

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
AUGUST 28, 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 28, 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

Proposed PSA Murphy (Plano Sports Authority)

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 31, 2012 Special Meeting.
- B. Approval of the Minutes from the August 7, 2012 City Council Meeting.
- C. Approval of the Minutes from the August 14, 2012 City Council Meeting.
- D. Consider and/or act upon authorizing the City Manager to sign an Inter Local Agreement (ILA) with Collin County for the purpose of providing arson and explosive detection, investigative, and prosecutorial capabilities to each other as the need arises.
- E. Consider and/or act upon a resolution dedicating in perpetuity 15.1743 acres of open space parkland permanently in Murphy Central Park as required by the Texas Parks and Wildlife Department grant award.
- F. Consider all matters incident and related to the approval and execution of a Project Contract with the Murphy Community Development Corporation, including the adoption of a resolution pertaining thereto.
- G. Consider all matters incident and related to the issuance and sale of "City of Murphy, Texas, Tax Notes, Series 2012," including the adoption of an ordinance authorizing the issuance of such tax notes.

James Fisher
City Manager

PUBLIC HEARINGS

1. Hold a public hearing on the proposed tax rate of \$0.5700 per \$100 valuation.
2. Hold a public hearing on the proposed Fiscal Year 2012-2013 City of Murphy Budget.
3. Hold a public hearing and consider and/or act on the application of Allen and Loucks Venture L.L.P. to re-plat Lot 7R – Block A – Murphy Marketplace – West Addition being a re-plat of Lots 7 & 8 Block A Murphy Marketplace – West Addition, Volume 2009, Page 195, P.R.C.C.T., Murphy, Texas. Development on this lot will include an Einstein's, spec restaurant space, Super Cuts and a Chipotle.

CITY MANAGER/STAFF REPORTS

- September 4 – Regular Meeting, 2nd Public Hearing on the FY2013 Annual Budget
- September 18 – Regular Meeting, Adoption of the FY2013 Annual Budget
- Board Scope and Descriptions
- TML Annual Conference, November 13-16, Gaylord Texan Conference Center
- Murphy Maize Days Update

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, 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.

§ 551.072 DELIBERATION REGARDING REAL PROPERTY – to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

RECONVENE INTO REGULAR SESSION

The 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, 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.

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§ 551.072 DELIBERATION REGARDING REAL PROPERTY – to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

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 24, 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.

Nancy Meadows, Interim City Secretary

In compliance with the American with Disabilities Act, the City of Murphy will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the Acting City Secretary at 972.468.4006 or kroberts@murphytx.org



MINUTES
SPECIAL CITY COUNCIL MEETING
JULY 31, 2012 AT 5:00 P.M.
MURPHY COMMUNITY CENTER
205 N. MURPHY RD., HOMER/MARIE ADAMS RM.
MURPHY, TEXAS 75094

CALL TO ORDER

Mayor Baldwin called the meeting to order at 5:10 p.m.

ROLL CALL & CERTIFICATION OF A QUORUM

Kristen Roberts certified a quorum with the following Councilmembers present:

Mayor Bret Baldwin
Mayor Pro Tem John Daugherty
Deputy Mayor Pro Tem Colleen Halbert
Councilmember Dave Brandon

Councilmember Scott Bradley arrived at 5:30 p.m.
Councilmember Dennis Richmond arrived at 6:10 p.m.
Councilmember Bernard Grant arrived at 6:56 p.m.

PUBLIC COMMENTS

There were no public comments.

BUDGET WORK SESSION

At the request of Mayor Baldwin, City Manager James Fisher gave a brief overview of the revised Proposed Budget, including revenues and expenditures, with proposed reductions that were made from each department in order to present a balanced budget without an increase in the tax rate.

Finance Director Linda Truitt spoke in explanation of property taxes, the proposed tax rate, certified tax rates, effective tax rate and roll back tax rates. Ms. Truitt explained that the current tax rate is 56.5 cents.

Council reviewed and discussed as follows:

- FY 2013 projected revenues
- FY 2013 reserves
- FY 2013 proposed budget adjustments from each department

After discussion, Mr. Fisher recapped that there were proposed total revenues of \$9,871,000. There was a discussion to raise the property tax rate from \$0.565 to \$0.57.

Mr. Fisher and staff answered questions and explained the proposed budget adjustments. After a lengthy discussion, there was a conclusion that \$198,360 could be included back into the budget. Items discussed to include were as follows:

Bret Baldwin
Mayor

John Daugherty
Mayor Pro Tem

Colleen Halbert
Deputy Mayor Pro Tem

Dennis Richmond
Councilmember

Scott Bradley
Councilmember

Bernard Grant
Councilmember

Dave Brandon
Councilmember

James Fisher
City Manager

City Council

Contingency 15,000

Community Services

Travel & Training 1,000 P&Z Training

Recreation

Overtime 2,000

Part Time 51,600

Social Security 4,100

Uniforms 800

Community Relations 10,000 Christmas in the Park

Community Relations 40,000 Maize Days

Police

Overtime 2,000 Explorer activities

Police Explorers 1,000

Parks

Contract Mowing 35,000

Fire

Overtime 3,200

After the additions were discussed, there remained an additional \$32,660 for the City Manager to add back into the budget.

ADJOURNMENT

With there being no further business to discuss at this time, the meeting adjourned at 8:00 p.m.

APPROVED:

Bret Baldwin, Mayor

ATTEST:

Nancy Meadows, Interim City Secretary



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

CALL TO ORDER

Mayor Pro Tem Daugherty called the meeting to order at 6:00 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE

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

ROLL CALL & CERTIFICATION OF A QUORUM

Nancy Meadows certified a quorum with the following Councilmembers present:

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

Mayor Bret Baldwin and Councilmember Scott Bradley were absent.

PUBLIC COMMENTS

Bill Dahlstrom submitted a Public Comment Form and spoke during the discussion of agenda item 1.

Barbara Harless submitted a Public Comment Form and spoke during the discussion of agenda item 4.

John Druse submitted a Public Comment Form and spoke during the discussion of agenda item 1.

PRESENTATIONS

Presentation of the FY 2012-2013 Budget:

City Manager James Fisher gave an overview of the proposed FY 2012-2013 budget.

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.

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.

Bret Baldwin
Mayor

John Daugherty
Mayor Pro Tem

Colleen Halbert
Deputy Mayor Pro Tem

Dennis Richmond
Councilmember

Scott Bradley
Councilmember

Bernard Grant
Councilmember

Dave Brandon
Councilmember

James Fisher
City Manager

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.

Council Action

Councilmember Halbert moved to approve the Consent Agenda with noted correction made to the July 17, 2012 minutes. Councilmember Grant seconded the motion, which passed by a unanimous vote of 5-0.

PUBLIC HEARINGS

1. Continue a public hearing and take action on the application of ALLEN AND LOUCKS VENTURE, L.P. requesting approval of a 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 that the Public Hearing had been held on July 17, 2012 and the item had been reconsidered by Planning and Zoning on July 23rd, and; was approved.

Council Action

Mayor Pro Tem Daugherty opened the Public Hearing at 6:10 p.m.

Eric Langford, from Murphy Marketplace, addressed Council and introduced Brandon Druets, Retail Director of Operations for Del Taco. Mr. Druets spoke in regards to Del Taco hiring local employees and getting involved with the community.

Bill Dalstrom, representative of Del Taco, spoke in regards to changes they had made in working with the city. He stated that they had to get the Specific Use Permit because Del Taco needs a drive – through window.

With no further comments from the public, Mayor Pro Tem Daugherty closed the Public Hearing at 6:24 p.m.

Councilmembers discussed the requested approval of a SUP (Specific Use Permit) from Del Taco and voiced their concerns and opinions.

After a lengthy discussion, Councilmember Grant moved to approve a 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). Councilmember Richmond seconded the motion.

The motion failed by a vote of 2-3. Councilmembers Grant and Richmond voted for the motion. Councilmembers Halbert, Daugherty, and Brandon voted against the motion.

INDIVIDUAL CONSIDERATION

1. 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)

Council Action

This request for approval of a site plan for a Del Taco was postponed to a later date.

2. 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.

Council Action

Councilmember Halbert moved to approve 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. Councilmember Grant seconded the motion which passed by a unanimous vote of 5-0.

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

Councilmember Halbert recused herself from the discussion and vote on this item.

PUBLIC COMMENTS

Citizen Barbara Harless voiced concerns and stated she was opposed to the joint-use Multi Agency Recreation Center with the City of Richardson based on the information she had at that time.

Council Action

Councilmember Grant moved to instruct staff to no longer pursue the Joint-Use Multi Agency Recreation Center with the City of Richardson. Councilmember

Richmond seconded the motion which passed by a vote of 3-1, with Councilmember Halbert absent during the vote.

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

Council Action

Councilmember Richmond moved to reject all bids received for constructing the water well for irrigation of Murphy Central Park. Councilmember Brandon seconded the motion which passed by a unanimous vote of 5-0.

5. 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).

Council Action

Councilmember Grant moved to award the construction bid for Murphy Central Park and the Maxwell Creek Trail Extension project to the lowest bidder, Dean Electric (dba Dean Construction). Councilmember Brandon seconded the motion which passed by a unanimous vote of 5-0.

Councilmember Halbert moved to authorize the City Manager to sign the bid contract with Dean Electric (dba Dean Construction). Councilmember Richmond seconded the motion which passed by a unanimous vote of 5-0.

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

Council Action

Councilmember Halbert moved to move the Regular City Council Meeting scheduled for August 21, 2012 to August 28, 2012. Councilmember Brandon seconded the motion which passed by a unanimous vote of 5-0.

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, 1st Public Hearing on the FY2013 Annual Budget
- September 4 – Regular Meeting, 2nd 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

City Manager Fisher gave a report on the items listed above, noting that the August 21 Regular City Council Meeting was now scheduled for August 28. Mr. Fisher also mentioned that N. Murphy Road would be closed for a time period of 2-8 hours on Saturday, August 11 by Encore for construction.

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, reassignment, 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.

Council Action

Council convened into Executive Session at 7:15 p.m.

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, reassignment, 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

Council Action

Council reconvened into Regular Session at 8:22 p.m.

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

Councilmember Halbert moved to approve Nancy Meadows as Interim City Secretary. Councilmember Grant seconded the motion which passed unanimously by a vote of 5-0.

No other items were acted upon as a result of the executive session.

ADJOURNMENT

With there being no further business to discuss at this time, the meeting adjourned at 8:23 p.m.

APPROVED:

Bret Baldwin, Mayor

ATTEST:

Nancy Meadows, Interim City Secretary



MINUTES
SPECIAL CITY COUNCIL MEETING
AUGUST 14, 2012 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

CALL TO ORDER

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

INVOCATION & PLEDGE OF ALLEGIANCE

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

ROLL CALL & CERTIFICATION OF A QUORUM

Nancy Meadows certified a quorum with the following Councilmembers present:

Bret Baldwin
Mayor

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

John Daugherty
Mayor Pro Tem

Colleen Halbert
Deputy Mayor Pro Tem

Dennis Richmond
Councilmember

Mayor Bret Baldwin and Councilmember Scott Bradley were absent.

Scott Bradley
Councilmember

Bernard Grant
Councilmember

Dave Brandon
Councilmember

PUBLIC COMMENTS

There were no public comments.

INDIVIDUAL CONSIDERATION

1. Consider and/or act upon a resolution establishing two dates, August 28, 2012 at 6:00 p.m. and September 4, 2012 at 6:00 p.m. to conduct a Public Hearing on the City of Murphy proposed tax rate of \$0.5700 per \$100 valuation and establishing two dates, August 28, 2012 and September 4, 2012 at 6:00 p.m. for public hearings on the proposed FY 13 Annual Budget.

Council Action:

Councilmember Halbert moved to approve a resolution establishing two dates, August 28, 2012 at 6:00 p.m. and September 4, 2012 at 6:00 p.m. to conduct a Public Hearing on the City of Murphy proposed tax rate of \$0.5700 per \$100 valuation and establishing August 28, 2012 and September 4, 2012 at 6:00 p.m. for public hearings on the proposed FY 13 Annual Budget. Councilmember Grant seconded the motion which passed by a unanimous vote of 5-0.

2. Discussion on the proposed FY 13 Annual Budget.

Staff Comments:

City Manager James Fisher explained that this item was on the agenda in case Council had any questions or items of concern of the proposed FY 13 Annual Budget.

Council Action:

There were no questions by Council at this time.

James Fisher
City Manager

3. Consider and take action on the reconsideration of agenda item 1 from the August 7, 2012, Murphy City Council Agenda regarding 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 James Fisher explained that this item was placed on the agenda at the request of Mayor Pro Tem Daugherty for reconsideration of the item that was voted on at the August 7, 2012 meeting. He explained that he and the city attorney had reviewed the ethics ordinance, governance policy and home rule charter to decide how to place the item back on the agenda. He explained that this item was for council to consider whether or not to place the item back on a subsequent agenda. If approved the item would probably be placed on the September 4, 2012 agenda. He further explained that it was not on the agenda to approve the SUP or the drive thru. He further explained that though the item was not approved, it was not denied at the August 7, 2012 meeting.

Council Action:

Mayor Pro Tem Daugherty explained that he asked the City Manager and City Attorney to place it back on the agenda because he did not feel that he gave it the proper consideration while he was running the meeting. He didn't feel that he had the opportunity to fully process some of the concessions that Del Taco was going to make to the city. He further explained that the item was not on the agenda for approval. It was just to reconsider it.

Councilmembers discussed this item and voiced their concerns and opinions.

After discussion, Mayor Pro Tem Daugherty moved to reconsider agenda item 1 from the August 7, 2012, Murphy City Council Agenda regarding 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). Councilmember Grant seconded the motion which passed by a vote of 4-1, with Councilmember Halbert voting against the motion. The item will be reconsidered September 4, 2012.

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 – City Secretary.

COUNCIL ACTION:

Council convened into executive session at 6:21 p.m.

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 – City Secretary

COUNCIL ACTION:

Council reconvened at 8:49 p.m.

No action was taken as a result of the executive session.

ADJOURNMENT

With there being no further business to discuss at this time, the meeting adjourned at 8:50 p.m.

APPROVED:

Bret Baldwin, Mayor

ATTEST:

Nancy Meadows, Interim City Secretary

City Council Meeting
August 28, 2012

Issue

Consider and/or act upon authorizing the City Manager to sign an Inter Local Agreement (ILA) with Collin County for the purpose of providing arson and explosive detection, investigative, and prosecutorial capabilities to each other as the need arises.

Staff Resource/Department

Mark Lee/Fire Department

Key Focus Area

Public Safety – meeting the expectation of the community. This agreement is designed to provide additional resources as needed in fire investigations.

Summary

The City of Murphy is requesting to participate in the Collin County Arson Task Force. This will allow our investigators to participate in other arson fires in the County and in other signatory cities. By participating, our investigators gain experience, stay abreast of current arson trends, and are current with new, as well as existing, arson investigation techniques. The participation will also be receiving services from the County and other cities' personnel.

Background/History

The City of Murphy has three arson investigators (Perry Elliot, Kenny Wilkins, and Joe Wetzel (PD)). Fire investigations are complex operations that can grow to be very labor intensive. This agreement will increase our capabilities to meet that labor demand during and after the initial investigation of fires.

Financial Considerations

Overtime expenses associated with this potential agreement have been included in the FY2013 proposed budget. Should all of those funds be expended, determination of participation will be left with the head of department.

Other Considerations

N/A

Board Discussion/Action

N/A

Action Requested

Authorize the City Manager to sign an Inter Local Agreement (ILA) with Collin County for the purpose of providing arson and explosive detection, investigative, and prosecutorial capabilities to each other as the need arises.

Attachments

Collin County Fire and Arson Task Force ILA
MEMO - Murphy 2012-353 Review of Arson Task Force

COLLIN COUNTY FIRE AND ARSON TASK FORCE INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This Agreement is entered into by and between Collin County, (the “County”) and the City of Murphy, Texas (“Murphy”) (hereinafter referred to collectively as the “Parties”). The Parties execute this Agreement as hereinafter provided pursuant to the Interlocal Agreement Act, Texas Government Code, section 791.011, et seq., and the Texas Local Government Code, section 362.002, et seq., and all other applicable statutes.

WHEREAS, there is a need for investigative and prosecutorial cooperation in suspected arson cases in the County and Murphy; and

WHEREAS, the Parties hereto have determined that the best possible method for attacking a potential arson problem within the County and Murphy is an agreement establishing such cooperation by way of a Task Force, including the Murphy Fire Marshal’s Office and the County Fire Marshal’s Office; and

WHEREAS, the Parties desire to enter into this Agreement to provide investigative and prosecutorial cooperation in connection with arson and other criminal cases; and

WHEREAS, each party is authorized to perform the services contemplated herein the Parties for the mutual consideration hereinafter stated, agree and understand as follows;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I.

The Parties execute this Agreement for the purpose of providing arson and explosive detection, investigative, and prosecutorial capabilities to each other as the need arises.

II.

The Collin County Fire Marshal’s Office will be the coordinator of the Collin County Fire and Arson Task Force created by this Agreement, and the Collin County Fire Marshal’s Office will be the central repository of the Parties’ executed counterparts of this Agreement.

III.

When requested by one party to this Agreement, another party to this Agreement may provide available members of its fire and/or explosive investigative unit to investigate

and perform follow-through prosecution duties regarding fires or explosions of suspicious origin or unknown causes within the requesting jurisdiction. While engaged in such activities, employees of the responding party shall be under the rules of the requesting party and the direction and supervision of the requesting party's officer in charge of the investigation. The availability of a party's officers shall be determined by the responding party.

IV.

While any responding party investigative officer is in the service of the requesting party, he or she shall be considered an investigative officer of the requesting member and be under the command of the requesting party's department head or the department head's designee, with all the powers of a regular investigative officer of the requesting party, as fully as though he or she were within the territorial limits of the governmental entity where he or she is regularly employed and his or her qualifications, respectively, in the job position for the local governmental entity by which he or she is regularly employed, shall constitute his or her qualifications for the position within the territorial limits of the requesting member, and no other oath, bond, or compensation need be made.

V.

In performing duties under this agreement, each party will comply with all necessary federal, state and local laws, regulations and ordinances, including those relating to disposal of property acquired from grant funds.

VI.

The party regularly employing the investigative officer shall pay all wages and disability payments, pension payments and payments for damages to equipment and clothing of that officer while he or she is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the investigative officer is regularly employed. The requesting party shall have no obligation to reimburse the responding party for such costs unless reimbursement is required under the Local Government Code § 362.003(c).

VII.

Any request for assistance under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel requested are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding party's department head or department head's designee.

VIII.

The department head of the responding party, or department head's designee, in his or her sole discretion, may at any time withdraw his or her personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

IX.

A party to this Agreement may unilaterally terminate its participation in this Agreement only after providing not less than ninety (90) days' written notice of termination to the other parties. This Agreement may be terminated at any time by the written mutual agreement of the Parties.

X.

In the event that any person performing services pursuant to this Agreement shall be cited as a party to a state or federal civil lawsuit arising out of the performance of those services, that person shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of his or her duties as a member of the department where he or she is regularly employed and in the jurisdiction of the party by which that person is regularly employed.

XI.

Each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

XII.

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate state statutes, municipal ordinances or laws of the State of Texas or any political subdivision thereof.

XIII.

This agreement and any of its terms and provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

XIV.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

This Agreement may be amended or modified only by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this Agreement.

XVI.

This Agreement may be signed in multiple counterparts and shall be binding on the Parties when duly authorized by the governing bodies of such Parties and such Parties' duly authorized representatives and delivered to the Collin County Fire and Arson Task Force Coordinator.

XVII.

This Agreement contains all commitments and agreements of the Parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

XVIII.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have all necessary authority to execute this Agreement on behalf of the parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XIX.

Miscellaneous Provisions

a. Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivered service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to: Collin County

Attn: _____

If to Murphy, to:

City of Murphy
Attn: James Fisher
206 N. Murphy Rd.
Murphy, TX 75094

b. Assignment. This Agreement is not assignable without the prior written consent of the other party.

c. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

d. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

e. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

f. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

g. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

h. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

i. Representation. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

j. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumptive or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

k. Pursuit of a Governmental Function. Both the County and the City have determined by their execution of this Agreement that this Agreement and the obligations of the parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, Texas Government Code, and the participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.

l. Sovereign Immunity. The parties agree that neither the County nor the City has waived its sovereign immunity by entering into and performing its representative obligations under this Agreement.

m. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party shall have any rights herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by all of the Parties.

CITY OF MURPHY

James Fisher, City Manager

ATTEST:

Kristen Roberts, City Secretary

APPROVED AS TO FORM:

Andy Messor, City Attorney

COUNTY OF COLLIN, TEXAS

Keith Self, County Judge
Date: _____

APPROVED AS TO CONTENT:

Jason Browning, Interim Fire Marshal
Date: _____

APPROVED AS TO FORM:

Belvin Harris, County Attorney
Date: _____

MESSER, CAMPBELL & BRADY
A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS

MEMORANDUM

To: Mark Lee, Fire Chief, and James Fisher, City Manager
From: Ben Wyse, Assistant City Attorney
Date: 08/15/12
Re: Murphy 2012-353; Review of Arson Task Force Interlocal Agreement

Review of Arson Task Force Interlocal Agreement:

- 1) Agreement is with Collin County to provide aid for investigative, detection and prosecutorial cooperation in suspected arson cases in Collin County and in the City of Murphy.
- 2) This is basically the same as a prior Arson Task Force Agreement with Collin County (which also included the Cities of Allen, Anna, Celina, Frisco, Melissa, Murphy, et al.) which we reviewed on 05/22/08.
- 3) We had previously compared that agreement with other similar ones from other jurisdictions.
- 4) This one is virtually the same as the agreement between Collin County and Wylie, and the model agreement that were also forwarded to us.
- 5) The agreement sets out:
 - a. Responsibilities of requesting and responding parties
 - b. Responsibility for wages, resources, duties, authority, jurisdiction and obligations involved
 - c. Right of responding department head or designee (in prior agreement “fire chief” or designee) to withdraw personnel and equipment
 - d. Terms of the agreement for requesting assistance
 - e. 90 day written notice for unilateral termination of agreement or mutual termination
 - f. Express waiver of all claims against the other party
 - g. No waiver of immunity or defenses
 - h. Amendments must be in writing
 - i. Other standard clauses such as severability; to be governed by state of Texas; requiring authority to sign
- 6) This agreement also sets out additional standard Miscellaneous Provisions some of which are redundant but non-contradictory as to sections previously set forth in the agreement (*Cf.* Sections XIX h. to Sec. XIV, and Section XII to XIX l.).
- 7) The agreement appears to be a standard ILA that is used by many local governmental entities.

Please let us know if you need more on this.

City Council Meeting

August 28, 2012

Issue

Consider and/or act upon a resolution dedicating in perpetuity 15.1743 acres of open space parkland permanently in Murphy Central Park as required by the Texas Parks and Wildlife Department grant award.

Staff Resource / Department

Kim Lenoir, Director of Parks and Public Works

Key Focus Area

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

Summary

Adopt a resolution of the City Council dedicating the natural drainage area and floodplain area encompassing 15.1743 acres of Murphy Central Park as permanent open space. The dedication provides for protection of this natural area in perpetuity.

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 would build parking and a restroom/concession building.

Permanent open space dedication is to highlight the natural uses of the property and may be used only for hiking trails, interpretive signage and/or benches. No permanent buildings or structures taking away for the natural setting are allowed in this area.

The resolution is required by Texas Parks and Wildlife Department in preparation for their authorization to begin construction of the park project. The tract of land to be dedicated has been surveyed and is outlined on the construction plat for a replat of the 91.86 acres of the Murphy Municipal Center. This construction replat is to be considered by P&Z on August 27, 2012 and will be before City Council September 4 or 18, 2012.

August 7, 2012, the City Council awarded the construction contract to Dean Construction to begin construction of the Murphy Central Park and Maxwell Creek greenbelt project. The week of September 4, 2012 is the anticipated construction start date.

Financial Considerations

This action is a requirement of the \$500,000 grant award contract with the City of Murphy and the Texas Parks and Wildlife Department.

Action Requested

Motion by City Council to approve the resolution.

Attachments

Resolution and Exhibit A

RESOLUTION NO. 12-08-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, DEDICATING 15.1743 ACRES OF OPEN SPACE PARKLAND ALONG THE CREEK AND DRAINAGE WAY IN MURPHY CENTRAL PARK AND THE MAXWELL CREEK GREENBELT AS DESCRIBED IN EXHIBIT A - SECTION B, LOT 2 ATTACHED AS NATURAL AREA FOR PERPETUITY, AS REQUIRED BY THE TEXAS PARKS AND WILDLIFE DEPARTMENT; APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER AND MAYOR; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to provide quality park facilities for the residents of Murphy; and

WHEREAS, the City Council has obtained a grant from the Texas Parks and Wildlife Department for the development of a community park and desires to comply with all of the requirements set forth in the grant for Murphy Central Park and Maxwell Creek Extension - State Project Number 50 – 000436.

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

SECTION 1. In order to fulfill the requirements of the Texas Parks and Wildlife Department’s grant to the City of Murphy, the City Council of Murphy, Texas hereby designated fifteen point one seven four three (15.1743) acres of parkland in the Murphy Central Park as a natural area in perpetuity.

SECTION 2. The Mayor of the City of Murphy, along with the City Manager, are hereby authorized to execute the appropriate documents approving the terms and conditions of the agreement with Texas Parks and Wildlife Department.

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED, ADOPTED AND RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 28th day of August, 2012.

APPROVED:

Bret M. Baldwin, Mayor

ATTEST:

Nancy Meadows, City Secretary

City Council Meeting

August 28, 2012

Issue

Consider all matters incident and related to the approval and execution of a Project Contract with the Murphy Community Development Corporation, including the adoption of a resolution pertaining thereto.

Staff Resource/Department

James Fisher – City Manager
Linda Truitt – Finance Director

Key Focus Area

Finance, Community Character and Mobility

Summary

The City will issue 2012 Tax Notes in the amount of \$1,500,000 for the construction of the Murphy Central Park. The Project Contract approved by the Murphy Community Development Corporation (4-B) will fund the annual payments of principal and interest by the Murphy Community Development Corporation.

Background/History

The City will issue 2012 Tax Notes in the amount of \$1,500,000 (with a project contract with the Murphy Community Development Corporation (4-B) for the annual payment of principal and interest) for the construction of the Murphy Central Park on August 28, 2012. The Murphy Community Development Corporation (4-B) approved the Project Contract at their July 10, 2012 meeting.

Financial Considerations

The resolution will allow the Murphy Community Development Corporation to fund the annual principal and interest payments for the 2012 Tax Notes.

Other Considerations

N/A

Board Discussion/Action

Murphy Community Development Corporation (4-B) approved the Project Contract at their July 10, 2012 meeting.

Action Requested

Approval of all matters incident and related to the approval and execution of a Project Contract with the Murphy Community Development Corporation, including the adoption of a resolution pertaining thereto.

Attachments

- 1) Resolution and Project Contract
- 2) Resolution and Project Contract approved by the Murphy Community Development Corporation

RESOLUTION NO. _____

A RESOLUTION of the City of Murphy, Texas, approving and authorizing the execution of a Project Contract with the Murphy Community Development Corporation.

WHEREAS, the City Council of the City of Murphy, Texas (the "City"), has determined that anticipation notes (the "Notes") should be issued under and pursuant to the provisions of Texas Government Code, Chapter 1431, as amended, for the purpose of paying contractual obligations to be incurred for the development of a City Central Park, including the design, construction, renovation, equipping and improving such park and related infrastructure, and professional services rendered in relation to such project and the financing thereof (collectively, the "Project"); and

WHEREAS, the Board of Directors of the Murphy Community Development Corporation (the "Corporation") has agreed to pay the costs of such Project by remitting to the City from the receipts of the local sales and use taxes received by the Corporation to pay the principal of and interest on such Notes; and

WHEREAS, a Project Contract by and between the Corporation and the City (substantially in the form and content attached hereto as **Exhibit A**) has been submitted to the City Council for approval and execution; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS: The Project is hereby adopted and confirmed as a project of the Corporation and the Project Contract by and between the Corporation and the City (substantially in the form and content of **Exhibit A** attached hereto and incorporated herein by reference as a part hereof for all purposes) is hereby approved, and the Mayor and City Secretary are hereby authorized and directed to execute such Project Contract for and on behalf of the City and as the act and deed of this Council.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this August 28, 2012.

CITY OF MURPHY, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PROJECT CONTRACT

PROJECT CONTRACT

THIS PROJECT CONTRACT ("Contract") is executed by and between the City of Murphy, Texas ("City"), a municipality created, existing and organized under the laws of the State of Texas and the Murphy Community Development Corporation ("Corporation"), a nonprofit corporation created and organized under the laws of the State of Texas, particularly Chapter 505 of the Texas Local Government Code.

WITNESSETH

WHEREAS, in accordance with Chapter 505 of the Texas Local Government Code ("Act"), an election was duly held and conducted in the City on the 3rd day of May, 2003, to submit a proposition to the voters of the City on the question of the adoption of a sales and use tax within the City at a rate of one-half of one percent to undertake projects described in the Act, including but not limited to projects for a public park purposes; and

WHEREAS, the proposition submitted to the voters of the City at said election was duly approved, and thereafter the City created the Corporation as authorized by the Act; and a certificate of incorporation for the Corporation was issued by the Secretary of State of Texas; and

WHEREAS, the receipts received from the collection of the local sales and use tax of one-half of one percent ("Sales Tax") for the benefit of the Corporation may be used to pay the costs of "projects" described in the Act; and

WHEREAS, the City Council of the City and Board of Directors of the Corporation have determined to undertake a project involving the development of City Central Park, including the design, construction, renovation, equipping and improving such park and related infrastructure, and professional services rendered in relation to such project and the financing thereof (collectively, the "Project"); and

WHEREAS, after considering the options available to finance the costs of the Project, the City and Corporation have further determined that the best and most cost effective manner to finance the costs of said improvements would be for the City to issue anticipation notes secured in part from the City's ad valorem taxing authority, with the understanding and agreement of the Corporation to pay the costs of such Project by remitting to the City from the receipts of the Sales Tax the principal of and interest on such anticipation notes as the same shall become due and payable;

NOW, THEREFORE, in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the City and the Corporation agree as follows:

Section 1. DEFINITIONS AND INCORPORATION OF PREAMBLES. The terms and expressions used in this Contract, unless the context shows clearly otherwise, shall have meanings set forth herein, including terms defined in the preambles hereto, which preambles are incorporated herein and made a part hereof for all purposes.

Section 2. FINANCING OF PROJECT. The parties agree and understand the costs of Project, including all construction costs, equipment costs and improvements contemplated, are to be paid from the proceeds received from the sale of anticipation notes authorized to be issued and sold by the City in a principal amount of \$1,500,000 ("Obligations") on or about the 28th day of August, 2012.

Section 3. OBLIGATION OF THE CORPORATION. The Corporation agrees to pay to the City the principal of and interest on the Obligations as the same shall become due and payable. As soon as possible following the issuance and sale of the Obligations, the City shall furnish the Corporation a debt retirement schedule for such Obligations. On or about 45 days prior to the next succeeding interest payment date for the Obligations, the City will notify the Corporation of the amount due from the Corporation on such interest payment date, taking into account any funds which the City has allocated to the payment of such debt retirement, including any funds from payments received in connection with the development of the Project. Upon being furnished with such notice, the Corporation agrees to pay to the City on or before the 30th day preceding such interest payment date, the amount so indicated in the notice from the City.

The Corporation further agrees the payments due hereunder to the City for the payment of the debt service on the Obligations will be incorporated and included in the Corporation's annual budget, as adopted or amended, and the City shall be entitled to a claim on and right to the amounts budgeted each year for the payment of the debt service requirements on the Obligations.

Section 4. CONSTRUCTION CONTRACTS. The City shall be solely responsible for the construction and maintenance of the Project and the payment of the Obligations, and the Corporation shall have no liability with respect to the construction, operation or maintenance of the Project or the Obligations other than to make the payments to the City herein contemplated from the Corporation's receipts from the Sales Tax levied and allocated for the Corporation's benefit.

Section 5. PROJECT OWNERSHIP, OPERATION AND MAINTENANCE. The City shall own the Project and have sole responsibility for its operation and maintenance.

Section 6. FORCE MAJEURE. If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of

strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. It is specifically excepted and provided, however, that in no event shall any Force Majeure relieve the City of its obligation to levy, collect and transfer Sales Tax revenues to the Corporation as required under the Act.

Section 7. REGULATORY BODIES. This Contract shall be subject to all valid rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 8. TERM OF CONTRACT. That the term of this Contract shall be for the period during which the Obligations are Outstanding.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Corporation and the City, acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the 28th day of August, 2012, which is the date of this Contract.

**MURPHY COMMUNITY
DEVELOPMENT CORPORATION**

CITY OF MURPHY, TEXAS

By: _____
President, Board of Directors

By: _____
Mayor

ATTEST:

ATTEST:

Secretary, Board of Directors

City Secretary

(City Seal)

A RESOLUTION of the Murphy Community Development Corporation approving and authorizing the execution of a Project Contract with the City of Murphy, Texas.

WHEREAS, the City Council of the City of Murphy, Texas (the "City"), has determined that anticipation notes (the "Notes") should be issued under and pursuant to the provisions of Texas Government Code, Chapter 1431, as amended, for the purpose of paying contractual obligations to be incurred for the development of a City Central Park involving the design, construction, renovation, equipping, improving, operation and maintenance of such center and related infrastructure, and any financing thereon (collectively, the "Project"); and

WHEREAS, the Board of Directors of the Murphy Community Development Corporation (the "Corporation") has agreed to pay the costs of such Project by remitting to the City from the receipts of the local sales and use taxes received by the Corporation to pay the principal of and interest on such Notes; and

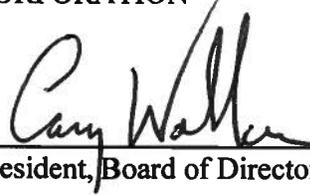
WHEREAS, a Project Contract by and between the Corporation and the City (substantially in the form and content attached hereto as **Exhibit A**) has been submitted to the Board of Directors for approval and execution; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MURPHY COMMUNITY DEVELOPMENT CORPORATION: The Project is hereby adopted and approved as a project of the Corporation and the Project Contract by and between the Corporation and the City (substantially in the form and content of **Exhibit A** attached hereto and incorporated herein by reference as a part hereof for all purposes) is hereby approved, and the President or Vice President and Secretary of the Board of Directors are hereby authorized and directed to execute such Project Contract for and on behalf of the Corporation and as the act and deed of this Board of Directors.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this _____, 2012.

MURPHY COMMUNITY DEVELOPMENT
CORPORATION



Cary Walker

President, Board of Directors

ATTEST:



Brian Eytewi

Secretary, Board of Directors

EXHIBIT A
PROJECT CONTRACT

PROJECT CONTRACT

THIS PROJECT CONTRACT ("Contract") is executed by and between the City of Murphy, Texas ("City"), a municipality created, existing and organized under the laws of the State of Texas and the Murphy Community Development Corporation ("Corporation"), a nonprofit corporation created and organized under the laws of the State of Texas, particularly Chapter 505 of the Texas Local Government Code.

WITNESSETH

WHEREAS, in accordance with Chapter 505 of the Texas Local Government Code ("Act"), an election was duly held and conducted in the City on the 3rd day of May, 2003, to submit a proposition to the voters of the City on the question of the adoption of a sales and use tax within the City at a rate of one-half of one percent to undertake projects described in the Act, including but not limited to projects for a public park purposes; and

WHEREAS, the proposition submitted to the voters of the City at said election was duly approved, and thereafter the City created the Corporation as authorized by the Act; and a certificate of incorporation for the Corporation was issued by the Secretary of State of Texas; and

WHEREAS, the receipts received from the collection of the local sales and use tax of one-half of one percent ("Sales Tax") for the benefit of the Corporation may be used to pay the costs of "projects" described in the Act; and

WHEREAS, the City Council of the City and Board of Directors of the Corporation have determined to undertake a project involving the the development of City Central Park, including the design, construction, renovation, equipping, improving, operation and maintenance of such park and related infrastructure, and any financing thereon (collectively, the "Project"); and

WHEREAS, after considering the options available to finance the costs of the Project, the City and Corporation have further determined that the best and most cost effective manner to finance the costs of said improvements would be for the City to issue anticipation notes secured in part from the City's ad valorem taxing authority, with the understanding and agreement of the Corporation to pay the costs of such Project by remitting to the City from the receipts of the Sales Tax the principal of and interest on such anticipation notes as the same shall become due and payable;

NOW, THEREFORE, in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the City and the Corporation agree as follows:

Section 1. DEFINITIONS AND INCORPORATION OF PREAMBLES. The terms and expressions used in this Contract, unless the context shows clearly otherwise, shall have meanings set forth herein, including terms defined in the preambles hereto, which preambles are incorporated herein and made a part hereof for all purposes.

Section 2. FINANCING OF PROJECT. The parties agree and understand the costs of Project, including all construction costs, equipment costs and improvements contemplated, are to

be paid from the proceeds received from the sale of anticipation notes authorized to be issued and sold by the City in a principal amount of \$_____ (“Obligations”) on or about the ____ day of _____, 2012.

Section 3. OBLIGATION OF THE CORPORATION. The Corporation agrees to pay to the City the principal of and interest on the Obligations as the same shall become due and payable. As soon as possible following the issuance and sale of the Obligations, the City shall furnish the Corporation a debt retirement schedule for such Obligations. On or about 45 days prior to the next succeeding interest payment date for the Obligations, the City will notify the Corporation of the amount due from the Corporation on such interest payment date, taking into account any funds which the City has allocated to the payment of such debt retirement, including any funds from payments received in connection with the development of the Project. Upon being furnished with such notice, the Corporation agrees to pay to the City on or before the 30th day preceding such interest payment date, the amount so indicated in the notice from the City.

The Corporation further agrees the payments due hereunder to the City for the payment of the debt service on the Obligations will be incorporated and included in the Corporation’s annual budget, as adopted or amended, and the City shall be entitled to a claim on and right to the amounts budgeted each year for the payment of the debt service requirements on the Obligations.

Section 4. CONSTRUCTION CONTRACTS. The City shall be solely responsible for the construction and maintenance of the Project and the payment of the Obligations, and the Corporation shall have no liability with respect to the construction, operation or maintenance of the Project or the Obligations other than to make the payments to the City herein contemplated from the Corporation’s receipts from the Sales Tax levied and allocated for the Corporation’s benefit.

Section 5. PROJECT OWNERSHIP, OPERATION AND MAINTENANCE. The City shall own the Project and have sole responsibility for its operation and maintenance.

Section 6. FORCE MAJEURE. If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch

shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. It is specifically excepted and provided, however, that in no event shall any Force Majeure relieve the City of its obligation to levy, collect and transfer Sales Tax revenues to the Corporation as required under the Act.

Section 7. REGULATORY BODIES. This Contract shall be subject to all valid rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 8. TERM OF CONTRACT. That the term of this Contract shall be for the period during which the Obligations are Outstanding.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Corporation and the City, acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the __ day of _____, 2012, which is the date of this Contract.

**MURPHY COMMUNITY
DEVELOPMENT CORPORATION**

By: *Cary Walker*
President, Board of Directors

CITY OF MURPHY, TEXAS

By: _____
Mayor

ATTEST:

Brian Epstein
Secretary, Board of Directors

ATTEST:

City Secretary

(City Seal)

City Council Meeting
August 28, 2012

Issue

Consider all matters incident and related to the issuance and sale of “City of Murphy, Texas, Tax Notes, Series 2012,” including the adoption of an ordinance authorizing the issuance of such tax notes.

Staff Resource/Department

James Fisher – City Manager
Linda Truitt – Finance Director

Key Focus Area

Finance, Community Character and Mobility

Summary

The City will issue \$1,500,000 Tax Notes to be used in the construction of the Murphy Central Park while the Murphy Community Development Corporation (4-B) will provide for the annual principal and interest payments for the seven year life of the Tax Notes.

Background/History

During Council’s discussion regarding the construction and funding of the Murphy Central Park, it was determined that the project needed an additional \$1,500,000 to complete the park. The Murphy Community Development Corporation approved a project contract and resolution to issue Tax Notes in the amount of \$1,500,000 to be repaid with funds from the 4-B annual revenues. The Tax Notes will be repaid within seven years.

Financial Considerations

Payment of the \$1,500,000 Tax Notes will be funded by the Murphy Community Development Corporation per the Project Contract.

Other Considerations

N/A

Board Discussion/Action

Murphy Community Development Corporation (4-B) approved the Project Contract at their July 10, 2012 meeting.

Action Requested

Approval of all matters incident and related to the issuance and sale of “City of Murphy, Texas, Tax Notes, Series 2012,” including the adoption of an ordinance authorizing the issuance of such tax notes in the amount of \$1,500,000.

Attachments

Ordinance

**ORDINANCE
AUTHORIZING THE ISSUANCE OF**

**\$1,500,000
CITY OF MURPHY, TEXAS
TAX NOTES,
SERIES 2012**

ADOPTED: AUGUST 28, 2012

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF MURPHY, TEXAS TAX NOTES, SERIES 2012”; SPECIFYING THE TERMS AND FEATURES OF SAID NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID NOTES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Government Code, Chapter 1431, as amended (hereinafter called the “Act”), the City Council is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred (i) for the construction of any public work and (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City’s authorized needs and purposes; and

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for (i) for the development of a City Central Park, including the design, construction, renovation, equipping and improving such park and related infrastructure, and (ii) professional services rendered in relation to such project and the financing thereof; now, therefore,

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

SECTION 1. Authorization - Designation - Principal Amount - Purpose. Notes of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$1,500,000, to be designated and bear the title “CITY OF MURPHY, TEXAS, TAX NOTES, SERIES 2012” (hereinafter referred to as the “Notes”), for the purpose of paying contractual obligations to be incurred for (i) for the development of a City Central Park, including the design, construction, renovation, equipping and improving such park and related infrastructure, and (ii) professional services rendered in relation to such project and the financing thereof, in conformity with the Constitution and laws of the State of Texas, including the Act.

SECTION 2. Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturities - Interest Rates. The Notes shall be issued as fully registered obligations only, shall be dated August 15, 2012 (the “Note Date”), shall be in denominations of \$5,000 or any integral multiple thereof, and shall become due and payable on February 15 in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amounts</u>	<u>Interest Rate(s)</u>
2013		
2014		
2015		
2016		
2017		
2018		

The Notes shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers (anticipated, September ____, 2012) at the per annum rate(s) shown above in this Section. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2013, until maturity or prior redemption.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity redemption, or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of _____ to serve as Paying Agent/Registrar for the Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Notes (the “Security Register”) shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement”, substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Notes. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Notes, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Notes shall be payable at the Stated Maturities or redemption thereof only upon presentation and surrender of the Notes to the Paying Agent/Registrar at its designated offices, initially in _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the “Designated Payment/Transfer Office”). Interest on the Notes shall be paid to the Holders whose names

appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding the interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

(a) **Optional Redemption.** The Notes shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by 10 by the Paying Agent/Registrar), on _____ or any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) **Exercise of Redemption Option.** At least forty-five (45) days prior to a redemption date for the Notes (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Notes, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Notes shall be entered in the minutes of the governing body of the City.

(c) **Selection of Notes for Redemption.** If less than all Outstanding Notes of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Notes as representing the number of Notes Outstanding which is obtained by dividing the principal amount of such Notes by \$5,000 and shall select the Notes, or principal amount thereof, to be redeemed within such Stated Maturity by lot.

(d) **Notice of Redemption.** Not less than thirty (30) days prior to a redemption date for the Notes, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Note to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any

notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Notes, (ii) identify the Notes to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Notes, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Notes, or the principal amount thereof to be redeemed, shall be made at the principal office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Note is subject by its terms to prior redemption, and has been called for redemption, and notice of redemption thereof has been duly given as hereinabove provided, such Note (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Note (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Notes, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

SECTION 5. Registration - Transfer - Exchange of Notes - Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Notes issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Note may be transferred or exchanged for Notes of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Note (other than the Initial Note(s) authorized in Section 7 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Note or Notes surrendered for transfer.

At the option of the Holder, Notes (other than the Initial Note(s) authorized in Section 7 hereof) may be exchanged for other Notes of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Notes are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes to the Holder requesting the exchange.

All Notes issued in any transfer or exchange of Notes shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Notes surrendered in such transfer or exchange.

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Note called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Note; provided, however, such limitation on transferability shall not be applicable to an exchange by the Notes of the unredeemed balance of a Note called for redemption in part.

SECTION 6. Execution - Registration. The Notes shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Note Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser(s) and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration

substantially in the form provided in Section 8(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 8(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 7. Initial Note(s). The Notes herein authorized shall be initially issued either (i) as a single fully registered note in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered Notes, being one note for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Note(s)") and, in either case, the Initial Note(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Note(s) shall be the Note(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Note(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Note(s) delivered hereunder and exchange therefor definitive Notes of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

(a) **Forms Generally.** The Notes, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Notes, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes and the Initial Note(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof.

The City may provide (i) for the issuance of one fully registered Note for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for the registration of such Notes in the name of a securities depository, or the nominee thereof. While any Note is registered in the name of a securities depository or its nominee, references herein and in the

Notes to the Holder or registered owner of such Notes shall mean the securities depository or its nominee and shall not mean any other person.

(b) Form of Definitive Notes.

REGISTERED

NO. R-___

REGISTERED

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MURPHY, TEXAS
TAX NOTE, SERIES 2012

Note Date:
August 15, 2012

Interest Rate:
_____ %

Stated Maturity:
February 15, 20__

CUSIP NO:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Murphy (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated, unless redeemed prior to maturity in accordance with its terms, the Principal Amount stated above and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Note appearing below (unless this Note bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Note is prior to the initial interest payment date in which case it shall bear interest from the date of its delivery to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing _____, until maturity. Principal of this Note shall be payable at its Stated Maturity or upon its prior redemption to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Note (or one or more Predecessor Notes, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the

Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Note is one of the series specified in its title issued in the aggregate principal amount of \$1,500,000 (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred for (i) for the development of a City Central Park, including the design, construction, renovation, equipping and improving such park and related infrastructure, and (ii) professional services rendered in relation to such project and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Notes may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on _____ or any date thereafter at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty days prior to the date fixed for any redemption of Notes, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Note to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Note (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Note (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Note is to be redeemed, payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Note to the principal office of the Paying Agent/Registrar, and a new Note or Notes of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Note is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Note to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Note redeemed in part.

With respect to any optional redemption of the Notes, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such

prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Note, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Notes of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Note as the owner entitled to payment of principal hereof at its Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Notes is duly authorized by

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Notes only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Ordinance; the note or notes of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____, is the Designated Payment/Transfer Office for this Note.

_____,
as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular.

(f) The Initial Note(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Note shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
\$1,500,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MURPHY, TEXAS
TAX NOTE, SERIES 2012

Note Date: August 15, 2012

REGISTERED OWNER:

PRINCIPAL AMOUNT: ONE MILLION FIVE HUNDRED THOUSAND DOLLARS

The City of Murphy (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amounts</u>	<u>Interest Rate(s)</u>
------------------------------------	------------------------------	-----------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of its delivery to the initial purchasers (September ____, 2012) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing _____, until maturity. Principal installments of this Note are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices, initially in _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Note whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by

law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 9. Levy of Taxes. To provide for the payment of the “Debt Service Requirements” of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars’ valuation of taxable property in the City for the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Notes shall be kept and maintained by the City at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a “Special 2012 Note Account” (the “Interest and Sinking Fund”) maintained on the records of the City and deposited in a special fund maintained at an official depository of the City’s funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes.

The Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

SECTION 10. Mutilated - Destroyed - Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Every replacement Note issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all

other Outstanding Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 11. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Notes or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Notes.

Any moneys so deposited with the Paying Agent/ Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or

an authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Notes such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 12. **Ordinance a Contract - Amendments - Outstanding Notes.** This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains Outstanding except as permitted in this Section. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required to be held by Holders for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Ordinance with respect to Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Ordinance, except:

- (1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Notes deemed to be duly paid by the City in accordance with the provisions of Section 11 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 10 hereof.

SECTION 13. **Covenants to Maintain Tax-Exempt Status.**

(a) **Definitions.** When used in this Section 13, the following terms have the following meanings:

“Closing Date” means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Notes has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Notes:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality

thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Note is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Notes with

other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Notes until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Notes by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 14. Sale of Notes. The offer of the _____
_____ (herein referred to as the "Purchasers") to purchase the Notes in accordance with a purchase agreement, dated as of August 28, 2012, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted, and the sale of the Notes to said Purchasers is hereby approved and authorized. The Mayor and City Secretary are hereby authorized and directed to sign the acceptance clause of said letter for and on behalf of the City and as the act and deed of this City Council. Delivery of the Notes to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 15. Control and Custody of Notes. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Notes, and shall take and have charge and control of the Initial Note(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the initial purchasers.

SECTION 16. Proceeds of Sale. The proceeds of sale of the Notes, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a depository of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of the Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the appropriate authorized officials of the City. Any excess Note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 17. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18. Cancellation. All Notes surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously

certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be returned to the City.

SECTION 19. Legal Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P., Dallas, Texas, approving the Notes as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Notes. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Notes in the event the book-entry-only system shall be discontinued.

SECTION 20. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Notes shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Notes.

SECTION 21. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 22. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 23. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 24. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 25. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 26. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 27. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Secretary, City Manager and Director of Finance are hereby expressly authorized,

empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Notes. In addition, prior to the initial delivery of the Notes, the Mayor, Mayor Pro Tem, City Secretary, City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Notes by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 28. **Incorporation of Findings and Determinations.** The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 29. **Public Meeting.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by the Texas Government Code, Chapter 551, as amended.

SECTION 30. **Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the Texas Government Code, Section 1201.028, as amended, and it is so ordained.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED, this August 28, 2012.

CITY OF MURPHY, TEXAS

Bret M. Baldwin, Mayor

ATTEST:

Nancy Meadows, City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of August 28, 2012 (this "Agreement"), by and between City of Murphy, Texas, (the "Issuer"), and _____, a banking corporation organized and existing under the laws of the _____ (the "Bank"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Murphy, Texas, Tax Notes, Series 2012" (the "Securities"), dated August 15, 2012, such Securities scheduled to be delivered to the initial purchasers thereof on or about September ____, 2012; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Authorizing Document".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date” when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or

Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities at the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such

other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, such written instrument to be in a form satisfactory to the Bank, and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Certificates. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the

Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that

repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from

such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DT Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, and in the event the Bank has the capability to comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls, the Bank will comply with the "Operational Arrangements".

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and Issuer mutually agree that the

effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BY: _____

Title:

Address: _____

Attest:

Title:

CITY OF MURPHY, TEXAS

BY: _____

Mayor

Address: 205 N. Murphy Road
Murphy, Texas 75094

Attest:

City Secretary

ANNEX A
TO PAYING AGENT/REGISTRAR AGREEMENT

BANK'S FEES AND CHARGES

EXHIBIT B
PURCHASE AGREEMENT

NOTE PURCHASE LETTER

August 28, 2012

City of Murphy, Texas
205 N. Murphy Road
Murphy, Texas 75094

Re: \$1,500,000 "City of Murphy, Texas, Tax Notes, Series 2012", dated August 15, 2012

Ladies and Gentlemen:

_____ (the "Purchaser") hereby offers to purchase from the City of Murphy, Texas (the "City") the captioned notes (the "Notes") and, upon acceptance of this offer by the City, such offer will become a binding agreement between the Purchaser and the City. This offer must be accepted by 10:00 p.m., Murphy, Texas, time, August 28, 2012, and if not so accepted will be subject to withdrawal.

1. Purchase Price: The purchase price for the Notes is par, \$1,500,000.
2. Terms of Notes: The Notes shall be issued in the principal amounts, shall bear interest at such rates, mature on such dates and in such amounts, be subject to redemption prior to maturity and have such other terms and conditions as are set forth in the ordinance adopted by the City Council of the City on August 28, 2012 (the "Ordinance") authorizing the issuance of the Notes, a copy of which has been provided to the Purchaser. Pursuant to and as more fully described in the Ordinance, the Notes shall be payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City.
3. Closing: The City shall deliver the Initial Note to, or for the account of, the Purchaser and the Purchaser shall purchase the Notes at 10:00 a.m. Dallas, Texas, time, on September __, 2012, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of Fulbright & Jaworski L.L.P., Dallas, Texas, or such other location as may be mutually agreed upon. The City will also deliver a signed copy of the Ordinance to the Purchaser.

4. Conditions to Closing: The Purchaser shall not have any obligation to consummate the purchase of the Notes unless the following requirements have been satisfied prior to Closing:
 - (a) The City shall have adopted the Ordinance authorizing the issuance of the Notes.
 - (b) Fulbright & Jaworski L.L.P., Bond Counsel shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Notes and as to the exemption of the interest thereon from federal income taxation, upon which the Purchaser shall be entitled to rely.
 - (c) The Notes shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
 - (d) The City shall have executed its Certificate as to Tax Exemption and IRS Form 8038-G in the form provided by Bond Counsel.

5. Nature of Purchase: The Purchaser acknowledges that no official statement or other disclosure or offering document has been prepared in connection with the issuance and sale of the Notes. The Purchaser is a financial institution or other accredited investor as defined in the Securities Act of 1933, Regulation D, 17 C.F.R. § 230.501(a), accustomed to purchasing tax-exempt obligations such as the Notes. Fulbright & Jaworski L.L.P., Bond Counsel, has not undertaken steps to ascertain the accuracy or completeness of information furnished to the Purchaser with respect to the City or the Notes, and the Purchaser has not looked to that firm for, nor has that firm made, any representations to the Purchaser with respect to that information. The Purchaser has satisfied itself that it may lawfully purchase the Notes. The Notes (i) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) will not be listed on any stock or other securities exchange; and (iii) will not carry any rating from any rating service. The Purchaser is familiar with the financial condition and affairs of the City, particularly with respect to its ability to pay its ad valorem tax-supported obligations such as the Notes. The Purchaser has received from the City all information that it has requested in order for it to assess and evaluate the security and source of payment for the Notes. The Purchaser is purchasing the Notes for its own account or for that of an affiliate as evidence of a loan to the City and has no present intention to make a public distribution or sale of the Notes. In no event will the Purchaser sell the Notes to purchasers who are not sophisticated investors unless an official statement or other disclosure document is prepared with respect to such sale of the Notes.

6. In consideration of the purchase of the Notes by the Purchaser, and so long as the Purchaser is the 100% owner of the Notes, the City agrees as follows:

- (a) The City agrees to deliver to the Purchaser within 180 days after the end of its fiscal year 2012, its audited financial statements.
 - (b) The City agrees to deliver to the Purchaser any other financial information that the Purchaser may reasonably request from time to time.
7. Issue Price Certifications: Furthermore, the Purchaser hereby certifies and represents that (1) the Notes were issued for cash and were not publicly offered, (2) the price paid by the undersigned for the Notes is \$1,500,000, and (3) the undersigned understands that the statements contained herein will be relied upon by the City in its effort to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Notes, and Bond Counsel in rendering their opinion that the interest on the Notes is excludable from the gross income of the owners thereof.
8. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: THIS PURCHASE AGREEMENT, THE ORDINANCE OF THE CITY AUTHORIZING THE NOTES, THE ATTORNEY GENERAL OPINION, THE OPINION OF BOND COUNSEL AND THE NOTES TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.

[signatures begin on next page]

If this purchase agreement meets with the Purchaser's and the City's approval, please execute it in the place provided below.

By: _____

Title: _____

[signatures continue on next page]

ACCEPTED BY THE CITY OF MURPHY, TEXAS

Mayor

ATTEST:

City Secretary

City Council Meeting
August 28, 2012

Issue

Hold a public hearing on the proposed tax rate of \$0.5700 per \$100 valuation.

Staff Resource/Department

James Fisher – City Manager
Linda Truitt – Finance Director

Key Focus Area

Finance and Taxes

Summary

Public Hearings on the Fiscal Year 2012-2013 budget are schedule for Tuesday, August 28, 2012 and Tuesday, September 4, 2012 at 6:00 PM in the Council Chambers at 206 North Murphy Road, Murphy, Texas.

Background/History

The City Council voted to propose a tax rate of \$0.5700 per \$100 valuation for the 2012 tax year. The proposed Maintenance and Operations (M&O) rate is \$0.329495, an increase of \$0.019502, and the debt service rate is \$0.240505, a decrease of \$0.014502, for a total tax rate increase of \$0.0050 per \$100 valuation.

Financial Considerations

The City is proposing a Maintenance and Operations (M&O) tax rate of \$0.329495 per \$100 valuation. The M&O tax rate funds a large portion of the City's operations, including Parks, Public Safety and Public Works. The second portion of the tax rate is for debt service, which provides funding for the current portion of the long-term debt. This year the debt service tax rate is set at \$0.240505 per \$100 valuation, a decrease from last year's tax rate due to the refinancing of various series of bonds at a lesser interest rate.

Other Considerations

N/A

Board Discussion/Action

N/A

Action Requested

N/A

Announce after Public Hearing:

The vote on the proposed tax rate will take place on Tuesday, September 18, 2012 at 6:00 PM in the City Council Chambers at Murphy City Hall, 206 North Murphy Road, Murphy, Texas.

Attachments

Notice of Public Hearing on Tax Increase

Notice of Public Hearing on Tax Increase

The City of Murphy will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 2.35 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on August 28, 2012 at 6:00 PM at City of Murphy, Council Chambers, 206 North Murphy Road, Murphy, TX 75094.

The second public hearing will be held on September 4, 2012 at 6:00 PM at City of Murphy, Council Chambers, 206 North Murphy Road, Murphy, TX 75094.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR:	John Daugherty	Colleen Halbert
	Dennis Richmond	Bernard Grant
	David Brandon	

AGAINST: None

PRESENT and not voting: None

ABSENT:	Bret M. Baldwin	Scott Bradley
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The average taxable value of a residence homestead in City of Murphy last year was \$254,449. Based on last year's tax rate of \$0.565000 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$1,437.64.

The average taxable value of a residence homestead in City of Murphy this year is \$256,742. If the governing body adopts the effective tax rate for this year of \$0.556915 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$1,429.83.

If the governing body adopts the proposed tax rate of \$0.570000 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$1,463.43.

Members of the public are encouraged to attend the hearings and express their views.

City Council Meeting August 28, 2012

Issue

Hold a public hearing on the proposed Fiscal Year 2012-2013 City of Murphy budget.

Staff Resource/Department

James Fisher – City Manager

Linda Truitt – Finance Director

Key Focus Area

Finance and Taxes

Summary

Public Hearings on the Fiscal Year 2012-2013 budget are schedule for Tuesday, August 28, 2012 and Tuesday, September 4, 2012 at 6:00 PM in the Council Chambers at 206 North Murphy Road, Murphy, Texas.

Background/History

Pursuant to Texas Local Government Code 102.006 and City Charter Section 7.05, the City Council has set a date for the Public Hearing on the municipal budget to be Tuesday, August 28, 2012 at 6:00 PM and a second Public Hearing on Tuesday, September 4, 2012 at 6:00 PM. The date set must be at least 15 days after the date the proposed budget is filed with the City Secretary and before the date the City makes its tax levy. The proposed budget was filed with City Secretary on August 7, 2012.

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

Financial Considerations

See the Fiscal Year 2012-2013 budget provided to City Council on August 7th. The budget is also available on the City's website.

This budget will raise more total property taxes than last year's budget by \$328,121, or 3.87%, and of that amount \$131,795 is tax revenue to be raised from new property added to the roll this year.

Other Considerations

N/A

Board Discussion/Action

N/A

Action Requested

N/A

Announce after Public Hearing:

The vote on the proposed Fiscal Year 2012-2013 budget will take place on Tuesday, September 18, 2012 at 6:00 PM in the City Council Chambers at Murphy City Hall, 206 North Murphy Road, Murphy, Texas.

Attachments

- 1) Notice of Public Hearing on Proposed Budget
- 2) Fiscal Year 2012-2013 Budget – previously provided and available online

NOTICE OF PUBLIC HEARING
CITY OF MURPHY
PROPOSED OPERATING BUDGET FISCAL YEAR 2012-2013

The City of Murphy will conduct a Public Hearing on the Proposed Operating Budget for the fiscal year 2012-2013 on Tuesday, August 28, 2012 at 6:00 p.m. and on Tuesday, September 4, 2012 at 6:00 p.m. at the Murphy Municipal Complex, City Council Chambers, 206 North Murphy Road, Murphy, Texas 75094.

This budget will raise more total property taxes than last year's budget by \$328,121, or 3.87%, and of that amount \$131,795 is tax revenue to be raised from new property added to the roll this year.

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

Dated this 14th day of August, 2012.

Linda Truitt
Finance Director
City of Murphy, Texas

City Council Meeting
August 28, 2012

Issue

Hold a public hearing and consider and/or act on the application of Allen and Loucks Venture, L.L.P. to re-plat Lot 7R - Block A – Murphy Marketplace – West Addition being a re-plat of Lots 7 & 8, Block A Murphy Marketplace – West Addition, Volume 2009, Page 195, P.R.C.C.T., Murphy, Texas. Development on this lot will include an Einstein's, spec restaurant space, Super Cuts and a Chipotle.

Staff Resource/Department

Kristen Roberts, Director of Community and Economic Development

Summary

The purpose of the re-plat for Lot 7 and Lot 8 in Murphy Marketplace West Addition is to combine the two lots into one (Block A, Lot 7R). Development on this lot will include an Einstein's, spec restaurant space, Super Cuts and a Chipotle.

Considerations

1. The proposed development will have one building of approximately 9, 524 square feet with multiple tenants and retail.
2. The proposed building footprint crosses the dividing property line between Lot 7 and 8.
3. The re-plat will create one lot.
4. Staff review has been completed and approved.
5. A public hearing notification for this proposed re-plat was published in the newspaper as well as notification being mailed to the property owners included in the required 200 feet notification radius.

Board Discussion/Action

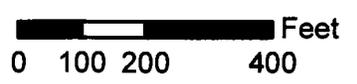
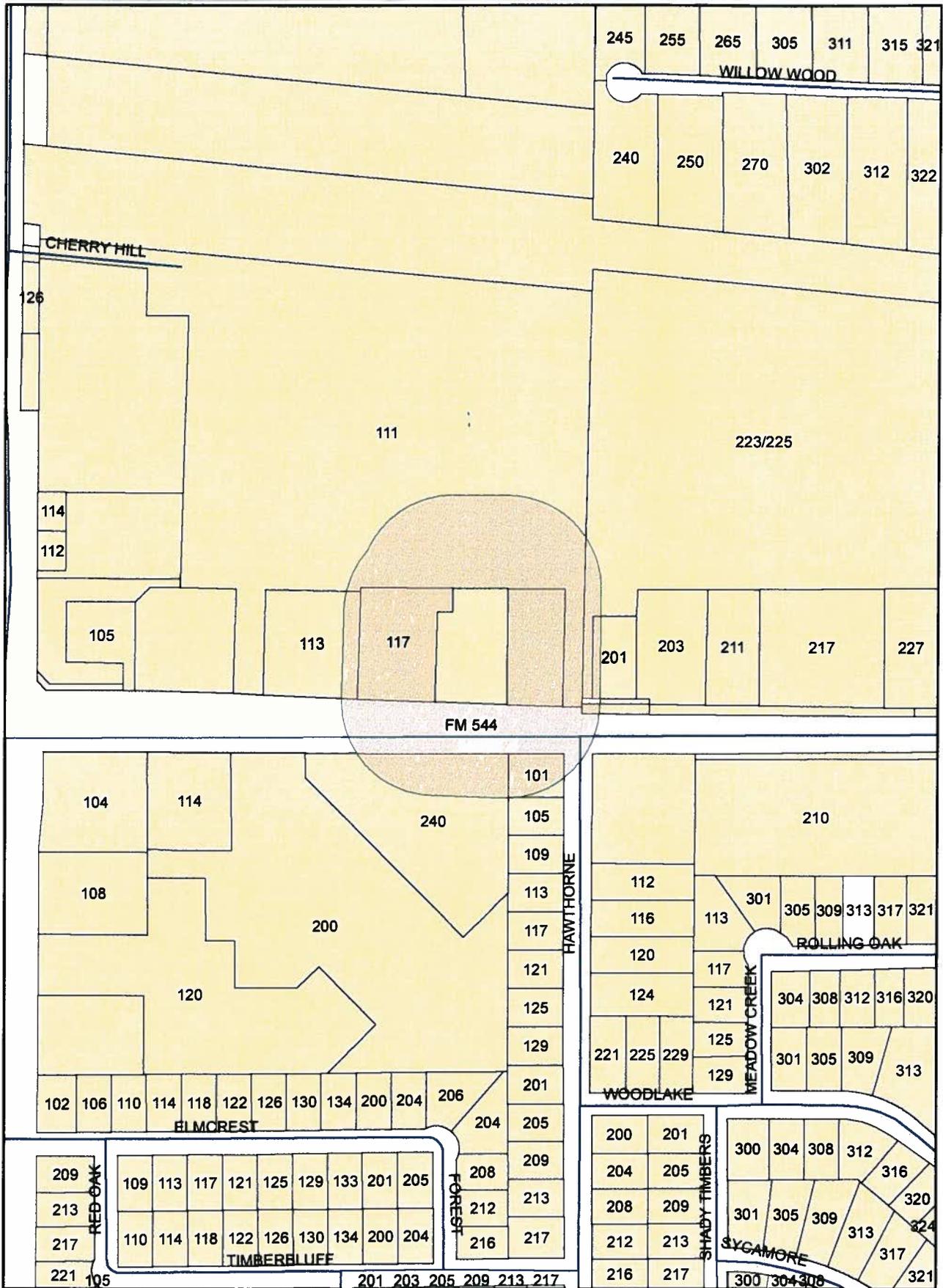
On July 23, 2012, the Planning & Zoning Commission held a public hearing on this item. There were no comments. The Commission voted unanimously in favor of this item.

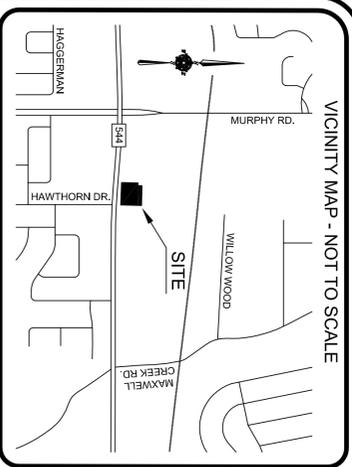
Staff Recommendation

Motion to approve the re-plat as submitted.

Attachments

- 1) Re-plat
- 2) Location Map





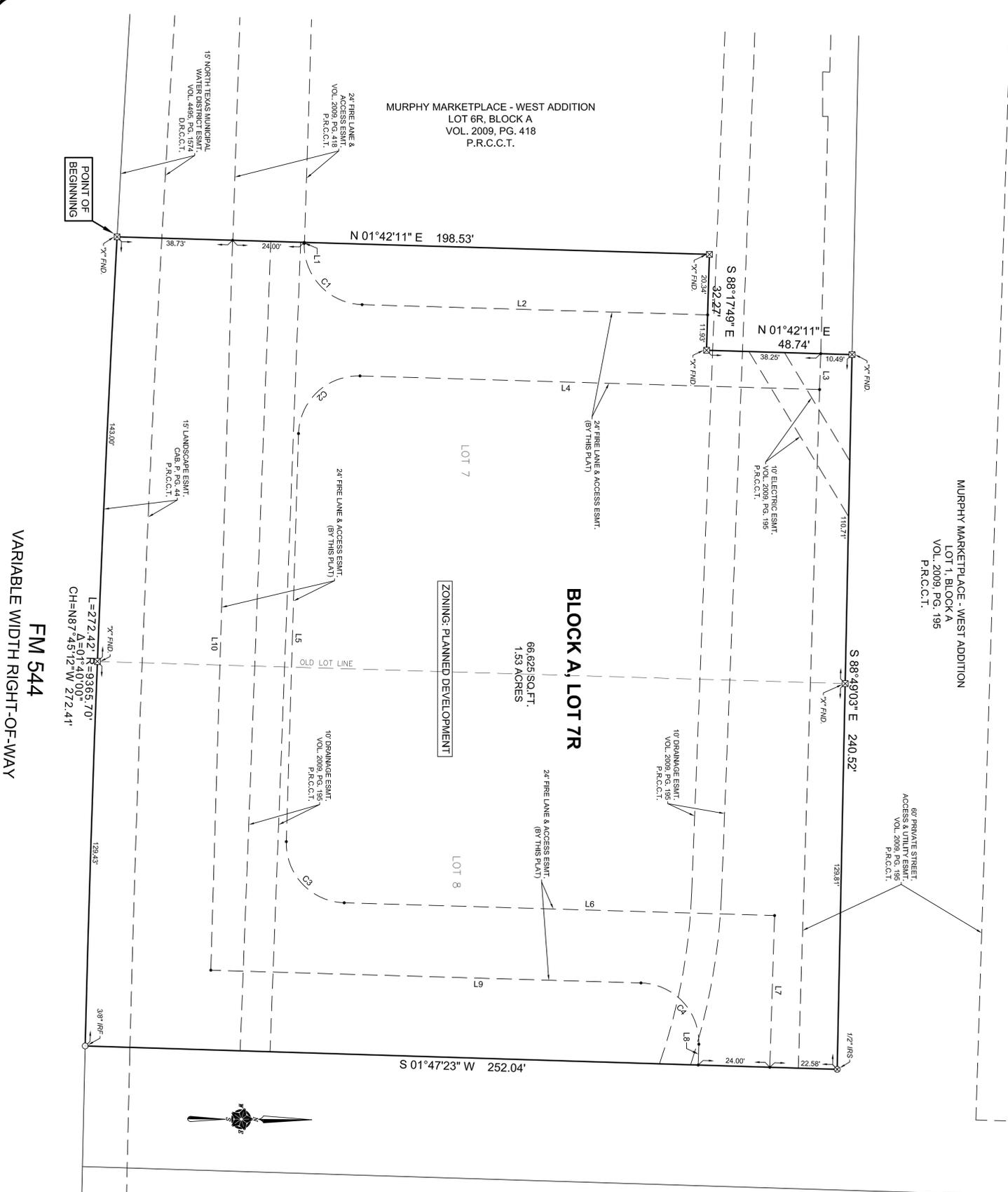
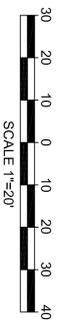
EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	0.34'	S88°17'49"E
L2	115.80'	N1°42'11"E
L3	12.07'	S88°12'40"E
L4	154.03'	S88°17'49"E
L5	137.33'	S88°17'49"E
L6	144.22'	N1°42'11"E
L7	51.07'	S88°12'37"E
L8	7.00'	N88°12'37"W
L9	144.16'	S1°42'11"W
L10	245.88'	N88°17'49"W

EASEMENT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	31.42'	20.00'	90°00'00"	N68°42'11"E 28.28'
C2	31.42'	20.00'	90°00'00"	S43°17'49"E 28.28'
C3	31.42'	20.00'	90°00'00"	N68°42'11"E 28.28'
C4	31.42'	20.00'	90°00'00"	S46°42'11"W 28.28'

LEGEND:
 ESMT. - DEED RECORDS, COLLIN COUNTY, TEXAS
 D.R.C.C.T. - DEED RECORDS, COLLIN COUNTY, TEXAS
 P.R.C.C.T. - PLAT RECORDS, COLLIN COUNTY, TEXAS
 "X" FND. - "X" FOUND IN CONCRETE
 "X" FND. - "X" FOUND IN CONCRETE
 CABINET, PAGE

ACCESS EASEMENTS
 THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND AROUND SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF MURPHY, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND AROUND SAID PREMISES.

FIRE LANES
 THAT THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AND SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF MURPHY'S PAVING STANDARDS FOR FIRE LANES, AND THAT THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, OBSTACLES, TREES, SHRUBS OR OTHER IMPEDIMENTS OR OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, ANY IMPEDIMENTS OR OBSTRUCTIONS TO THE MAINTENANCE OF IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING OR STANDING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENTS AND EMERGENCY USE.



FM 544
VARIABLE WIDTH RIGHT-OF-WAY

OWNERS CERTIFICATE
 STATE OF TEXAS §
 COUNTY OF COLLIN §
 WHEREAS, Allen & Loucks Venture, L.P., a Texas limited partnership is the owner of a tract of land situated in the James W. Maxwell Survey, Abstract No. 582 in the City of Murphy, Collin County, Texas, and being all of Lots 7 and 8, Block A, Murphy Marketplace-West Addition, an addition to the City of Murphy, Collin County, Texas, according to the plat thereof recorded in Volume 2009, Page 195, Plat Records, Collin County, Texas, same being conveyed to Allen & Loucks Venture, L.P., a Texas limited partnership by deed recorded in instrument No. 20060411000479290, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an "X" found in the North line of FM 544 (a variable width right-of-way), said point being the Southeast corner of Lot 6R, Block A, Murphy Marketplace-West Addition, an addition to the City of Murphy, Collin County, Texas, according to the plat thereof recorded in Volume 2009, Page 418, Plat Records, Collin County, Texas;

Thence North 01 degrees 42 minutes 11 seconds East, leaving the North line of said FM 544 and along the East line of said Lot 6R, a distance of 198.53 feet to an "X" found at an interior ell corner the East line of said Lot 6R;

Thence South 88 degrees 17 minutes 49 seconds East, along the East line of said Lot 6R, a distance of 32.27 feet to an "X" found at an exterior ell corner in the East line of said Lot 6R;

Thence North 01 degrees 42 minutes 11 seconds East, along the East line of said Lot 6R, a distance of 46.74 feet to an "X" found at the Northeast corner of said Lot 6R, said point being in the most Northernly South line of Lot 1 of said Murphy Marketplace-West Addition (Volume 2009, Page 195, P.R.C.C.T.);

Thence South 88 degrees 49 minutes 03 seconds East, along the most Northernly South line of said Lot 1, a distance of 240.52 feet to a 1/2 inch iron rod set with yellow cap stamped "TXHS" at an interior ell corner in the most Northernly South line of said Lot 1;

Thence South 01 degrees 47 minutes 23 seconds West, along the most Easternly West line of said Lot 1, a distance of 252.04 feet to a 3/8 inch iron rod found in the North line of said FM 544, said point being in a non-tangent curve to the right having a radius of 9,365.70 feet, a delta of 01 degrees 40 minutes 00 seconds and a chord that bears North 87 degrees 45 minutes 12 seconds West, a distance of 272.41 feet;

Thence along the North line of said FM 544 and said curve to the right, an arc length of 272.42 feet to the Point of Beginning and containing 66,625 square feet or 1.53 acres of land.

CITY APPROVAL OF FINAL PLAT
 Approved by the City of Murphy for filing at the office of the County Clerk of Collin County, Texas.
RECOMMENDED BY: Planning and Zoning Commission
 City of Murphy, Texas

Signature of Chairperson _____ Date of Recommendation _____
APPROVED BY: City Council
 City of Murphy, Texas
Signature of Mayor _____ Date of Approval _____
ATTEST:
 City Secretary _____ Date _____

PROPERTY LOCATION STATEMENT
 This property is located in the corporate limits of the City of Murphy, Collin County, Texas.

OWNER
 ALLEN & LOUCKS VENTURE, L.P.,
 A TEXAS LIMITED PARTNERSHIP
 5924 TWIN COVES
 DALLAS, TEXAS 75248

ENGINEER
 ADAMS ENGINEERING
 T&E REGISTRATION NO. F-1002
 901 S. KIMBALL
 SOUTHLAKE, TEXAS 76092
 P - (817) 328-3200

SURVEYOR
 TEXAS HERITAGE, LLC.
 T&E REGISTRATION NO. 10769300
 10610 METRIC DRIVE, SUITE 124
 DALLAS, TEXAS 75243
 F - (214) 340-9700
 F - (214) 340-9709
 [email]@heritage.com

OWNERS DEDICATION
 STATE OF TEXAS §
 COUNTY OF COLLIN §
 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Allen & Loucks Venture, L.P., a Texas limited partnership, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein above described property as **MURPHY MARKETPLACE - WEST ADDITION BLOCK A, LOT 7R**, an addition to the City of Murphy, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements and growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Murphy. In addition, utility easements may also be used for the initial use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use of particular utilities, said use by public utilities being subordinate to the public's and City of Murphy's use thereof. The City of Murphy and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other removed improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Murphy and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, participating, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand this ___ day of _____, 2012.
 By: Allen & Loucks Venture, L.P., a Texas limited partnership
 Eric Langford, President

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 Eric Langford, President of Allen & Loucks Venture, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ___ day of _____, 2012.

Notary Public in and for the State of Texas _____
 My Commission Expires On: _____
SURVEYOR'S CERTIFICATE §
KNOW ALL MEN BY THESE PRESENTS:
 That I, Gary E. Johnson, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Murphy.

RELEASED FOR REVIEW
PURPOSES ONLY 07/11/2012
 Gary E. Johnson
 Texas Registered Professional Land Surveyor No. 52399

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 Gary E. Johnson, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ___ day of _____, 2012.

Notary Public in and for the State of Texas _____
 My Commission Expires On: _____

GENERAL NOTES:
 1) BEARINGS ARE BASED ON LOTS 7 AND 8, BLOCK A, MURPHY MARKETPLACE - WEST ADDITION, A TEXAS LIMITED PARTNERSHIP, COLLIN COUNTY, TEXAS, RECORDING TO THE PLAT HEREBY RECORDED IN VOLUME 2009, PAGE 195, PLAT RECORDS, COLLIN COUNTY, TEXAS.
 2) THE REASON FOR THIS PLAT IS TO CREATE 1 LOT.
 3) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 4) ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) NO. 48083C0415 1, THE SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA.

MURPHY MARKETPLACE - WEST ADDITION
REPLAT
BLOCK A, LOT 7R
 66,625 SQ. FT. / 1.53 ACRES
 BEING A REPLAT OF BLOCK A, LOTS 7 & 8
 MURPHY MARKETPLACE - WEST ADDITION
 AS RECORDED IN VOL. 2009, PG 195, P.R.C.C.T.
 JAMES W. MAXWELL SURVEY, ABSTRACT NO. 582
 CITY OF MURPHY, COLLIN COUNTY, TEXAS

DATE: 06/18/2012 / JOB # 1200150-2 / SCALE= 1" = 20'