "B-2"**

**NOTE:**

1. Concrete shall be Class C (3,000 psi).
2. All reinforcing steel shall conform to the requirements of ASTM A615, Grade 60.
3. See Bridge Plans for location.
4. Design according to the requirements of AASHTO "Standard Specifications for Highway Bridges", H. 63, loading.
5. Field and reinforcing shall be cast placed RCP & RCB by 2'.
6. Check all external edges of Concrete  $3/4"$ .
7. Manhole top & cover shall be rated for a 25,000 lb. wheel loading.
8. Construction shall conform to TxDOT's 2004 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES.
9. See Sheet S2P-100 for connection of RCB to Junction Box.



<p><b>BIRKHOFF, HENDRICKS &amp; CARTER, L.L.P.</b>          PROFESSIONAL ENGINEERS          Texas Firm #232          11016 Greenway Drive, Suite 400          Dallas, Texas 75244 (214) 341-7200</p>	<p><b>CITY OF MURPHY, TEXAS</b>          RECREARY ROAD PAVING AND DRAINAGE IMPROVEMENTS          STRUCTURAL DETAILS          STORM SEWER JUNCTION BOX "A"          STA. 28+44.04</p>	B/C	SHEET NO.
		PROJECT NO.	69
<p>PLUT SCALE: 1:1      PLOT DATE: 11/20/11</p>		DATE	January, 2012

REVISED: 1/23/11 - Confirmed

**Exhibit "B-3"**



**Exhibit "B-4"**



**Exhibit "C"**

**Estimated Total Costs of the Drainage Improvements**

**GABLES PHASE 2B DEVELOPER AGREEMENT  
"EXHIBIT C"**

**Owner:** City of Murphy, Texas  
**Project:** McCreary Road Paving & Drainage Improvements

**Contract Date:** June 5, 2012  
**Original Contract Amt:** \$ 1,907,133.47

**Contractor:** McMahon Contracting, L.P.  
P.O. Box 153086  
Irving, Texas 75015-3086

**Project Start Date:** 12-Jul-2012  
**Est. Completion Date:** 8-Apr-2013

**Allotted:** 270

Item No.	Description	Unit	Contract Price	Gables Apptox. Qty.	Gables Extended Amount
1	Right of Way w/Clearing & Grubbing	Sta.	\$1,053.00	12%	\$4,296.24
2	Dispose of RC Pvmnt, Curbs, Sidewalks or Drwys	S.Y.	\$9.80	79	\$774.20
4	Full Depth Saw-Cutting	L.F.	\$1.70	142	\$241.40
12	8" Reinforced Concrete Pavement	S.Y.	\$31.75	79	\$2,508.25
13	6" Monolithic Concrete Curb	L.F.	\$1.30	31	\$40.30
22	Longitudinal Butt Joint	L.F.	\$5.00	142	\$710.00
38	21" RCP, Class III, including Embedment	L.F.	\$49.68	158	\$7,849.44
46	6'x3' Reinf Conc Box Culvert w/Embedment	L.F.	\$193.48	511	\$98,868.28
47	6'x4' Reinf Conc Box Culvert w/ Embedment	L.F.	\$207.26	150	\$31,089.00
48	8'x4' Reinf Conc Box Culvert w/ Embedment	L.F.	\$275.11	46	\$12,655.06
49	TxDOT Ty SW-0 Wingwalls (Downstream Ln-D)	Ea.	\$3,000.00	1	\$3,000.00
57	Transition Junction Structure 'BC'	L.S.	\$8,000.00	1	\$8,000.00
68	3-ft. x 3-ft. Wye Inlet with Apron	Ea.	\$2,525.00	1	\$2,525.00
72	Unclassified Channel Excavation	C.Y.	\$8.45	520	\$4,394.00
76	Reinforced Concrete Rip-Rap (5")	S.Y.	\$54.00	35	\$1,890.00
77	Signs, Traffic Control Devices, Pvmnt Markings	L.S.	\$13,500.00	12%	\$1,620.00
83	Storm Water Pollution Prevention Plan & Design	L.S.	\$1,524.00	12%	\$182.88
84	Storm Water Pollution Prevention System	L.S.	\$8,100.00	12%	\$972.00
86	Trench Safety Plan and Design	L.S.	\$750.00	12%	\$90.00
87	Trench Safety Systems	L.F.	\$0.50	865	\$432.50
<b>TOTAL AMOUNT:</b>					<b>\$182,138.55</b>

**Exhibit "D"**

**Recorded Drainage Easement**



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE OUT ANY AND ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §  
COUNTY OF COLLIN § KNOW ALL MEN BY THESE PRESENTS §

CITY OF MURPHY, TEXAS  
PERMANENT DRAINAGE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT

DATE: October 5, 2007

GRANTOR: McCreary/Donihoo Partners, Ltd., a Texas Limited Partnership

GRANTOR'S MAILING ADDRESS: 4925 Greenville Avenue, Suite 1020  
Dallas, Texas 75206

GRANTEE: CITY OF MURPHY, TEXAS

GRANTEE'S MAILING ADDRESS:

206 North Murphy Road  
Murphy, Texas 75094

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: **Legal Description**  
(See attached Exhibits "A" and "B")

Grantor, for the consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, (a) an exclusive, perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent Drainage Facility, hereafter referred to as "Facility". The Facility includes all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, pipelines, junction boxes, inlets, flumes, headwalls,

PERMANENT DRAINAGE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT -Page 1

wingwalls, slope pavement, gabions, rock rip-rap and other erosion control measures in, upon, under and across a portion of the Property and more fully described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility; and (b) a temporary construction easement as described in Exhibit "B" attached hereto and made a part hereof, to use in connection with the construction of said Facility, said temporary construction easement to expire upon completion of construction and acceptance by Grantee of said Facility.

The Facility shall be constructed in accordance with plans to be prepared by Winkelmann & Associates, Inc. and approved in writing by Grantor prior to construction (which approval shall not be unreasonably withheld, conditioned or delayed).

In no event shall Grantor (I) use the Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the easement property a permanent structure or building, including monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit, or any structure not requiring a building permit but which may threaten the structural integrity or capacity of the storm drain and its appurtenances. However, Grantor shall be permitted to install and maintain driveways and parking lots across the easement and install and maintain non-masonry fencing in the easement property as long as fence posts are less than eighteen (18) inches in depth. Grantee shall be obligated to restore the surface of the Property at Grantee's sole cost and expense, including the restoration of any grasses, sidewalks, driveways, or similar surface improvements located upon or adjacent to the above-described easement which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the easement granted hereunder provided, however, that Grantee shall not be obligated to restore or replace other improvements installed in violation of the provisions and intended use of this Easement.

TO HAVE AND TO HOLD the above-described permanent easement, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the permanent easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

TO HAVE AND TO HOLD the above-described temporary construction easement, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns until the completion of construction and acceptance of the Facility by Grantee. Grantor does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, the temporary construction easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Notwithstanding anything to the contrary contained or implied elsewhere herein, it is expressly agreed and understood that Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Forestar"), shall initially construct or cause to be constructed the Facility in, upon, under and across a portion of the Property. By its execution below, Forestar covenants and agrees to indemnify, defend and hold Grantor harmless against all claims, demands, losses, damages, liabilities of every kind including all expenses of litigation, court costs and reasonable attorneys'

PERMANENT DRAINAGE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT -Page 2

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fees) suits, actions and judgments for injury or death of any person and for damages to any property real or personal against Grantor to the extent the same are caused or occasioned by (a) Forestar's initial construction of the Facility, (b) Forestar's exercise of its rights in connection with the easement and/or (c) the failure of Forestar to perform the obligations of Grantee with respect to restoration of the surface of the Property insofar as it relates to the initial construction of the Facility by Forestar. Forestar shall permit a representative of Grantor to inspect (a) the headwall prior to pouring of concrete, (b) the placement of the rip-rap rock prior to completion, and (c) the storm sewer outfall within one (1) year after construction and with Forestar to make any necessary repairs to the Facility at that time.

When the context requires, singular nouns and pronouns include the plural.

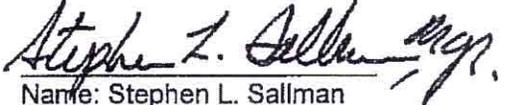
See Addendum A attached hereto and fully incorporated herein by reference for all purposes for a continuation of terms and provisions.

GRANTOR:

McCreary/Donihoo Partners, Ltd.,  
a Texas limited partnership

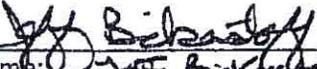
By: Warner Land Advisors, Ltd.,  
its general partner

By: Warner Capital, L.L.C.,  
its general partner

By:   
Name: Stephen L. Sallman  
Title: Manager

GRANTEE:

City of Murphy

By:   
Name: Jeff Bickelhoff  
Title: Assistant City Manager

PERMANENT DRAINAGE EASEMENT

AND TEMPORARY CONSTRUCTION EASEMENT -Page 3

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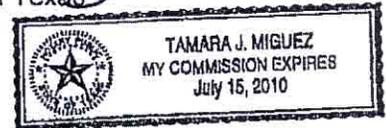
ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Stephen L. Sallman, Manager of Warner Capital, L.L.C., the general partner of Warner Land Advisors, Ltd., the general partner of McCreary/Donihoo Partners, Ltd., a Texas limited partnership, known to me to be the same person and manager whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said company and limited partnerships and that he executed the same as the act of said company and limited partnerships for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of October, 2007.

Tamara Miguez  
Notary Public in and for the State of Texas



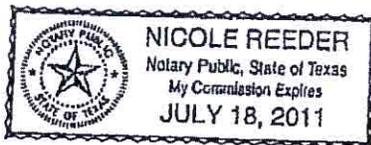
ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF Collin §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jeff Bickerstaff, Assistant City Manager of the City of Murphy, Texas, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Murphy and that he executed the same as the act of the City of Murphy for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of November, 2007.

Nicole Reeder  
Notary Public in and for the State of Texas

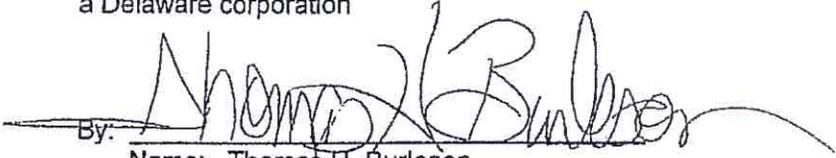


PERMANENT DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT -Page 4

JOINDER

Forestar (USA) Real Estate Group Inc., a Delaware corporation, is executing this instrument only for the purpose of evidencing its obligations solely with respect to the Facilities as set forth above.

FORESTAR (USA) REAL ESTATE GROUP INC.,  
a Delaware corporation

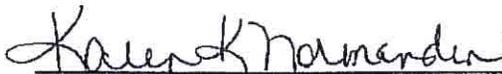
By:   
Name: Thomas H. Burleson  
Title: Executive Vice President

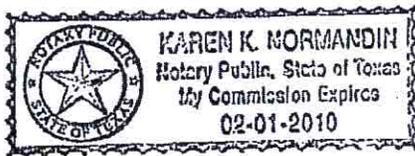
ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas H. Burleson, Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of October, 2007.

  
Notary Public in and for the State of Texas



CONSENT TO CITY OF MURPHY, TEXAS  
PERMANENT DRAINAGE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT

Bank of Texas, N.A. ("Lender"), being the owner and holder of certain liens and security interests created by an existing Deed of Trust and Vendor's Lien against, among other property, the Property, hereby consents to the grant and recordation of the foregoing grant of easement and agrees that the foreclosure by Lender of any of its liens or security interests shall in no way vitiate, impair, release, extinguish or otherwise adversely affect the foregoing grant of easement which shall continue to remain in full force and effect against the Property.

EXECUTED this the 5<sup>th</sup> day of October, 2007.

BANK OF TEXAS, N.A.

By: [Signature]  
Name: Jeff M. Smith  
Title: AVP

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jeff M. Smith, AVP of Bank of Texas, N.A., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein and in the capacity therein stated as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11<sup>th</sup> day of October, 2007.

[Signature]  
Notary Public, State of Texas

My Commission Expires:



PERMANENT DRAINAGE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT -Page 6

## ADDENDUM A

In addition to installing and maintaining driveways and parking lots across the easement, Grantor reserves and retains the rights to build within and use the Property for private or public streets, roads, driveways, alleys, walks, gardens, lawns, berms, landscaped areas, trees, shrubs, irrigation improvements and other like uses, to grant other easements to such persons and entities as Grantor may deem proper and/or to dedicate all or any part of the Property for public use as a street, road or alley, except that neither Grantor nor Grantor's successors in interest shall in any event (a) use the Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (b) erect or permit to be erected within the Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit, or any structure not requiring a building permit but which may threaten the structural integrity or capacity of the storm drain and its appurtenances. In no event shall the Grantor be prohibited from installing non-masonry fencing in the easement as long as posts are less than eighteen (18) inches in depth.

Notwithstanding anything to the contrary contained in this easement document, Grantor's warranty and duty to defend the above-described easements and the rights granted hereunder will only be against every person whomsoever lawfully claiming or to claim the same, or any part thereof, claiming by, through or under Grantor, but not otherwise, subject to any and all existing easements and other matters of record which affect the Property as of the date hereof and the rights reserved by Grantor as set forth above; provided, however, Grantor expressly warrants and represents that no liens exist with respect to the Property except for (a) any liens for ad valorem taxes for the year 2007 which are not yet due or payable and which Grantor shall pay in full prior to delinquency, and (b) liens in favor of Bank of Texas, N.A.

### PERMANENT DRAINAGE EASEMENT

### AND TEMPORARY CONSTRUCTION EASEMENT -Page 7

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EXHIBIT "A"

FIELD NOTE DESCRIPTION  
20' DRAINAGE EASEMENT  
EXHIBIT "A"

STATE OF TEXAS  
COUNTY OF COLLIN

BEING a portion of a tract of land situated in the S LEWIS SURVEY, Abstract No. 529 as described in a deed to E. R. Donihoo and recorded in Volume 549B, Page 461 of the Deed Records of Collin County, Texas (DRCT) of the Land Records of Collin County, Texas (LRCT) and being more particularly described as follows:

COMMENCING at a railroad spike found for the intersection of the centerline of McCreary Road (a 92 foot right-of-way) and the centerline of McWhirter Road (a 80 foot right-of-way), said iron rod also being the most southerly corner of said Donihoo tract and the most northeasterly corner of Creekside Estates, Phase I;

THENCE along the northerly line of said Creekside Estates, Phase I North 89 degrees 53 minutes 08 seconds East a distance of 30.00 feet to a point;

THENCE departing the northerly line of said Creekside Estates, Phase I North 00 degrees 58 minutes 23 seconds East a distance of 10.00 feet to the POINT OF BEGINNING;

THENCE North 00 degrees 58 minutes 23 seconds East a distance of 20.00 feet to a point;

THENCE North 89 degrees 53 minutes 08 seconds East a distance of 588.86 feet to a point;

THENCE South 00 degrees 06 minutes 52 seconds East a distance of 20.00 feet to a point;

THENCE South 89 degrees 53 minutes 08 seconds West a distance of 580.00 feet to the POINT OF BEGINNING;

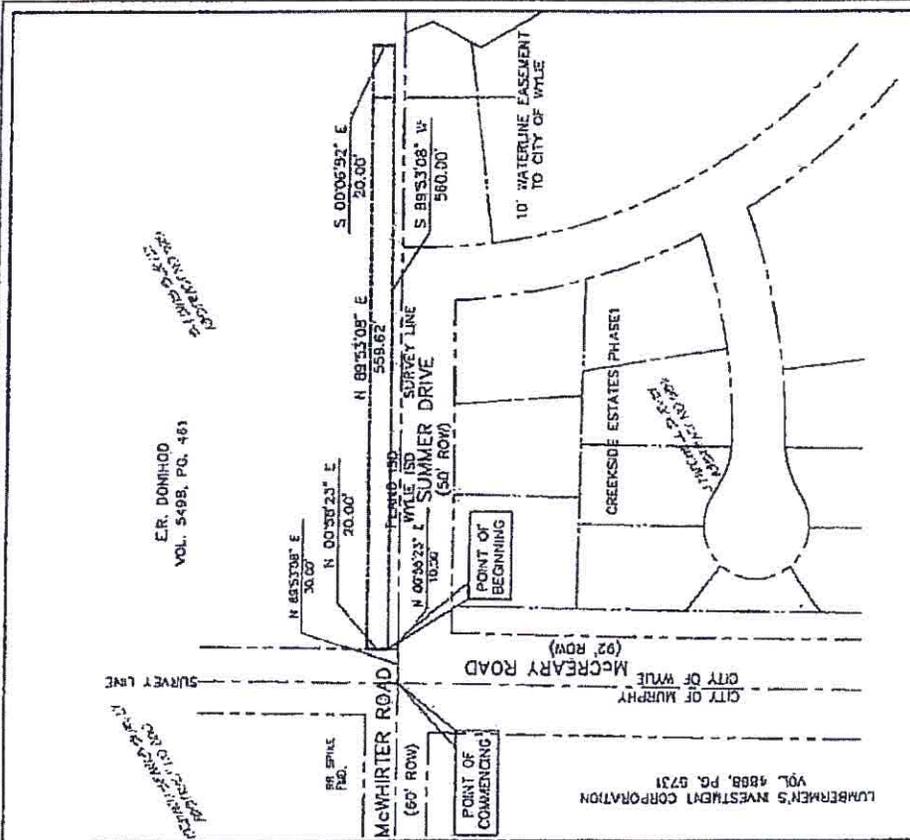
Containing within these metes and bounds 0.257 acres of land more or less.

The bearings contained herein are based upon the deed to Lumbermen's Investment Corporation and recorded in Volume 486B, Page 5731 of the Deed Records of Collin County, Texas (DRCT).

**Wimko Lumbermen's & Associates, Inc.**  
Professional Surveyors  
(P.S.) License No. 14872-01  
Date: 7-14-07

Scale: 1" = 100'  
Drawn: M.K.  
Date: 7-14-07  
Project No.: 14872-01

FORESTAR REAL ESTATE GROUP 14755 PRESTON ROAD #710 DALLAS, TEXAS 75234	20' DRAINAGE EASEMENT TO THE CITY OF MURPHY EXHIBIT "A" 2.53 ACRES (11,198 S.F.)	SHEET 1 OF 2
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**Wimko Lumbermen's & Associates, Inc.**  
Professional Surveyors  
(P.S.) License No. 14872-01  
Date: 7-14-07

Scale: 1" = 100'  
Drawn: M.K.  
Date: 7-14-07  
Project No.: 14872-01

FORESTAR REAL ESTATE GROUP 14755 PRESTON ROAD #710 DALLAS, TEXAS 75234	20' DRAINAGE EASEMENT TO THE CITY OF MURPHY EXHIBIT "A" 2.53 ACRES (11,198 S.F.)	SHEET 2 OF 2
--	--	-----------------------

**FIELD NOTE DESCRIPTION  
10' TEMPORARY CONSTRUCTION EASEMENT  
EXHIBIT "B"**

STATE OF TEXAS  
COUNTY OF COLLIN

BEING a portion of a tract of land situated in the S LEWIS SURVEY, Abstract No. 529 as described in a deed to E. R. Donihoo and recorded in Volume 5498, Page 461 of the Deed Records of Collin County, Texas (DRCCCT) of the Land Records of Collin County, Texas (LRCCCT) and being more particularly described as follows;

COMMENCING at a railroad spike found for the intersection of the centerline of McCreary Road (a 92 foot right-of-way) and the centerline of McWhirter Road (a 60 foot right-of-way), said iron rod also being the most southerly corner of said Donihoo tract and the most northerly corner of Creekside Estates, Phase I;

THENCE along the northerly line of said Creekside Estates, Phase I North 89 degrees 33 minutes 00 seconds East a distance of 30.00 feet to a point;

THENCE departing the northerly line of said Creekside Estates, Phase I North 00 degrees 59 minutes 24 seconds East a distance of 30.00 feet to the POINT OF BEGINNING;

THENCE North 00 degrees 59 minutes 23 seconds East a distance of 10.00 feet to a point;

THENCE North 89 degrees 53 minutes 08 seconds East a distance of 559.43 feet to a point;

THENCE South 00 degrees 05 minutes 52 seconds East a distance of 10.00 feet to a point;

THENCE South 89 degrees 53 minutes 09 seconds West a distance of 10.00 feet to a point;

POINT OF BEGINNING;

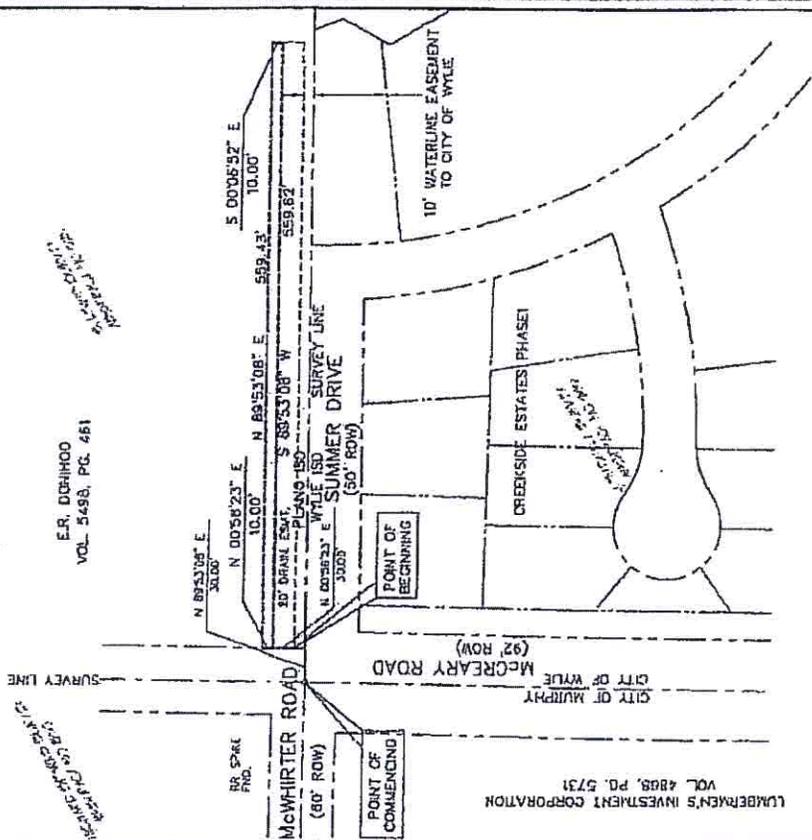
Containing within these metes and bounds 0.128 acres or 5,595 square feet of land more or less.

The bearings contained herein are based upon the deed to Lumbermen's Investment Corporation and recorded in Volume 4868, Page 5731 of the Deed Records of Collin County, Texas (DRCCCT).

EXHIBIT "B"

**Winkelman & Associates, Inc.**  
CONSTRUCTION SURVEYING & MAPPING  
(972) 488-7800 FAX (972) 488-7801  
2505 E. 11th Street, Suite 111-112-113  
Denton, TX 76225  
Date: 11/14/2007  
Drawn by: JWC  
Check by: JWC  
Project No.: 11072101

10' TEMP. CONSTRUCTION ESMIT TO THE CITY OF MURPHY 1-755 PRESTON ROAD #710 DALLAS, TEXAS 75234	SHEET 1 OF 2
--	--------------



**Winkelman & Associates, Inc.**  
CONSTRUCTION SURVEYING & MAPPING  
(972) 488-7800 FAX (972) 488-7801  
2505 E. 11th Street, Suite 111-112-113  
Denton, TX 76225  
Date: 11/14/2007  
Drawn by: JWC  
Check by: JWC  
Project No.: 11072101

10' TEMP. CONSTRUCTION ESMIT TO THE CITY OF MURPHY 1-755 PRESTON ROAD #710 DALLAS, TEXAS 75234	SHEET 2 OF 2
--	--------------

Filed and Recorded  
Official Public Records  
Stacey Kemp  
Collin County, TEXAS  
11/15/2007 08:06:34 AM  
\$62.00 DLATRD  
20071116001552050



*Stacey Kemp*

**Issue**

Consider and/or act on appointing and approving Municipal Development District's Board members to act additionally in the capacity of the Murphy Economic Development Corporation Board Members.

**Background**

In order to continue through with the termination process of the Murphy Economic Development Corporation, the MEDC continues its corporate existence for a period of three (3) years from the effective date the Certificate of Termination with the Secretary of State, as required by law to ensure all requirements of the state, City of Murphy and MEDC are met.

**Considerations**

On August 7, 2012, the City Council will ratify the acting capacity of the Murphy Municipal Development District members to include the MDD acting additionally in the capacity of Murphy Economic Development Corporation members.

**Attachments**

N/A

**Staff Recommendation**

Motion to appoint and approve Municipal Development District's Board members to act additionally in the capacity of the Murphy Economic Development Corporation Board Members.

*James Fisher, City Manager*

**Submitted By**

**City Council**  
**August 7, 2012**

**Issue**

Continue a public hearing and take 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)

**Staff Resource/Department**

Kristen Roberts, Director of Economic and Community Development

**Background**

On November 4, 2006, the City Council adopted Ordinance No. 06-11-707 creating a Planned Development District for Retail Uses with conditions. The Planned Development District was subsequently amended on February 16, 2009 (Ordinance No. 09-02-784), and allowed drive-in restaurants by the approval of a SUP (Specific Use Permit) only.

The applicant is proposing to develop a Del Taco restaurant on the subject property (Pad 10). The current Planned Development District allows a drive-in restaurant only with the approval of a SUP (Specific Use Permit). The applicant is requesting approval of an SUP (Specific Use Permit) to allow a Del Taco with a drive-through window.

**Considerations**

**Specific Use Permit Request**

1. The 380 Agreement and other related performance agreements regarding Murphy Marketplace between Allen & Loucks Venture, L.P. and the City of Murphy, the Murphy Economic Development Corporation and the Murphy Community Development Corporation detailing the Developer's Obligations for the development of the Retail Shopping Center are as follows:
  - Pad 10 . . . which may be used for a higher quality drive-through restaurant.

The same section also states:

Unless otherwise approved by the **CITY**, the following uses shall not be allowed in the Retail Shopping Center: dollar stores; convenience stores; gas stations; sexually oriented businesses; car washes; auto repair stores; auto parts stores; automobile dealerships; stand alone beer, wine or liquor stores; more than one (1) financial institution, including banks, savings and loans, or credit unions; and drive-through fast food restaurants.

2. Since the development of Murphy Marketplace, the developer has requested and been granted three drive-through uses in Murphy Marketplace and two drive-through uses in The Crossing at Murphy Marketplace, which are all in this zoning district.

**City Council**  
**August 7, 2012**

3. A public hearing notification for this proposed zoning change was published in the newspaper as well as notification being mailed to the property owners included in the required 200 feet notification radius.

**Board Discussion/Action**

On July 23, 2012, the Planning & Zoning Commission voted to approve the Special Use Permit to allow a Drive-through window for a Del Taco (by a vote of 5-2) to include the conditions as determined by City Staff in consultation with the applicant, so that the proposed restaurant be designed and constructed in conformance with the Planned Development District Conditions requirements and requirements of the 380 Agreement and the related performance agreements, between Allen & Loucks Venture, L.P., and the City of Murphy, the Murphy Economic Development Corporation and the Murphy Community Development Corporation, which require that the proposed restaurant be **“of such quality or higher quality, as approved by the CITY”** as described in the agreements.

**Staff Recommendation**

Motion to approve the SUP application with conditions as determined by City Staff in consultation with the applicant, so that the proposed restaurant be designed and constructed in conformance with the Planned Development District Conditions requirements and requirements of the 380 Agreement and the related performance agreements, between Allen & Loucks Venture, L.P., and the City of Murphy, the Murphy Economic Development Corporation and the Murphy Community Development Corporation, which require that the proposed restaurant be **“of such quality or higher quality, as approved by the CITY”** as described in the agreements.

**Attachments**

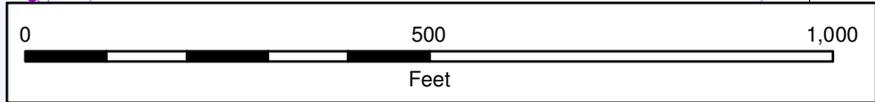
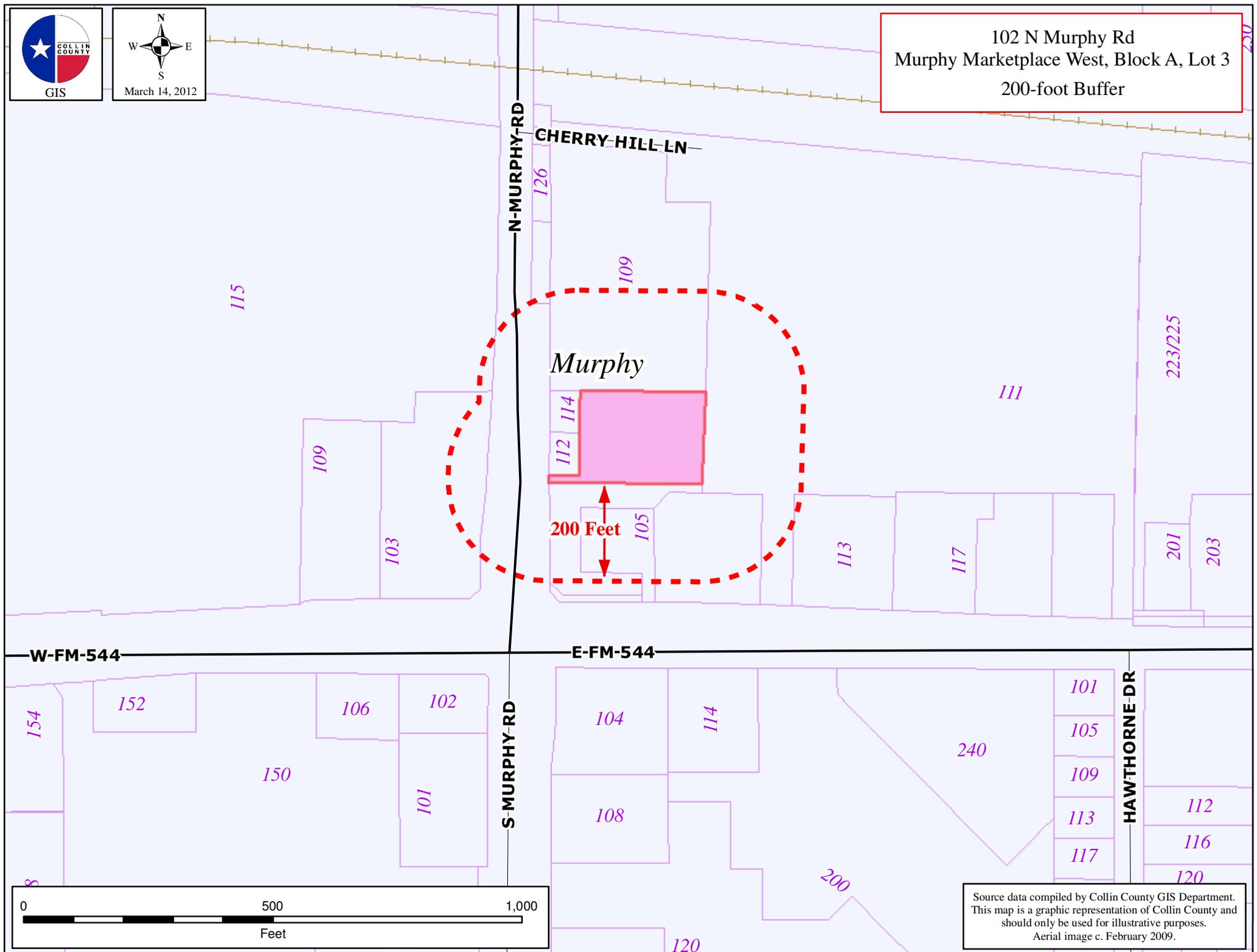
Location Map  
Proposed Elevations

*Kristen Roberts, Director of Economic and Community Development*

**Submitted By**



102 N Murphy Rd  
 Murphy Marketplace West, Block A, Lot 3  
 200-foot Buffer



Source data compiled by Collin County GIS Department.  
 This map is a graphic representation of Collin County and  
 should only be used for illustrative purposes.  
 Aerial image c. February 2009.



01 EAST ELEVATION  
SCALE: 1/4"=1'-0"



02 WEST ELEVATION  
SCALE: 1/4"=1'-0"



01 NORTH ELEVATION  
SCALE: N.T.S.



02 SOUTH ELEVATION  
SCALE: N.T.S.

### Finish Legend



Field Brick...  
Boral Brick, Wellington



Field Stone...  
Lone Star Stone, Victoria Chalk



Field Stucco Color...  
Dunn Edwards, Buckskin #1671



Trim Color...  
Sherwin Williams, Java #6090



Roof Color...  
Sherwin Williams, Luau Green #6712



Accent Tile...  
Daltile, Aged Copper #CM01



## Exterior Elevations

Del Taco  
Free Standing - Murphy, Texas

DATE: 02-23-2012  
SCALE: N.T.S.



Del Taco Design & Construction Dept.  
GHA Architecture / Development

14110 Dallas Parkway Suite 300  
Dallas, Texas 75254 972.239.8884



## **City Council Meeting**

**August 7, 2012**

### **Issue**

Consider and/or act on the application of **ALLEN AND LOUCKS VENTURE, L.P.** requesting approval of a site plan 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)**

### **Background**

On November 4, 2006, the City Council adopted Ordinance No. 06-11-707 creating a Planned Development District for Retail Uses with conditions. The Planned Development District was subsequently amended on February 16, 2009 (Ordinance No. 09-02-784), and allowed drive-in restaurants by the approval of a SUP (Specific Use Permit) only.

The applicant is proposing to develop a Del Taco restaurant on the subject property. The current Planned Development District allows a drive-in restaurant only with the approval of a SUP (Specific Use Permit). The applicant is requesting approval of a SUP (Specific Use Permit) to allow a Del Taco with a drive-through window.

### **Considerations**

Following staff's sixth review of the re-submittal of the site plan, all requested revisions to date have been addressed.

A piece of property included in the site plan is owned by the City of Murphy. There is a Beautification Easement/Agreement with the City specific to this property. The details of this agreement are being reviewed by the City and the applicant and will be finalized prior to construction on this property.

### **Board Discussion/Action**

On July 23, 2012, the Planning & Zoning Commission considered the site plan, including the landscape plan and elevations plans, for this item. The Commission had concern over the bright green roof and accents as shown in the elevations. At the meeting, the applicant produced an elevation option that showed a copper roof with no stucco material. The Planning & Zoning Commission voted to approve (by a vote of 6-1) the site plan for a Del Taco with recommendations to change the roof to copper or other similar materials with conditions as determined by City Staff in consultation with the applicant, so that the proposed restaurant be designed and constructed in conformance with the Planned Development District Conditions requirements and requirements of the 380 Agreement and the related performance agreements, between Allen & Loucks Venture, L.P., and the City of Murphy, the Murphy Economic Development Corporation and the Murphy Community Development Corporation, which require that the proposed restaurant be "of such quality or higher quality, as approved by the CITY" as described in the agreements.

## **City Council Meeting**

**August 7, 2012**

### **Staff Recommendation**

Motion to approve the site plan, landscape plan and elevations with conditions as determined by City Staff in consultation with the applicant, so that the proposed restaurant be designed and constructed in conformance with the Planned Development District Conditions requirements and requirements of the 380 Agreement and the related performance agreements, between Allen & Loucks Venture, L.P., and the City of Murphy, the Murphy Economic Development Corporation and the Murphy Community Development Corporation, which require that the proposed restaurant be "of such quality or higher quality, as approved by the CITY" as described in the agreements.

### **Attachments**

Proposed Site Plan

Proposed Landscape Plan

Proposed Elevations as submitted with application

Proposed Elevations as recommended by Planning & Zoning Commission

*Kristen Roberts, Director of Economic and Community Development*

**Submitted By**





Issue For:

<input type="checkbox"/>	Design Development
<input type="checkbox"/>	Progress
<input type="checkbox"/>	Bidding
<input checked="" type="checkbox"/>	Permit
<input type="checkbox"/>	Construction

Original Issue Date:  
02.24.2012


Sheet Description:  
**LANDSCAPE PLAN**

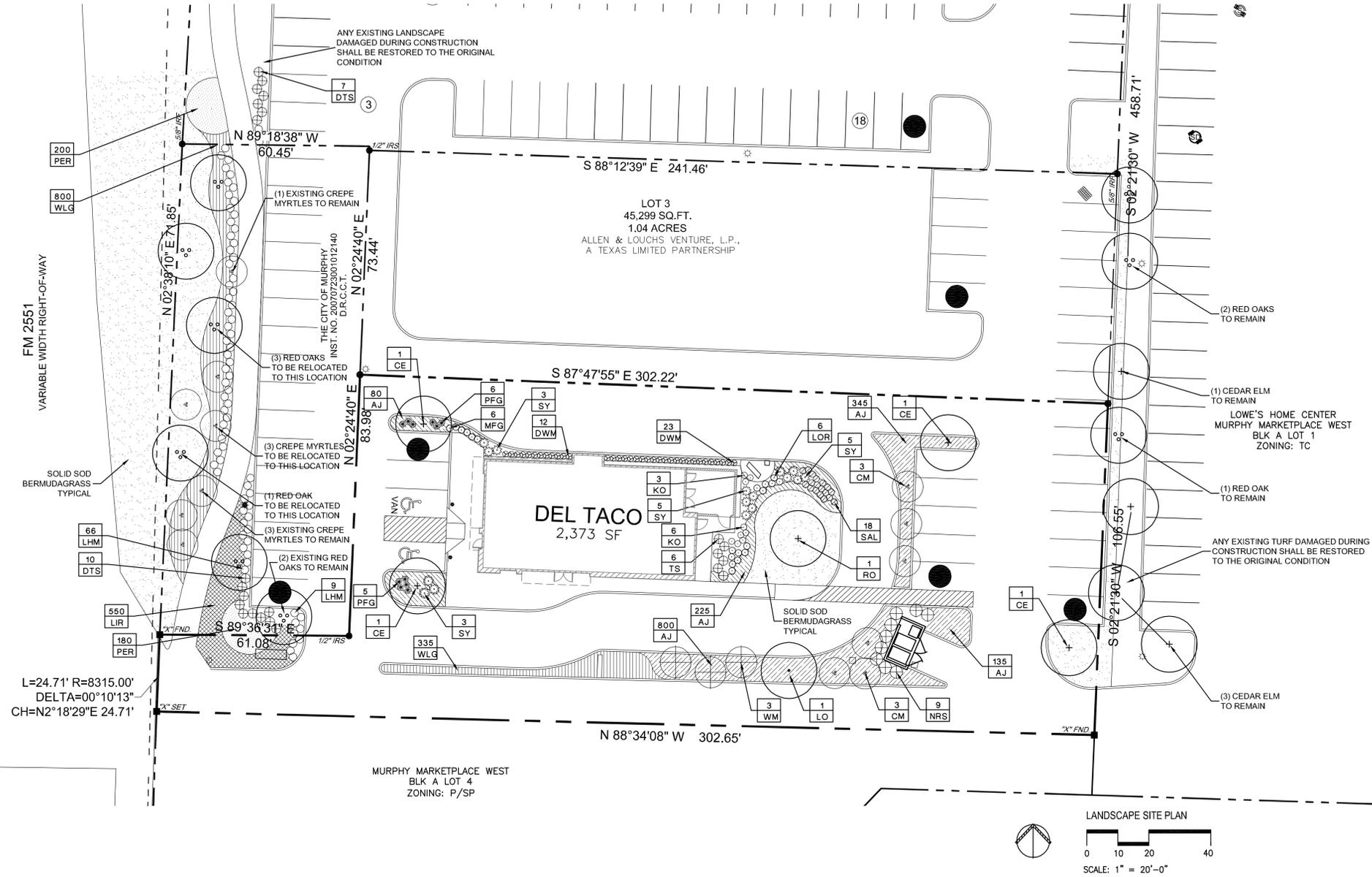
Drawn By: CMT

Checked By: BDA

Current Date: 03.13.2012

Drawing #

**L1**



LANDSCAPE SITE PLAN  
 SCALE: 1" = 20'-0"

**LANDSCAPE TABULATIONS**

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

F.M. 2551 - (15' L.E.)  
 Required: (4) trees, 3" cal. (5) trees, 4" cal. (15) ornamental trees, 2" cal, 2" cal, or 7" ht. (6) ornamental trees, 2" cal, on site

FRONT BUFFER SCREENING  
 Requirements: 24" ht. evergreen hedge, berm or wall  
 Provided: 24" ht. evergreen hedge

INTERIOR PARKING LOT LANDSCAPE: (56 spaces, 10,864 sq. ft.)  
 Requirement: (1) tree, 3" cal. or (3) ornamentals per 12 spaces, 5% of parking lot area

Required: (5) trees, 3" cal. (4) trees, 3" cal. (1,700 sq. ft. (10.2%)

TOTAL TREES REQUIRED:  
 (7) large trees  
 (15) ornamentals

TOTAL TREE PROVIDED:  
 (10) large trees  
 (16) ornamentals

**PLANT LIST**

QUANTITY	SYMBOL	BOTANICAL NAME	PLANT TYPE	SIZE	REMARKS
1585	AJ	Trachelospermum asiaticum	Asian Jasmine	4" pots	container, top of cont. 12" o.c.
4	CE	Ulmus crassifolia	Cedar Elm	4" cal.	B&B, 15" ht. 6' spread min.
6	CM	Lagerstroemia indica 'Lavender'	Crepe Myrtle 'Lavender'	8' ht.	container grown, 3-5 cane, no cross caning, 4' spread
23	DTS	Leucophyllum frutescens	Dwarf Texas Sage 'Compactum'	5 gallon	container, full 20" spread, 24" o.c., 24" ht.
35	DWM	Myrica pusilla	Dwarf Wax Myrtle	5 gallon	container, full top of container, 20" ht. min.
9	KO	Rosa 'Radrazz'	Knockout Rose	5 gallon	container, full top of cont.
75	LHM	Muhlenbergia lindheimeri	Lindheimer Muhly	5 gallon	container, full top of cont.
550	LIR	Liriodendron tulipifera	Liriope 'Majestic'	4" pots	container, top of cont. 12" o.c.
1	LO	Quercus virginiana	Live Oak	4" cal.	container grown, 15" ht. 6' spread min.
6	LOR	Loropetalum rutrum	Loropetalum 'Plum Delight'	5 gallon	container, full 20" spread min.
6	MFG	Nessella tenuissima	Mexican Feather Grass	3 gallon	container, full top of cont.
9	NRS	Illex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	15 gallon	container, full to base x. ht., 3' spread.
380	PER	Pennisetum alopecuroides	Perennials	4" pots	container, full top of cont., 12" o.c.
1	RO	Quercus rubra 'Shumardii'	Red Oak 'Shumard'	4" cal.	container grown, 15" ht. 6' spread min.
18	SAL	Salvia greggii 'Furman's Red'	Salvia Greggii 'Furman's Red'	5 gallon	container, full top of cont.
16	SY	Yucca resinifolia	Softleaf Yucca	5 gallon	container, full top of cont.
1135	WLG	Myrica carifera	Weeping Love Grass	4" pots	container full, 12" o.c.
3	WM	Eragrostis curvula	Wax Myrtle	7' ht.	container, tree form, 4' spread min.

All Fire Hydrants require a minimum of 3'-0" clearance radius from all obstructions including plants.

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

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

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



01 EAST ELEVATION  
SCALE: 1/4"=1'-0"



02 WEST ELEVATION  
SCALE: 1/4"=1'-0"



01 NORTH ELEVATION  
SCALE: N.T.S.



02 SOUTH ELEVATION  
SCALE: N.T.S.

### Finish Legend



Field Brick...  
Boral Brick, Wellington



Field Stone...  
Lone Star Stone, Victoria Chalk



Field Stucco Color...  
Dunn Edwards, Buckskin #1671



Trim Color...  
Sherwin Williams, Java #6090



Roof Color...  
Sherwin Williams, Luau Green #6712



Accent Tile...  
Daltile, Aged Copper #CM01



## Exterior Elevations

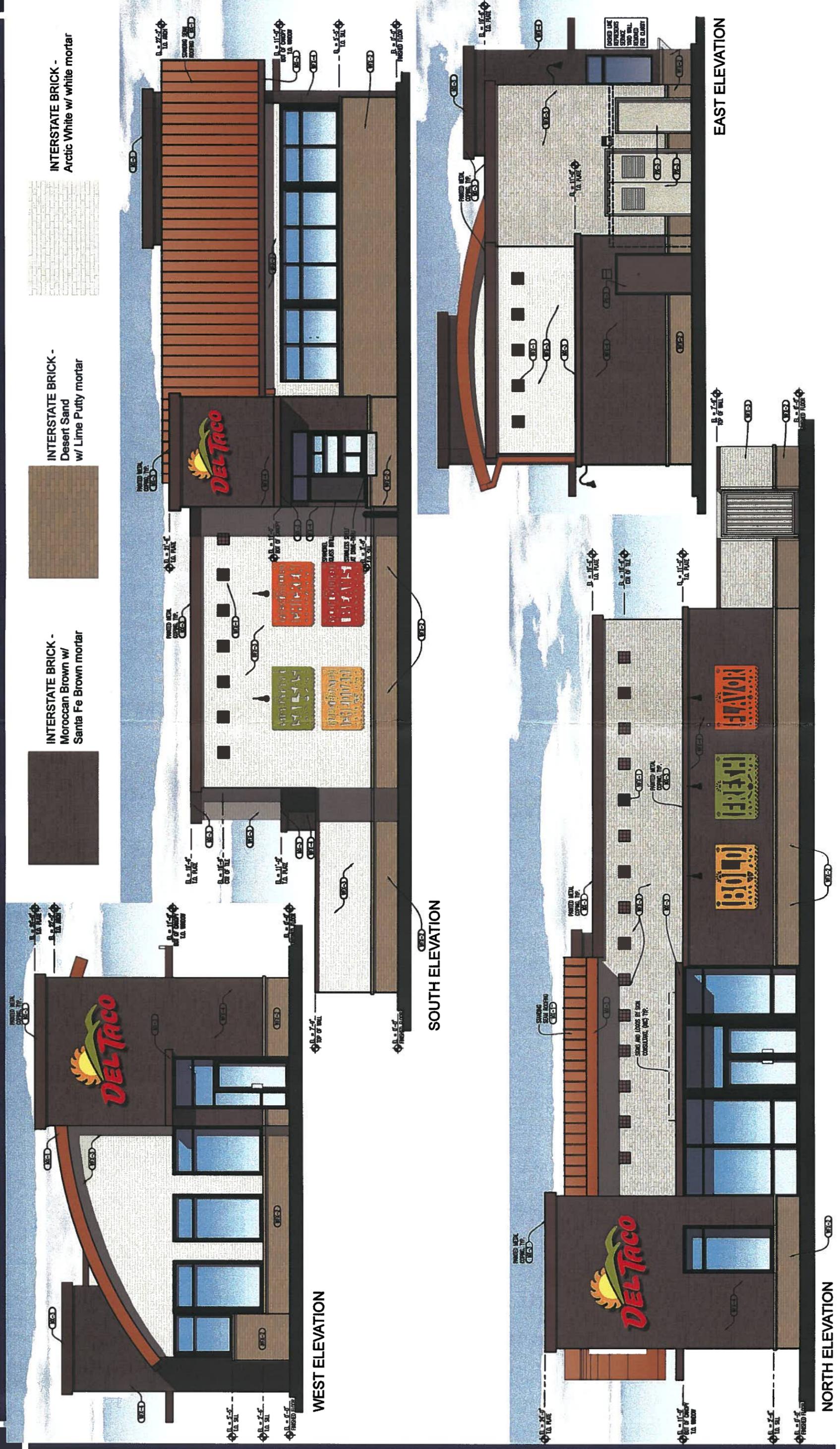
Del Taco  
Free Standing - Murphy, Texas

DATE: 02-23-2012  
SCALE: N.T.S.



Del Taco Design & Construction Dept.  
GHA Architecture / Development  
14110 Dallas Parkway Suite 300  
Dallas, Texas 75254 972.239.8884





INTERSTATE BRICK - Moroccan Brown w/ Santa Fe Brown mortar

INTERSTATE BRICK - Desert Sand w/ Lime Putty mortar

INTERSTATE BRICK - Arctic White w/ white mortar

WEST ELEVATION

SOUTH ELEVATION

NORTH ELEVATION

EAST ELEVATION



Exterior Elevations

DATE: 08-25-2011  
SCALE: N.T.S.



GHA Architecture / Development  
14110 Dallas Parkway Suite 300  
Dallas, Texas 75254 972.239.8884



**City Council Meeting**  
**August 7, 2012**

---

**Issue**

Consider and/or act upon Resolution approving the 2012 appraisal roll with a taxable value of \$1,526,307,177 as certified by Bo Daffin, Chief Appraiser of the Collin Central Appraisal District, and a protested taxable property value of \$18,353,253 under review by the Appraisal Review Board.

**Staff Resource/Department**

Linda Truitt – Finance Director

**Key Focus Area**

Tax Rate.

**Summary**

Collin Central Appraisal District has presented a certified taxable property value of \$1,526,307,177 and a protested taxable property value of \$18,353,253 for approval by City Council.

**Background/History**

The Collin County Appraisal District is responsible for determining appraised values on all properties located in Collin County. Our taxable values are certified annually by the Chief Appraiser of Collin Central Appraisal District. The Tax Code requires submittal of these certified values to the governing body.

**Financial Considerations**

The appraisal roll taxable value was certified at \$1,526,307,177 for 2012. The appraisal roll taxable value has increased by \$52,160,900 or 3.54% compared to the appraisal roll value of \$1,474,146,277 at July 25, 2011 and does not include properties still under review by the Appraisal Review Board. The protested taxable value for 2012 is \$18,353,253 compared to \$25,468,692 for 2011.

**Other Considerations**

N/A.

**Board Discussion/Action**

N/A.

**Action Requested**

Approval of the Resolution approving the 2012 appraisal roll with a taxable value of \$1,526,307,177 as certified by Bo Daffin, Chief Appraiser of the Collin Central Appraisal District, and a protested taxable property value of \$18,353,253 under review by the Appraisal Review Board.

**City Manager Comments**

James will add his comments during the review of your item.

**Attachments**

- 1) Certification of 2012 Appraisal Roll
- 2) 2012 Certified Totals
- 3) 2012 Certified Total Under ARB Review
- 4) Resolution



# Collin Central Appraisal District

## PROPERTY TAX CODE, SECTION 26.01(a)

### CERTIFICATION OF 2012 APPRAISAL ROLL

**FOR: MURPHY CITY**

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Records of the Collin Central Appraisal District which lists property taxable by MURPHY CITY and constitutes the appraisal roll for MURPHY CITY with the amounts listed on the attached totals pages, with the heading "2012 Certified Totals".

  
\_\_\_\_\_  
Signature of Chief Appraiser

July 23, 2012  
\_\_\_\_\_  
Date

Note: Approval of the appraisal records by the Collin Central Appraisal District Appraisal Review Board recorded on July 13, 2012.

## PROPERTY TAX CODE, SECTION 26.01(c)

### CERTIFICATION OF 2012 PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

**FOR: MURPHY CITY**

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the Appraisal Records of the Collin Central Appraisal District which lists property taxable by MURPHY CITY but NOT included on the appraisal roll for MURPHY CITY, since these properties are currently under Protest. The protested property values are listed on the attached totals pages, with the subheading "Under ARB Review Totals".

If there are no attached pages labeled with the subheading "Under ARB Review Totals" then all protests within the MURPHY CITY were completed by July 13, 2012 and included in the Certified Roll listed above.

  
\_\_\_\_\_  
Signature of Chief Appraiser

July 23, 2012  
\_\_\_\_\_  
Date

*\*NOTE: Please be advised that the property values appearing on the 'Under ARB Review Totals' page in your certified totals packet reflect the current 2012 Market and Taxable Values for the properties Under ARB Review without any Section 26.01(c) adjustments. In order to arrive at the taxable value to use for the effective tax rate calculations for your entity, you will need to use the taxable value from the 'ARB Approved Totals' page, along with the 'Total Value Used' that appears in the Lower Value Used section on the Effective Rate Assumption page. The Total Value Used on the Effective Rate Assumption page is the taxable value Under ARB Review that has been adjusted in accordance with Property Tax Code, Section 26.01(c). The 'Grand Totals' page is the combined 'ARB Approved Totals' plus the 'Under ARB Review Totals' – which have not been adjusted.*

**2012 CERTIFIED TOTALS**

Property Count: 6,443

CMR - MURPHY CITY  
ARB Approved Totals

7/24/2012 12:14:07PM

Land		Value		
Homesite:		339,079,270		
Non Homesite:		96,548,452		
Ag Market:		8,536,222		
Timber Market:		0	<b>Total Land</b>	(+) 444,163,944
Improvement		Value		
Homesite:		1,043,996,495		
Non Homesite:		68,919,788	<b>Total Improvements</b>	(+) 1,112,916,283
Non Real		Count	Value	
Personal Property:		431	35,021,054	
Mineral Property:		0	0	
Autos:		0	0	
			<b>Total Non Real</b>	(+) 35,021,054
			<b>Market Value</b>	= 1,592,101,281
Ag	Non Exempt	Exempt		
Total Productivity Market:	8,536,222	0		
Ag Use:	21,630	0		
Timber Use:	0	0		
Productivity Loss:	8,514,592	0		
			<b>Productivity Loss</b>	(-) 8,514,592
			<b>Appraised Value</b>	= 1,583,586,689
			<b>Homestead Cap</b>	(-) 426,937
			<b>Assessed Value</b>	= 1,583,159,752
Exemption	Count	Local	State	Total
DP	70	3,187,500	0	3,187,500
DV1	30	0	199,000	199,000
DV2	9	0	72,000	72,000
DV3	12	0	112,000	112,000
DV3S	1	0	10,000	10,000
DV4	23	0	120,000	120,000
DV4S	2	0	24,000	24,000
DVHS	15	0	3,447,703	3,447,703
EX	137	0	25,371,515	25,371,515
EX366	25	0	6,792	6,792
OV65	504	24,178,690	0	24,178,690
OV65S	2	100,000	0	100,000
SO	1	23,375	0	23,375
			<b>Total Exemptions</b>	(-) 56,852,575
			<b>Net Taxable</b>	= 1,526,307,177

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
8,623,635.55 = 1,526,307,177 \* (0.565000 / 100)

**2012 CERTIFIED TOTALS**

Property Count: 58

CMR - MURPHY CITY  
Under ARB Review Totals

7/24/2012 12:14:07PM

Land		Value		
Homesite:		3,139,350		
Non Homesite:		3,404,894		
Ag Market:		0		
Timber Market:		0	<b>Total Land</b>	(+) 6,544,244
Improvement		Value		
Homesite:		9,288,743		
Non Homesite:		517,670	<b>Total Improvements</b>	(+) 9,806,413
Non Real		Count	Value	
Personal Property:		4	2,102,596	
Mineral Property:		0	0	
Autos:		0	0	
			<b>Total Non Real</b>	(+) 2,102,596
			<b>Market Value</b>	= 18,453,253
Ag		Non Exempt	Exempt	
Total Productivity Market:		0	0	
Ag Use:		0	0	<b>Productivity Loss</b> (-) 0
Timber Use:		0	0	<b>Appraised Value</b> = 18,453,253
Productivity Loss:		0	0	<b>Homestead Cap</b> (-) 0
			<b>Assessed Value</b>	= 18,453,253
Exemption	Count	Local	State	Total
OV65	2	100,000	0	100,000
			<b>Total Exemptions</b>	(-) 100,000
			<b>Net Taxable</b>	= 18,353,253

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 103,695.88 = 18,353,253 \* (0.565000 / 100)

**2012 CERTIFIED TOTALS**

Property Count: 6,501

CMR - MURPHY CITY

Grand Totals

7/24/2012 12:14:07PM

Land		Value		
Homesite:		342,218,620		
Non Homesite:		99,953,346		
Ag Market:		8,536,222		
Timber Market:		0	<b>Total Land</b>	(+) 450,708,188
Improvement		Value		
Homesite:		1,053,285,238		
Non Homesite:		69,437,458	<b>Total Improvements</b>	(+) 1,122,722,696
Non Real		Count	Value	
Personal Property:		435	37,123,650	
Mineral Property:		0	0	
Autos:		0	0	
			<b>Total Non Real</b>	(+) 37,123,650
			<b>Market Value</b>	= 1,610,554,534
Ag	Non Exempt	Exempt		
Total Productivity Market:	8,536,222	0		
Ag Use:	21,630	0		
Timber Use:	0	0		
Productivity Loss:	8,514,592	0		
			<b>Productivity Loss</b>	(-) 8,514,592
			<b>Appraised Value</b>	= 1,602,039,942
			<b>Homestead Cap</b>	(-) 426,937
			<b>Assessed Value</b>	= 1,601,613,005
Exemption	Count	Local	State	Total
DP	70	3,187,500	0	3,187,500
DV1	30	0	199,000	199,000
DV2	9	0	72,000	72,000
DV3	12	0	112,000	112,000
DV3S	1	0	10,000	10,000
DV4	23	0	120,000	120,000
DV4S	2	0	24,000	24,000
DVHS	15	0	3,447,703	3,447,703
EX	137	0	25,371,515	25,371,515
EX366	25	0	6,792	6,792
OV65	506	24,278,690	0	24,278,690
OV65S	2	100,000	0	100,000
SO	1	23,375	0	23,375
			<b>Total Exemptions</b>	(-) 56,952,575
			<b>Net Taxable</b>	= 1,544,660,430

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
8,727,331.43 = 1,544,660,430 \* (0.565000 / 100)

**2012 CERTIFIED TOTALS**

Property Count: 6,443

CMR - MURPHY CITY  
ARB Approved Totals

7/24/2012 12:14:20PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	5,480		\$17,694,660	\$1,362,284,642
C	VACANT LOT	48		\$0	\$10,562,338
D1	QUALIFIED AG LAND	26	164.5807	\$0	\$8,536,222
D2	NON-QUALIFIED LAND	24	154.2399	\$0	\$15,666,185
E	FARM OR RANCH IMPROVEMENT	17		\$0	\$2,233,584
F1	COMMERCIAL REAL PROPERTY	50		\$2,106,842	\$106,380,215
F2	INDUSTRIAL REAL PROPERTY	5		\$0	\$7,329,596
J2	GAS DISTRIBUTION SYSTEM	2		\$0	\$1,075,867
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	5		\$0	\$3,438,939
J4	TELEPHONE COMPANY (INCLUDING CO-O	25		\$0	\$4,878,354
J6	PIPELAND COMPANY	1		\$0	\$45,309
J7	CABLE TELEVISION COMPANY	2		\$0	\$135,918
L1	COMMERCIAL PERSONAL PROPERTY	370		\$19,503	\$25,799,825
O	RESIDENTIAL INVENTORY	302		\$3,279,026	\$18,229,658
S	SPECIAL INVENTORY TAX	3		\$0	\$126,322
X	TOTALLY EXEMPT PROPERTY	162		\$0	\$25,378,307
	<b>Totals</b>		318.8206	\$23,100,031	\$1,592,101,281

**2012 CERTIFIED TOTALS**

Property Count: 58

CMR - MURPHY CITY  
Under ARB Review Totals

7/24/2012 12:14:20PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	48		\$21,909	\$12,434,447
C	VACANT LOT	5		\$0	\$2,854,229
F1	COMMERCIAL REAL PROPERTY	1		\$0	\$1,061,981
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$29,804
J7	CABLE TELEVISION COMPANY	1		\$0	\$1,972,792
L1	COMMERCIAL PERSONAL PROPERTY	1		\$0	\$100,000
	<b>Totals</b>		0.0000	\$21,909	\$18,453,253

**2012 CERTIFIED TOTALS**

Property Count: 6,501

CMR - MURPHY CITY

Grand Totals

7/24/2012

12:14:20PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	5,528		\$17,716,569	\$1,374,719,089
C	VACANT LOT	53		\$0	\$13,416,567
D1	QUALIFIED AG LAND	26	164.5807	\$0	\$8,536,222
D2	NON-QUALIFIED LAND	24	154.2399	\$0	\$15,666,185
E	FARM OR RANCH IMPROVEMENT	17		\$0	\$2,233,584
F1	COMMERCIAL REAL PROPERTY	51		\$2,106,842	\$107,442,196
F2	INDUSTRIAL REAL PROPERTY	5		\$0	\$7,329,596
J2	GAS DISTRIBUTION SYSTEM	2		\$0	\$1,075,867
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	5		\$0	\$3,438,939
J4	TELEPHONE COMPANY (INCLUDING CO-O	27		\$0	\$4,908,158
J6	PIPELAND COMPANY	1		\$0	\$45,309
J7	CABLE TELEVISION COMPANY	3		\$0	\$2,108,710
L1	COMMERCIAL PERSONAL PROPERTY	371		\$19,503	\$25,899,825
O	RESIDENTIAL INVENTORY	302		\$3,279,026	\$18,229,658
S	SPECIAL INVENTORY TAX	3		\$0	\$126,322
X	TOTALLY EXEMPT PROPERTY	162		\$0	\$25,378,307
	<b>Totals</b>		318.8206	\$23,121,940	\$1,610,554,534

**2012 CERTIFIED TOTALS**

Property Count: 6,501

CMR - MURPHY CITY  
Effective Rate Assumption

7/24/2012 12:14:20PM

**New Value**

TOTAL NEW VALUE MARKET:	\$23,121,940
TOTAL NEW VALUE TAXABLE:	\$23,121,940

**New Exemptions**

Exemption	Description	Count		
EX	TOTAL EXEMPTION	6	2011 Market Value	\$351,477
EX366	HOUSE BILL 366	4	2011 Market Value	\$1,066
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$352,543</b>

Exemption	Description	Count	Exemption Amount
DP	DISABILITY	2	\$100,000
DV1	Disabled Veterans 10% - 29%	1	\$5,000
DV3	Disabled Veterans 50% - 69%	1	\$10,000
DV4	Disabled Veterans 70% - 100%	1	\$12,000
OV65	OVER 65	35	\$1,675,000
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>		<b>40</b>	<b>\$1,802,000</b>
<b>TOTAL EXEMPTIONS VALUE LOSS</b>			<b>\$2,154,543</b>

**New Ag / Timber Exemptions****New Annexations**

Count	Market Value	Taxable Value
3	\$1,696,097	\$1,696,097

**New Deannexations****Average Homestead Value**

## Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
4,626	\$256,742	\$92	\$256,650
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
4,619	\$256,788	\$92	\$256,696

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
58	\$18,453,253.00	\$18,070,541

**2012 CERTIFIED TOTALS**

Property Count: 6,443

CMR - MURPHY CITY  
ARB Approved Totals

7/24/2012 12:14:07PM

Land		Value		
Homesite:		339,079,270		
Non Homesite:		96,548,452		
Ag Market:		8,536,222		
Timber Market:		0	<b>Total Land</b>	(+) 444,163,944
Improvement		Value		
Homesite:		1,043,996,495		
Non Homesite:		68,919,788	<b>Total Improvements</b>	(+) 1,112,916,283
Non Real		Count	Value	
Personal Property:		431	35,021,054	
Mineral Property:		0	0	
Autos:		0	0	
			<b>Total Non Real</b>	(+) 35,021,054
			<b>Market Value</b>	= 1,592,101,281
Ag	Non Exempt	Exempt		
Total Productivity Market:	8,536,222	0		
Ag Use:	21,630	0		
Timber Use:	0	0		
Productivity Loss:	8,514,592	0		
			<b>Productivity Loss</b>	(-) 8,514,592
			<b>Appraised Value</b>	= 1,583,586,689
			<b>Homestead Cap</b>	(-) 426,937
			<b>Assessed Value</b>	= 1,583,159,752
Exemption	Count	Local	State	Total
DP	70	3,187,500	0	3,187,500
DV1	30	0	199,000	199,000
DV2	9	0	72,000	72,000
DV3	12	0	112,000	112,000
DV3S	1	0	10,000	10,000
DV4	23	0	120,000	120,000
DV4S	2	0	24,000	24,000
DVHS	15	0	3,447,703	3,447,703
EX	137	0	25,371,515	25,371,515
EX366	25	0	6,792	6,792
OV65	504	24,178,690	0	24,178,690
OV65S	2	100,000	0	100,000
SO	1	23,375	0	23,375
			<b>Total Exemptions</b>	(-) 56,852,575
			<b>Net Taxable</b>	= 1,526,307,177

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
8,623,635.55 = 1,526,307,177 \* (0.565000 / 100)

**2012 CERTIFIED TOTALS**

Property Count: 58

CMR - MURPHY CITY  
Under ARB Review Totals

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Land		Value		
Homesite:		3,139,350		
Non Homesite:		3,404,894		
Ag Market:		0		
Timber Market:		0	<b>Total Land</b>	(+) 6,544,244
Improvement		Value		
Homesite:		9,288,743		
Non Homesite:		517,670	<b>Total Improvements</b>	(+) 9,806,413
Non Real		Count	Value	
Personal Property:		4	2,102,596	
Mineral Property:		0	0	
Autos:		0	0	
			<b>Total Non Real</b>	(+) 2,102,596
			<b>Market Value</b>	= 18,453,253
Ag		Non Exempt	Exempt	
Total Productivity Market:		0	0	
Ag Use:		0	0	<b>Productivity Loss</b> (-) 0
Timber Use:		0	0	<b>Appraised Value</b> = 18,453,253
Productivity Loss:		0	0	<b>Homestead Cap</b> (-) 0
			<b>Assessed Value</b>	= 18,453,253
Exemption	Count	Local	State	Total
OV65	2	100,000	0	100,000
				<b>Total Exemptions</b> (-) 100,000
				<b>Net Taxable</b> = 18,353,253

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 103,695.88 = 18,353,253 \* (0.565000 / 100)

**2012 CERTIFIED TOTALS**

Property Count: 6,501

CMR - MURPHY CITY

Grand Totals

7/24/2012 12:14:07PM

Land		Value			
Homesite:		342,218,620			
Non Homesite:		99,953,346			
Ag Market:		8,536,222			
Timber Market:		0		<b>Total Land</b>	(+) 450,708,188
Improvement		Value			
Homesite:		1,053,285,238			
Non Homesite:		69,437,458		<b>Total Improvements</b>	(+) 1,122,722,696
Non Real		Count	Value		
Personal Property:		435	37,123,650		
Mineral Property:		0	0		
Autos:		0	0	<b>Total Non Real</b>	(+) 37,123,650
				<b>Market Value</b>	= 1,610,554,534
Ag	Non Exempt	Exempt			
Total Productivity Market:	8,536,222	0			
Ag Use:	21,630	0		<b>Productivity Loss</b>	(-) 8,514,592
Timber Use:	0	0		<b>Appraised Value</b>	= 1,602,039,942
Productivity Loss:	8,514,592	0		<b>Homestead Cap</b>	(-) 426,937
				<b>Assessed Value</b>	= 1,601,613,005
Exemption	Count	Local	State	Total	
DP	70	3,187,500	0	3,187,500	
DV1	30	0	199,000	199,000	
DV2	9	0	72,000	72,000	
DV3	12	0	112,000	112,000	
DV3S	1	0	10,000	10,000	
DV4	23	0	120,000	120,000	
DV4S	2	0	24,000	24,000	
DVHS	15	0	3,447,703	3,447,703	
EX	137	0	25,371,515	25,371,515	
EX366	25	0	6,792	6,792	
OV65	506	24,278,690	0	24,278,690	
OV65S	2	100,000	0	100,000	
SO	1	23,375	0	23,375	
					<b>Total Exemptions</b> (-) 56,952,575
					<b>Net Taxable</b> = 1,544,660,430

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
8,727,331.43 = 1,544,660,430 \* (0.565000 / 100)

**2012 CERTIFIED TOTALS**

Property Count: 6,443

CMR - MURPHY CITY  
ARB Approved Totals

7/24/2012 12:14:20PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	5,480		\$17,694,660	\$1,362,284,642
C	VACANT LOT	48		\$0	\$10,562,338
D1	QUALIFIED AG LAND	26	164.5807	\$0	\$8,536,222
D2	NON-QUALIFIED LAND	24	154.2399	\$0	\$15,666,185
E	FARM OR RANCH IMPROVEMENT	17		\$0	\$2,233,584
F1	COMMERCIAL REAL PROPERTY	50		\$2,106,842	\$106,380,215
F2	INDUSTRIAL REAL PROPERTY	5		\$0	\$7,329,596
J2	GAS DISTRIBUTION SYSTEM	2		\$0	\$1,075,867
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	5		\$0	\$3,438,939
J4	TELEPHONE COMPANY (INCLUDING CO-O	25		\$0	\$4,878,354
J6	PIPELAND COMPANY	1		\$0	\$45,309
J7	CABLE TELEVISION COMPANY	2		\$0	\$135,918
L1	COMMERCIAL PERSONAL PROPERTY	370		\$19,503	\$25,799,825
O	RESIDENTIAL INVENTORY	302		\$3,279,026	\$18,229,658
S	SPECIAL INVENTORY TAX	3		\$0	\$126,322
X	TOTALLY EXEMPT PROPERTY	162		\$0	\$25,378,307
	<b>Totals</b>		318.8206	\$23,100,031	\$1,592,101,281

**2012 CERTIFIED TOTALS**

Property Count: 58

CMR - MURPHY CITY  
Under ARB Review Totals

7/24/2012 12:14:20PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	48		\$21,909	\$12,434,447
C	VACANT LOT	5		\$0	\$2,854,229
F1	COMMERCIAL REAL PROPERTY	1		\$0	\$1,061,981
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$29,804
J7	CABLE TELEVISION COMPANY	1		\$0	\$1,972,792
L1	COMMERCIAL PERSONAL PROPERTY	1		\$0	\$100,000
	<b>Totals</b>		0.0000	\$21,909	\$18,453,253

**2012 CERTIFIED TOTALS**

Property Count: 6,501

CMR - MURPHY CITY

Grand Totals

7/24/2012

12:14:20PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	5,528		\$17,716,569	\$1,374,719,089
C	VACANT LOT	53		\$0	\$13,416,567
D1	QUALIFIED AG LAND	26	164.5807	\$0	\$8,536,222
D2	NON-QUALIFIED LAND	24	154.2399	\$0	\$15,666,185
E	FARM OR RANCH IMPROVEMENT	17		\$0	\$2,233,584
F1	COMMERCIAL REAL PROPERTY	51		\$2,106,842	\$107,442,196
F2	INDUSTRIAL REAL PROPERTY	5		\$0	\$7,329,596
J2	GAS DISTRIBUTION SYSTEM	2		\$0	\$1,075,867
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	5		\$0	\$3,438,939
J4	TELEPHONE COMPANY (INCLUDING CO-O	27		\$0	\$4,908,158
J6	PIPELAND COMPANY	1		\$0	\$45,309
J7	CABLE TELEVISION COMPANY	3		\$0	\$2,108,710
L1	COMMERCIAL PERSONAL PROPERTY	371		\$19,503	\$25,899,825
O	RESIDENTIAL INVENTORY	302		\$3,279,026	\$18,229,658
S	SPECIAL INVENTORY TAX	3		\$0	\$126,322
X	TOTALLY EXEMPT PROPERTY	162		\$0	\$25,378,307
	<b>Totals</b>		318.8206	\$23,121,940	\$1,610,554,534

**2012 CERTIFIED TOTALS**

Property Count: 6,501

CMR - MURPHY CITY  
Effective Rate Assumption

7/24/2012 12:14:20PM

**New Value**

TOTAL NEW VALUE MARKET:	\$23,121,940
TOTAL NEW VALUE TAXABLE:	\$23,121,940

**New Exemptions**

Exemption	Description	Count		
EX	TOTAL EXEMPTION	6	2011 Market Value	\$351,477
EX366	HOUSE BILL 366	4	2011 Market Value	\$1,066
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$352,543</b>

Exemption	Description	Count	Exemption Amount
DP	DISABILITY	2	\$100,000
DV1	Disabled Veterans 10% - 29%	1	\$5,000
DV3	Disabled Veterans 50% - 69%	1	\$10,000
DV4	Disabled Veterans 70% - 100%	1	\$12,000
OV65	OVER 65	35	\$1,675,000
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>		<b>40</b>	<b>\$1,802,000</b>
<b>TOTAL EXEMPTIONS VALUE LOSS</b>			<b>\$2,154,543</b>

**New Ag / Timber Exemptions****New Annexations**

Count	Market Value	Taxable Value
3	\$1,696,097	\$1,696,097

**New Deannexations****Average Homestead Value**

## Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
4,626	\$256,742	\$92	\$256,650
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
4,619	\$256,788	\$92	\$256,696

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
58	\$18,453,253.00	\$18,070,541

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, CONCERNING THE APPROVAL OF THE 2012 APPRAISAL ROLL WITH A TAXABLE VALUE OF \$1,526,307,177 AS CERTIFIED BY BO DAFFIN, CHIEF APPRAISER OF THE COLLIN CENTRAL APPRAISAL DISTRICT AND A PROTESTED TAXABLE VALUE OF \$18,353,253 UNDER REVIEW BY THE APPRAISAL REVIEW BOARD.**

**WHEREAS** The City of Murphy has an increase in appraised values for the 2012 tax year,

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

**SECTION 1.** The Tax Code requires submittal of the appraisal roll with taxable values to the governing body.

**SECTION 2.** The City Council approves the certified appraisal roll with taxable values in the amount of \$1,526,307,177 and protested taxable values in the amount of \$18,353,253 under review by the Appraisal Review Board and instructs the Tax Assessor to apply the tax rate, when approved, thereby creating the 2012 tax roll for the City of Murphy.

**DULY RESOLVED** by the City Council of the City of Murphy, Collin County, Texas on this 7th day of August, 2012.

APPROVED:

\_\_\_\_\_  
BRET M. BALDWIN, Mayor

ATTEST:

\_\_\_\_\_  
NANCY MEDOWS, INTERIM City Secretary

## **City Council Meeting**

### **August 7, 2012**

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#### **Issue**

Consider and/or act upon approval of pursuing the joint-use Multi Agency Recreation Center with the City of Richardson.

#### **Staff Resource/Department**

James Fisher, City Manager

#### **Summary**

Richardson and Murphy have been in discussions for several months considering the possibility of funding, building and operating a joint recreation center that would serve both communities. The area surrounding Breckinridge Park, including the city of Murphy, is considered underserved by indoor recreation opportunities. The City of Murphy's Open Space and Park Master Plan as well as the Breckinridge Park's master plan for the future includes a recreation center. Possible amenities are still being refined but include a gymnasium, a community room/events hall, fitness and weight room areas, a jogging/walking track, an outdoor leisure pool and an indoor family aquatics area.

#### **Background/History**

The Cities of Richardson and Murphy have been in discussion since August 2010 regarding the idea of jointly building and operating a Recreation Center in Breckenridge Park. The Cities entered into an Agreement to fund a study to give us more detailed information regarding the idea. The cities have also had two joint meetings, one in each city. Last Spring, the preliminary study was presented to each city that discussed planning process, public input meetings, market analysis, demographic information and facility options. Both cities have discussed this report together and separately as City Councils.

At the May 15<sup>th</sup> Murphy City Council meeting, the Council appeared to be split in its decision regarding whether or not to move forward with this item and asked staff to get with the City of Richardson to discuss concerns expressed at the May 15<sup>th</sup> meeting. Staff has met with Richardson and shared the various concerns.

On July 9<sup>th</sup>, the Richardson Parks Board met to discuss the proposed facility and made a recommendation to the Richardson City Council. The Richardson City Council supported the Richardson Parks and Recreation Commission's recommendation that Richardson and Murphy pursue a 50-50 split of both capital and operating costs if the two cities fund a new recreation center proposed for Breckinridge Park.

Construction and operating costs for a future facility will depend on the level of amenities that are included. Both cities agree that creating unique activities would generate the most benefit to try to attract residents. The City of Richardson anticipates that funding for a joint facility would need to be supported by a future bond program that would have to be approved by voters. Advantages of a partnership include the ability to share capital and operating costs, which would allow construction of a larger center with amenities that, would not be feasible if Richardson and Murphy were to build separate facilities.

**City Council Meeting**  
**August 7, 2012**

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**Financial Considerations**

The proposed facility is anticipated to cost between \$15 and \$35 million dollars, depending upon the amenities selected by the cities. It will require a bond election and that would be scheduled in 2014 or 2015. The proposed facility would also be built in the City of Richardson.

**Action Requested**

Staff is requesting the City Council to take action on a decision of whether or not the City of Murphy is going to continue to pursue the joint use recreation center (Multi Agency Recreation Center) with the City of Richardson.

**City Manager Comments**

The City of Murphy has been very fortunate to be part of this process with the City of Richardson. During this discovery period we have forged our relationship with Richardson as a viable partner in city services and established solid communication lines. It is important that however we are going forward with this project or not, that we communicate that message clearly and professionally to the City of Richardson.

## **City Council Meeting**

### **August 7, 2012**

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#### **Issue**

Consider and/or act upon rejecting all bids received for constructing the water well for irrigation of Murphy Central Park.

#### **Staff Resource / Department**

Dennis Sims, Dunkin Sims Stoffels, Park Planners and Kim Lenoir, Director of Parks and Public Works

#### **Key Focus Area**

Community Character and 2008 Park Bond Project

#### **Summary**

Murphy Central Park irrigation water well construction bids were opened June 28, 2012. Bids were higher than expected. Other options are available to provide water for irrigating Murphy Central Park.

#### **Background/History**

The Murphy Central Park master plan was approved by City Council June 13, 2011. On August 16, 2011, Dunkin Sims Stoffels (DSS), Park Planners, were hired to proceed with construction documents. On March 6, 2012, City Council authorized DSS to finalize and bid the construction documents as presented and to include the optional items burying more overhead electric lines, adding the pond and irrigation water well, adding conduit only for lighting two multipurpose fields, and adding plaza lights. Additional design fees for DSS were approved by City Council on March 20, 2012. The project total as proposed is to be completed in one phase total cost is \$3,849,908, estimated construction budget \$3.4 million.

#### **Financial Considerations**

No expense to be considered with this item.

#### **Other Considerations**

Bids were opened Thursday, June 28, 2012, at 2:00 PM. Three bids were received ranging from \$197,000 to \$422,156. Staff met with the low bid park contractor who has offered the option for hiring and bonding one of the recommended water well drillers for a change order addition of \$85,000. The bid tabulation and recommendation from DSS are attached.

#### **Action Requested**

Motion by City Council to reject all bids received June 28, 2012 for constructing an irrigation water well for the Murphy Central Park project.

#### **Attachments**

- 1) Recommendation Letter
- 2) Bid Tabulation

**DUNKIN  
SIMS  
STOFFELS  
Inc.**



July 25, 2012

Ms. Kim Lenoir  
Director of Parks and Public Works  
206 N. Murphy Road  
Murphy, Texas 75094

Re: Murphy Central Park Irrigation Well Bids

Dear Ms. Lenoir:

Bids for the referenced project were opened at 2:00 P.M. on Thursday, June 28, 2012. A total of three (3) bids were received for the project. The apparent low bidder was Strittmatter Irrigation, Inc. with a base bid of \$197,000.00. After reviewing the bids and bid amounts it is our recommendation to reject the bids and review other options for the well.

I will be at the August 7, 2012 City Council meeting to answer any questions regarding the Bids.

Sincerely,



Dennis Sims, ASLA  
Principal

Park Irrigation Well  
 City of Murphy, Texas  
 June 28, 2012

Strittmatter Irrigation Inc.  
 800 North Highway 377  
 Pilot Point, Texas 76258

THI Water Well Service  
 P.O. Box 1300  
 Bowie, Texas 76230

ITEM	QTY	UNITS	DESCRIPTION	TOTAL	\$ PER UNIT	TOTAL
<b>BASE BID - PARK IRRIGATION WELL</b>						
1	LS		Mobilization & Insurance	\$9,000.00		\$9,000.00
2	LS		Labor and Materials for Irrigation Well	156,000.00		174,640.00
			Labor and Materials for Submersible Deep Well			
			Pump, Pump Panel, Cable, Well Disconnect, Well			
3	LS		Cover	20,000.00		36,944.00
			Labor and Materials for Well Head Piping, Valves,			
4	LS		Fittings, Power Cable, Conduits	6,000.00		7,762.50
			Labor and Materials for all electrical and control			
5	LS		work	6,000.00		11,241.25
			<b>TOTAL AMOUNT OF BID</b>	<b>\$197,000.00</b>		<b>\$239,587.75</b>
			TOTAL MATERIALS PORTION	\$75,000.00		\$143,752.65
			TOTAL SERVICES PORTION	\$122,000.00		\$95,835.10

**BASE BID ADD OR DEDUCT ITEMS**

1-A	LF		Furnish & Install 6 5/8" Cemented Casing	\$27.00		\$24.00
2-A	LF		Furnish & Install 3" Screen & Gravel Packing	\$60.00		\$45.00
3-A	LF		Furnish & Install 3 1/2" Blank liner & Packing	\$13.00		\$16.00
4-A	LF		Furnish & Install 2 3/8" Column Pipe	\$5.00		\$5.00
5-A	LF		Furnish & Install three-wire power Sub pump	\$6.00		\$3.00

Park Irrigation Well  
 City of Murphy, Texas  
 June 28, 2012

Central Texas Water Well  
 2511 N. Highway 287  
 Bowie, Texas 76230

ITEM QTY	UNITS	DESCRIPTION	\$ PER UNIT	TOTAL
<b>BASE BID - PARK IRRIGATION WELL</b>				
1	LS	Mobilization & Insurance		\$20,000.00
2	LS	Labor and Materials for Irrigation Well		306,156.00
		Labor and Materials for Submersible Deep Well		
		Pump, Pump Panel, Cable, Well Disconnect, Well		
3	LS	Cover		34,000.00
		Labor and Materials for Well Head Piping, Valves,		
4	LS	Fittings, Power Cable, Conduits		38,000.00
		Labor and Materials for all electrical and control		
5	LS	work		24,000.00
		<b>TOTAL AMOUNT OF BID</b>		<b>\$422,156.00</b>
		<b>TOTAL MATERIALS PORTION</b>		<b>\$265,500.00</b>
		<b>TOTAL SERVICES PORTION</b>		<b>\$156,656.00</b>

**BASE BID ADD OR DEDUCT ITEMS**

1-A	LF	Furnish & Install 6 5/8" Cemented Casing	\$23.00
2-A	LF	Furnish & Install 3" Screen & Gravel Packing	\$50.00
3-A	LF	Furnish & Install 3 1/2" Blank liner & Packing	\$20.00
4-A	LF	Furnish & Install 2 3/8" Column Pipe	\$7.00
5-A	LF	Furnish & Install three-wire power Sub pump	\$4.00

## **City Council Meeting**

**August 7, 2012**

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### **Issue**

Consider and/or act upon award of construction bid to the lowest bidder, Dean Electric (dba Dean Construction) for Murphy Central Park and the Maxwell Creek Trail Extension project.

### **Staff Resource / Department**

Dennis Sims, Dunkin Sims Stoffels (DSS), Park Planners, Kim Lenoir, Director of Parks and Public Works, and Linda Truitt, Director of Finance

### **Key Focus Area**

Community Character, Mobility, 2008 Trail, Street, and Park Bond Projects

### **Summary**

Award construction bid for Murphy Central Park and the Maxwell Creek Trail Extension project. Dean Electric (dba Dean Construction) is the apparent low bidder. The company is well known and respected in the DFW area, having built numerous major park facilities over the past 20 years (see attached references).

### **Background/History**

January 28, 2010, Murphy signed a contract with Texas Parks and Wildlife (TPWD) to build the first phase of Murphy Central Park and received a \$500,000 matching 50/50 grant award (to be completed in three years). The TPWD project included two multi-purpose athletic fields, sprayground, amphitheater, hike and bike trails connecting to Maxwell Creek and Murphy Marketplace, dedicated open space, a nature trail, pavilion, small playground and the City to build parking and a restroom/concession building.

The Murphy Community Development Corporation (MCDC) pledged \$25,000 (FY 2009-10) to assist with parking spaces and \$300,000 (FY2011-12) to complete the amphitheater and sod two multi-use athletic fields.

The City acquired additional park land from PISD in May 2011. The Murphy Central Park master plan was approved by City Council June 13, 2011, prepared by DSS. On August 16, 2011, DSS was hired to proceed with construction documents.

In October 2011, Murphy received a 50/50 matching grant of \$400,000 from Collin County to build the hike and bike trails along North Murphy Road, through Central Park to connect to the Maxwell Creek Greenbelt, and to further connect the south end of the trail to Murphy Marketplace (to be completed in one year).

On March 6, 2012, City Council authorized DSS to finalize and bid the construction documents as presented and to include the optional items of burying more overhead electric lines, adding the pond and irrigation water well, adding conduit-only for lighting two multi-purpose fields, and adding plaza lights. Additional design fees for DSS were approved by City Council on March 20, 2012.

MCDC agreed to sell tax notes of \$1.5 million to complete most of this park within one construction phase.

The project total, as proposed, was to be completed in one phase; total cost of \$3.8 million, with an estimated construction budget of \$3.4 million.

**City Council Meeting**  
**August 7, 2012**

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**Financial Considerations**

On March 6, 2012 the City Council approved the list below as funding designated for Murphy Central Park and the Maxwell Creek Trail Extension project construction from the following sources for this project:

<b>Murphy Central Park and Maxwell Creek Greenbelt Extension Project</b>		
<b>Table 1 - Funding Sources</b>		<b>Amount</b>
<b>1</b>	Tax Notes – MCDC -4B	\$1,500,0000
<b>2</b>	Grant - TPWD	\$500,000
<b>3</b>	2008 Park Bonds	\$476,000
<b>4</b>	Grant – Collin County	\$400,000
<b>5</b>	2008 Park Bond Funds expended/committed to date	\$364,193
<b>6</b>	MCDC - 4B – FY 2012 Allocation	\$300,000
<b>7</b>	2008 Trail Bonds	\$194,200
<b>8</b>	MCDC - 4B – FY 2009 Allocation for TPWD Grant	\$25,000
<b>Total Funds Designated:</b>		<b>\$3,759,393</b>

1. Tax Notes to be funded by MCDC ½ cent sales tax, to be sold in August 2012, \$1,500,000.
2. TPWD Grant, awarded January 28, 2010, for Murphy Central Park and Maxwell Creek Trail Expansion Project, \$500,000.
3. Council approved on March 6, 2012 the reallocation of 2008 Park Bond funds with \$476,000 for Murphy Central Park.
4. Collin County Grant, awarded October 2011, for hike and bike trails in Murphy Central Park and Maxwell Creek Trail Expansion, \$400,000.
5. 2008 Park Bond Funds expended/committed from 2010 – 2012 – Concept plans, master plan, surveying, engineering, geo testing, etc. for Murphy Central Park and Maxwell Creek Trail Expansion Project, \$364,193.
6. MCDC fund allocation from FY 2012 Budget of \$300,000 for an Amphitheater.
7. Council approved on March 6, 2012 the reallocation of 2008 Trail Bond funds of \$194,200 for Maxwell Creek Trail Expansion.
8. MCDC fund allocation from FY 2009 Budget, \$25,000 for parking for Murphy Central Park.

**City Council Meeting**  
**August 7, 2012**

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**Other Considerations**

Bids were opened Tuesday, July 3, 2012, at 2:00 PM. Two bids were received for a base bid project cost of \$3,880,000 from Dean Electric (dba Dean Construction) and \$4,500,777 from JC Commercial.

<b>Table 2 – Park Project Expense</b>		
<b>1</b>	Base Bid	\$3,880,000
<b>2</b>	Water Well – Add – CO#2	\$85,000
	Total	\$3,965,000
<b>3</b>	Recommended Deductions – CO#1	(\$500,801)
<b>4</b>	Recommended Bid Alternate Deductions	(\$151,885)
	Park Construction Bid	\$3,312,314

1. Base bid for construction project: **Summary** – Spray ground, amphitheater with stage and terraced stone seating, hike and bike trail, two pedestrian bridges, three irrigated multi-use athletic fields, restroom/concession building, lighted plaza, picnic area, playground, pavilion, landscaping, berms, 1.5 acre pond, parking lot, grading, storm sewer, electric, water, sewer utilities – as reviewed and approved by City Council March 6, 2012.
2. Staff is recommending change order #2 to add \$85,000 for the water well.
3. Staff met with the contractor and is proposing change order #1 to deduct \$500,801 (See attachment )
4. To get the project within budget, staff is recommending deductions of \$151,885 in bid alternates (See attachment)

The bid also included Alternate #1 which reroutes Tom Clevenger Road at a cost of \$166,770 and Alternate #2 to repair and extend a culvert at the railroad and North Maxwell Creek Road at \$60,775 for a total of \$227,545. These two items will be funded from the 2008 Road Bond Funds.

<b>Table 3 – Bid Award</b>		<b>Funding Source</b>
Park Bid – Table 2	\$3,312,314	See Table 1
Road Improvements Add	\$227,545	2008 Road Bonds
Total Bid Award	\$3,539,859	

The final bid award will be base bid for the park construction of \$3,880,000, less Change Order #1 \$500,801, add Change Order #2 \$85,000, accept deduct alternates 11,12,13,22,23 totalling \$151,885, and adding road construction alternates #1 and #2 totalling \$227,545, for a total bid of \$3,539,859.

Staff is prepared to review the alternates and change order items (value engineering) recommendations for additional consideration as needed.

**City Council Meeting**  
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**Action Requested**

Motion by City Council to award the contract to the low bidder, Dean Electric (dba Dean Construction), for the construction of Murphy Central Park and the Maxwell Creek Trail Extension project at a contract of \$3,539,859 (including add alternates 1,2, and deduct alternates 11,12,13,22,23); authorize a contract deduction with Change Order #1 (Items A-L), and Change Order #2 for the water well; and authorize the City Manager to sign contracts.

**Attachments**

- 1) Dean Construction References
- 2) Recommendation Letter
- 3) Bid Tabulation
- 4) Spreadsheet of bid alternates and change order proposed

**Dean Construction Project History**  
Various Current and Past Projects

North Park  
200 E. Dove Road  
Southlake, TX  
Project 99% complete  
Community Park – City of Southlake  
400 N. White Chapel Blvd  
Southlake, TX  
Contact: Peter Kao, 817-748-8607

Forney Community Amphitheater  
241 S FM 548  
Forney, TX  
Project 95% Complete  
Amphitheater – City of Forney  
715 Mulberry  
Forney, TX  
Contact: Richard Curry, Director of Parks and Recreation, 972-564-7300

Hillsboro City Park  
200 Milford Road  
Hillsboro, TX  
Project 100% complete  
Linear Park  
City of Hillsboro  
214 E Elm Street  
Hillsboro, TX  
Contact: John Graham, Parks/Public Works/Streets, 254-582-3478

Rush/Sublett Creek Linear Park  
2310 W Sublett Rd./6727 Big Springs Drive  
Arlington, TX  
Project completed October 2011  
Linear Park  
City of Arlington  
717 W Main Street  
Arlington, TX  
Contact: Kurt Beilharz, ASLA, 817-459-5478

Bicentennial Park  
450 W Southlake Blvd  
Southlake, TX  
Project completed September 2011  
Restroom/concession/tennis courts  
City of Southlake  
400 N. White Chapel Blvd.  
Southlake, TX  
Contact: Peter Kao, 817-748-8607

Joshua City Park  
831 N Main Street  
Joshua, TX  
Project completed October 2010  
Community Park  
City of Joshua  
Contact: Mike Peacock, 817-558-7447

Roanoke Soccer Complex  
505 Roanoke Road  
Roanoke, TX  
Project completed July 2010  
Soccer Complex  
City of Roanoke  
Contact: Ronnie Angel, 817-837-9930

McPherson Park Final Phase  
240 McDonwell School Road  
Colleyville, TX  
Project completed April 2009  
Community Park  
City of Colleyville  
Contact: Monica Walsh, 817-503-1182

West Lawther Hike & Mike Trail  
3800 Garland Road  
Dallas, TX  
Project completed July 2009  
Public trail for bikes & hikers  
City of Dallas  
Contact: Richard Stauffer, 214-670-4105

**DUNKIN  
SIMS  
STOFFELS  
Inc.**

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July 25, 2012

Ms. Kim Lenoir  
Director of Parks and Public Works  
206 N. Murphy Road  
Murphy, Texas 75094

Re: Murphy Central Park

Dear Ms. Lenoir:

Bids for the referenced project were opened at 2:00 P.M. on Tuesday, July 3, 2012. A total of two (2) bids were received for the project. The apparent low bidder was Dean Construction with a base bid of \$3,880,000.00.

Dean Construction has been in the park construction industry for the last 25 years and has the qualifications and experience to complete the Murphy Central Park project.

I will be at the August 7, 2012 City Council meeting to answer any questions regarding the Bids.

Sincerely,



Dennis Sims, ASLA  
Principal



**Bid Tabulation Sheet**  
**MURPHY COMMUNITY PARK PHASE I AND**  
**MAXWELL CREEK GREENBELT EXPANSION**  
**Murphy, Texas**  
**July 3, 2012 at 2:00 P.M.**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Dean Electric	JC Commercial			
	\$ 3,880,000.00	\$ 4,500,777.00	\$	\$	\$
	✓	✓			
	✓	✓			
	✓	✓			
	✓	✓			
	360 Calendar Days	300 Calendar Days			
	✓	✓			
	\$ 166,770.00	\$ 580,000.00	\$	\$	\$
	\$ 60,775.00	\$ 80,000.00	\$	\$	\$
	\$ 76,230.00	\$ 110,000.00	\$	\$	\$
	\$ 160,860.00	\$ 560,000.00	\$	\$	\$
	\$ 8,614.00	\$ 7,000.00	\$	\$	\$
	\$ 16,353.00	\$ 12,000.00	\$	\$	\$
	\$ 19,570.00	\$ 70,000.00	\$	\$	\$
	\$ 41,000.00	\$ 43,000.00	\$	\$	\$
	\$ 8,823.00	\$ 15,000.00	\$	\$	\$
	\$ 25,843.00	\$ 30,000.00	\$	\$	\$
	(14,239.00)	ADD	\$	\$	\$
	\$ 24,850.00	\$ 18,000.00	\$	\$	\$
	\$ 35,989.00	\$ 2,500.00	\$	\$	\$
	\$ 2,550.00	\$ 4,000.00	\$	\$	\$
	\$ 33,600.00	\$ 40,000.00	\$	\$	\$
	\$ 19,712.00	\$ 40,000.00	\$	\$	\$



**Bid Tabulation Sheet**  
**MURPHY COMMUNITY PARK PHASE I AND**



**ALTERNATES AND VALUED ENGINEERING DEDUCTS**  
**Murphy Community Park Phase I & Maxwell Creek Greenbelt**  
**Murphy, Texas**  
**July 31, 2012**

**Base Bid for Park Project - Dean Electric**

**\$ 3,880,000.00**

**ADD/DEDUCT ALTERNATES**

Add	Alternate #1 - All Components of Street Re-Alignment & Pavement Changes	\$	166,770.00	
Add	Alternate #2 - Maxwell Creek Road Culvert Extension	\$	60,775.00	
	<b>Add Road Improvements - Funded by 2008 Road Bonds</b>	<b>\$</b>	<b>227,545.00</b>	<b>\$ 227,545.00</b>
Deduct	Alternate #11 - Water Splash Surface for Bomanite Surface	\$	(14,239.00)	
Deduct	Alternate #12 - Hydromulch in Lieu of Solid Sod and Remove Irrigation on East Berms	\$	(25,850.00)	
Deduct	Alternate #13 - Hydromulch in Lieu of Solid Sod on Amphitheater and Plaza Grass Areas	\$	(35,989.00)	
Deduct	Alternate #22 - Water Splash in Lieu of Water Odessey Splash Pad Equipment	\$	(60,000.00)	
Deduct	Alternate #23 - LSI Playstructure in Lieu of Cosmo	\$	<u>(15,807.00)</u>	
	<b>Deduct from Park Construction Base Bid</b>	<b>\$</b>	<b>(151,885.00)</b>	<b>\$ (151,885.00)</b>

**VALUED ENGINEERING DEDUCTS**

A. Deduct	Removal of Extra ADA Ramps at Amphitheater	\$	(66,092.40)	
B. Deduct	Removal of Stone on Retaining Walls at Maxwell Creek Road	\$	(36,800.00)	
C. Deduct	Trail Connector at Maxwell Creek Trail	\$	(2,144.00)	
D. Deduct	Change Retaining Wall Detail on 18" Walls at Amphitheater	\$	(41,000.00)	
E. Deduct	Solid Sod (2 Fields Only). All Other Adjacent Areas to Fields to be Hydromulch in Lieu of Sod	\$	(85,000.00)	
F. Deduct	Replace Pond Weir with Low Profile Crossing	\$	(32,000.00)	
G. Deduct	Remove Thicken Edge on Hike and Bike Trail	\$	(10,100.00)	
H. Deduct	Replace Drain System in Front of Amphitheater	\$	(4,500.00)	
I. Deduct	Eliminate RCP Pipe Encasement and Replace with RCP Pipe	\$	(19,750.00)	
J. Deduct	Reduce Fire Lane Width from 20' Wide to 12' Wide and Eliminate Approximately 420 Feet of Fire Lane	\$	(47,130.00)	
K. Deduct	Remove East Parking Lot	\$	(94,800.00)	
L. Deduct	Remove Trees Except for Tree Planting in Plaza	\$	(61,485.00)	
	<b>Change Order #1 (Items A-L)</b>	<b>\$</b>	<b>(500,801.40)</b>	<b>\$ (500,801.40)</b>
M. Add	<b>Change Order #2 - add Irrigation Well</b>	<b>\$</b>	<b>85,000.00</b>	<b>\$ 85,000.00</b>
	<b>Total Dean Electric Contract Recommended</b>			<b><u>\$ 3,539,858.60</u></b>

**Issue**

Consider and/or act upon moving the Regular City Council meeting scheduled for August 21, 2012 to August 28, 2012.

**Summary**

The City Council has meetings scheduled every Tuesday this month due to regular scheduled meetings and special meetings due to budget/tax rate hearing requirements. I am proposing that instead of the Regular meeting being held on Tuesday, August 21, 2012 it be moved to Tuesday, August 28, 2012. The 28<sup>th</sup> is scheduled as a Special Meeting for the first Public Hearing on the proposed FY13 Annual Budget and tax rate. I believe in doing this will provide greater opportunity for our community to comment on our proposed budget and agenda items.

**Financial Considerations**

N/A

**Attachments**

N/A

**Staff Recommendation**

Motion to move the Regular City Council meeting scheduled for Tuesday, August 21, 2012 to Tuesday, August 28, 2012.