

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
SEPTEMBER 18, 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 September 18, 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

CONSENT AGENDA

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

Dennis Richmond
Councilmember

Scott Bradley
Councilmember

Bernard Grant
Councilmember

Dave Brandon
Councilmember

- A. Approval of the minutes from the Regular City Council Meeting of August 28, 2012.
- B. Approval of the minutes from the Regular City Council Meeting of September 4, 2012.
- C. Consider and/or act upon changing an alternate Planning & Zoning Commissioner to an acting Planning & Zoning Commissioner.
- D. Consider and/or act on the application of the City of Murphy requesting approval of a construction plat for a re-plat of the Murphy Municipal Complex.
- E. Consider and/or act upon a resolution dedicating in perpetuity eight (8) acres of open space parkland permanently in Murphy Central Park as required by the Texas Parks and Wildlife Department grant award and rescind Resolution 12-R-761.
- F. Consider and/or act on the submission of an Official Ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.
- G. Consider and/or act upon authorizing the City Manager to sign a Memorandum of Understanding (MOU) with the City of Wylie for Automatic Assistance between Murphy and Wylie Fire Departments.

James Fisher
City Manager

- H. Consider and/or act on the approval of an ordinance regarding the SUP (with conditions) 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)

PUBLIC HEARINGS

1. Hold a public hearing and consider and/or act on amending PD (Planned Development) District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and specific regulations for the district, including, without limitation, permitted land uses for the district comprised of 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy and located at the northeast corner of East FM 544 and North Murphy Road. (this ordinance includes Murphy Marketplace, The Crossing at Murphy Marketplace and the Park Tract)

INDIVIDUAL CONSIDERATION

2. Consider and/or act upon approval of an Ordinance adopting the fiscal year 2012-2013 budget and appropriating funds to a sinking fund to pay interest and principal on the City's indebtedness, and appropriating funds to support the City of Murphy for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013.
3. Consider and/or act upon ratifying the property tax revenue increase reflected in the 2012-2013 fiscal year budget.
4. Consider and/or act upon approval of an Ordinance adopting the FY 2012-2013 Annual Tax Rate.
5. Consider and/or act upon the proposed Lease Agreement between the City of Murphy and PSA (Plano Sports Authority).
6. Consider and/or act upon the proposed infrastructure improvements for Central Park and PSA (Plano Sports Authority).
7. Consider and/or take action, if any, upon the Murphy Animal Shelter Concept Design Description by Quorum.

CITY MANAGER/STAFF REPORTS

- TML Annual Conference, November 13-16, Gaylord Texan Conference Center
- Murphy Maize Days and 3rd Annual 5K/Fun Run, September 29
- North Murphy Road

EXECUTIVE SESSION

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

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation 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.

§ 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Susan Kinder-Alessio v. Sarah Helms-Asmore, Aaron McCarty, Snow Robertson, G.M. Cox, & City of Murphy, Civil Action No. 4:12-CV-000493-RC-ALM

RECONVENE INTO REGULAR SESSION

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

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation 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.

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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 September 14, 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
REGULAR CITY COUNCIL MEETING
AUGUST 28, 2012 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

CALL TO ORDER

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

INVOCATION & PLEDGE OF ALLEGIANCE

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

ROLL CALL & CERTIFICATION OF A QUORUM

Nancy Meadows certified a quorum with the following Council members present:

Bret Baldwin
Mayor

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

John Daugherty
Mayor Pro Tem

Colleen Halbert
Deputy Mayor Pro Tem

Dennis Richmond
Councilmember

Deputy Mayor Pro Tem Colleen Halbert was absent.

Scott Bradley
Councilmember

PUBLIC COMMENTS

There were no public comments.

Bernard Grant
Councilmember

PRESENTATIONS

Dave Brandon
Councilmember

Proposed PSA Murphy (Plano Sports Authority)

City Manager James Fisher explained that on August 21, 2012, a presentation of the proposed PSA Murphy facility came before the Parks Board and City Council. Mr. Fisher explained that the proposed location site is in Central Park, due north of the City Hall facility. If the PSA Murphy facility gets built at this proposed location, the infrastructure to that site would have to be updated. He also explained that the proposed PSA Murphy facility presentation would be given at the Parks Board meeting on Thursday, August 30, 2012, and the meeting would be open for public input. Mr. Fisher stated that the draft Lease Agreement with PSA is proposed to be on the City Council Agenda September 4, 2012 with approval on September 18, 2012. Mr. Fisher explained that the proposed PSA Murphy facility is a joint project between the City of Murphy and PSA. Mr. Fisher then showed a PowerPoint presentation. PSA Chairman Bill Wadley and General Manager Don Blackwood were present and assisted Mr. Fisher during the presentation.

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.

James Fisher
City Manager

- 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.

Council Action

Councilmember Brandon moved to approve the Consent Agenda as amended for items B and C. Councilmember Grant seconded the motion, which passed by a unanimous vote of 6-0.

PUBLIC HEARINGS

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

Staff Comments

City Manager James Fisher explained that the public hearing was held to receive public comments regarding the proposed tax rate for FY 2013. Mr. Fisher then spoke in explanation of the different Tax Rates involved in the calculations.

Public Hearing

Mayor Baldwin opened the public hearing at 6:27 p.m. Keith Patton inquired if it included the bonds for Central Park. Mr. Fisher replied that it did. With no further discussion, Mayor Baldwin closed the public hearing at 6:28 p.m.

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

Staff Comments

Mr. Fisher used a PowerPoint presentation in explanation of the proposed FY 2013 Budget.

Public Hearing

Mayor Baldwin opened the public hearing at 6:45 p.m. Keith Patton spoke in regards to water rates. He felt it needed more explanation. Mayor Brandon explained water rates. Gus Delaloye also spoke regarding water rates. With no further discussion, Mayor Baldwin closed the public hearing at 6:50 p.m.

Council Discussion

Councilmember Brandon had questions regarding the cardiac monitor. Fire Chief Lee explained the cardiac monitors. Councilmember Brandon also questioned the Parks Camera at \$1,000 and City-wide wireless network at \$40,000 to \$50,000. He ended by stating the proposed budget was looking good.

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.

Public Hearing

Mayor Baldwin opened the public hearing at 6:58 p.m. Keith Patton questioned this item as the development was already going vertical. With no further discussion, Mayor Baldwin closed the public hearing at 7:00 p.m.

Council Action

Councilmember Daugherty moved to approve 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 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. Councilmember Grant seconded the motion which passed unanimously by a vote of 6-0.

CITY MANAGER/STAFF REPORTS

City Manager James Fisher reported on the following:

- PSA is a great team of people
- PSA presentation – Parks Board Meeting August 30,2012
- September 4 – Regular Meeting, 2nd Public Hearing on the FY 2013 Annual Budget
- September 18 – Regular Meeting, Adoption of the FY 2013 Annual Budget and Tax Rate
- Board Scope and Descriptions
- TML Annual Conference, November 13-16, Gaylord Texan Conference Center
- Murphy Maize Days Update –September 29, 2012
- Oncor wants \$1,000,000 to bury overhead lines

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.

Executive Session

The City Council convened into Executive Session at 7:06 p.m.

RECONVENE INTO REGULAR SESSION

The City Council reconvened into regular session at 8:12 p.m.

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.

Council Action

Councilmember Brandon moved to approve for Mayor Baldwin to finalize the appointment of the City Secretary. Councilmember Daugherty seconded the motion which passed by a unanimous vote of 6-0.

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

Council Action

No action was taken on the litigation involving George Parker.

§ 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

Councilmember Brandon moved for the City Attorney to negotiate a settlement offer involving Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682. Councilmember Daugherty seconded the motion which passed by a unanimous vote of 6-0.

§ 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.

Council Action

No action was taken on the deliberation regarding real property.

ADJOURNMENT

With no further business, the meeting was adjourned at 8:15 p.m.

APPROVED:

Bret Baldwin, Mayor

ATTEST:

Nancy Meadows, Interim City Secretary



MINUTES
REGULAR CITY COUNCIL MEETING
SEPTEMBER 4, 2012 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

CALL TO ORDER

Mayor Baldwin called the meeting to order at 6:02 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Baldwin gave the invocation and led the Pledge of Allegiance

ROLL CALL & CERTIFICATION OF A QUORUM

Nancy Meadows certified a quorum with the following members present:

Bret Baldwin
Mayor

Mayor Bret Baldwin
Mayor Pro Tem John Daugherty
Councilmember Scott Bradley
Councilmember Bernard Grant
Councilmember Dave Brandon

John Daugherty
Mayor Pro Tem

Colleen Halbert
Deputy Mayor Pro Tem

Dennis Richmond
Councilmember

Councilmember Dennis Richmond arrived at 6:06 p.m.
Deputy Mayor Pro Tem Colleen Halbert arrived at 6:17 p.m.

Scott Bradley
Councilmember

PUBLIC COMMENTS

There were no public comments.

Bernard Grant
Councilmember

PRESENTATION ITEMS

Dave Brandon
Councilmember

- Explorers Recognition
Police Chief GM Cox recognized the Murphy Explorers Group for their awards received in Colorado July 16 - 21, 2012, during the National Competition.
Mayor Baldwin spoke in appreciation of the Explorers.
- Fire Prevention Poster Finalist Recognition
Fire Chief Mark Lee recognized Austin Svidlow as the Fire Prevention Poster Finalist and presented him with a Certificate of Achievement and recognized Austin as Murphy Fire Rescue Junior Firefighter.
- Proclamation – Keep America Beautiful 1st National Planting Day
Mayor Baldwin read a Proclamation recognizing Keep America Beautiful 1st National Planting Day and presented it to the Parks Department.

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.

James Fisher
City Manager

1. Consider and/or act upon the approval of the minutes from the Special City Council meeting of August 21, 2012.

2. Consider and/or act upon approval of an ordinance amending the Code of Ordinances correcting the designated school zones and times.

Council Action

Councilmember Brandon moved to approve the consent agenda with Mayor Baldwin's name corrected in the minutes. Councilmember Bradley seconded the motion which passed by a unanimous vote of 6-0, with Councilmember Halbert absent during the vote.

PUBLIC HEARINGS

Mayor Baldwin took Public Hearing No. 3 first.

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

Staff Comments

City Manager James Fisher explained that the item was the same item that had been considered in August.

Public Hearing

Mayor Baldwin opened the public hearing at 6:18 p.m.

Bill Dahlstrom, representing Del Taco, spoke in favor of the SUP to allow a drive through for Del Taco. Mr. Dahlstrom spoke of details in the 380 agreement for this property. He stated that the proposed site was a perfect site for a Del Taco. He spoke of the different conditions that were discussed with City Staff and the applicant and they were still in agreement with the requested conditions.

Keith Patton expressed disappointment with the Council for voting the item down and then bringing it back for reconsideration. Mr. Patton further discussed the large number of drive throughs in Murphy Marketplace. He welcomed Del Taco but probably not with a drive through.

With no one else present who wished to speak, Mayor Baldwin closed the public hearing at 6:27 p.m.

Discussion

Councilmember Halbert repeated that she agreed that it was a good location for a drive through. That was the reason she voted against other drive throughs; Council tried to steer them to this site because it is a better site. When Mr. Langford came before Council she asked him if there were any other plans for drive throughs and he told her no. Councilmember Halbert stated

that she did not feel that it is appropriate to approve anymore drive throughs for Murphy Marketplace.

Councilmember Brandon stated that his opinion has not changed. There are just too many drive throughs in Murphy. He stated that the drive through traffic at Chick Fil A is a nightmare and Golden Chick is becoming one.

Council Action

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

Councilmember Richmond seconded the motion, which passed by a vote of 4-3, with Mayor Baldwin, Councilmember Halbert, and Councilmember Brandon voting in opposition.

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

Staff Comments

Mr. Fisher did an overview of the proposed tax rate.

Public Hearing

Mayor Baldwin opened the public hearing at 6:40 p.m.

With no one present who wanted to speak, Mayor Baldwin closed the public hearing at 6:40 p.m.

Mayor Baldwin stated that the vote on the tax rate would be held Tuesday, September 18, 2012 at 6:00 p.m. at City Hall, 206 N. Murphy Road

2. Hold the second public hearing on the proposed fiscal year 2012-2013 City of Murphy Annual Budget.

Staff Comments

Mr. Fisher gave an overview of the proposed budget using a power point presentation. Mr. Fisher stated that the City Council would consider adoption of the budget on September 18, 2012.

Public Hearing

Mayor Baldwin opened the public hearing at 6:42 p.m.

Keith Patton had questions on the IT budget. He spoke against outsourcing.

With no one present who wished to speak, Mayor Baldwin closed the public hearing at 6:44 p.m.

Mayor Baldwin stated that the vote on the proposed fiscal year 2012-2013 City of Murphy Annual Budget would be September 18, 2012 at 6:00 p.m. at city hall 206 N. Murphy Road.

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**)

Staff Comments

Mr. Fisher stated that this was a request for a site plan for Del Taco. Mr. Fisher included that if there was a motion to approve, Council would probably want to include the conditions determined by staff. He turned the floor over to Kristen Roberts, Director of Community and Economic Development. Ms. Roberts explained that staff had reviewed the site plan numerous times. She explained that conditions as discussed between staff and the applicant had been agreed upon.

Discussion

Council members discussed concerns with traffic flow, parking, and future development. The required parking spaces had been met. Bill Dahlstrom stated that he was of the understanding that Del Taco had met all of the requirements.

Council Action

After a discussion, Councilmember Halbert moved to approve the site plan, landscape plan and elevations with the following conditions:

- Include Copper colored Roof
- Patio and Wrought-iron enclosure
- Façade to include stone to match Murphy Market Place
- Trash dumpster moved and doors upgraded
- Signage limited to one per side
- Circulation has been altered so that it is one way on northern side of property
- Lot next door grassed, landscaped and irrigated
- Continuation of Fire Lanes to second property
- No parking along the center section of site plan north of the drive through lane
- Extension of the landscape island at north east curve of drive thru

Councilmember Bradley seconded the motion, which passed by a vote of 6-1. Mayor Baldwin voted in opposition to the motion.

2. Consider and/or act on approving the proposed Rules and Procedures of the Ethics Review Commission.

This item was postponed until September 18, 2012 to allow more time for review.

Ethics Commission

Angie Gentry, Ethics Review Commission Secretary was present to represent the Ethics Review Commission. Ms. Gentry explained that the Ethics Review Commission had been working on their rules and procedures, and based them on Councils own procedures and on Roberts Rules of Order.

Council members thanked Ms. Gentry for the work and for attending.

3. Consider and/or act on recommendations, requests and notifications of the Ethics Review Commission.

This item was postponed until September 18, 2012 to allow more time for review.

4. Consider and/or act upon approval of status report and professional services for Timbers Nature Preserve Park project FEMA and Section 404 permits.

Staff Comments

Kim Lenoir, Director of Parks and Public Works explained that the city has applied for a \$100,000 Grant with Texas Parks and Wildlife. There were 42 applications requesting \$4,000,000. We will know January, 2013 if we get funded. We have requested \$600,000 from Collin County for the trail. Plano has also requested \$500,000 to extend the project through their City.

Wade Peterson, HOK Park Planner gave updates as follows:

- Request from Texas Parks and Wildlife
- The U.S. Army Corps of Engineers
- Draft decision document - Environmental Consultant -may cost up to \$5,000 to respond , could speed up the process
- FEMA Permit Update
- Home Owners

Mr. Peterson showed that upon completion of the project, homes would be removed out of the flood plain and there would be one ball field in the 100 year flood plain. Upon successful completion of the project, home owners should not have to carry flood insurance.

Barry Young of Oncor gave an update. He stated that Oncor could not allow a bridge on their property because of the liability. He stated that they could put down a culvert.

There was a lengthy discussion about relocating, or eliminating the bridge and widening the channel.

Mr. Paterson stated that relocating or eliminating the bridge would not solve the flooding.

Mr. Peterson stated that if it had to be redesigned, it would cost potentially an additional \$50,000 to \$60,000 and an additional nine months.

Mr. Peterson stated that after a future work session with city staff and Oncor staff, they could come back and discuss what could work.

Council Action

No action was taken.

5. Consider and/or act upon recommendations from Parks and Recreation Board regarding Murphy Central Park and PSA Murphy Project.

Discussion

Council members discussed different concerns they had regarding the PSA Murphy facility and the effect on Murphy Central Park. There are concerns with traffic flow, parking, green space, etc...

Public Comment

Keith Patton hoped PSA could have some kind of air conditioned walking track.

Staff Comment

Mr. Fisher stated that we did ask PSA about the air conditioned walking track and it is cost prohibitive at this time.

Council Action

Councilmember Halbert moved to direct City Staff to fast-track the determination of locations of proposed additional multi-use practice fields in Murphy. Councilmember Bradley seconded the motion which passed unanimously by a vote of 7-0.

Councilmember Halbert moved to leave the natural land east of the Central Park pond undeveloped. Councilmember Bradley seconded the motion which passed by a unanimous vote of 7-0.

Councilmember Halbert moved to proceed with plans for PSA Murphy Center with location as presented on that handy thing projector. Councilmember Brandon seconded the motion which passed by a unanimous vote of 6-1.

Councilmember Halbert moved to leave the city hall loop road and do not include straightening it as designed for the new Tom Clevenger Road. Councilmember Bradley seconded the motion which passed unanimously by a vote of 7-0.

CITY MANAGER/STAFF REPORTS

Mr. Fisher reported on the following items:

- September 18 – Regular Meeting, Adoption of the FY 2013 Annual Budget and Tax Rate
- Board Scope and Description
- TML Annual Conference, November 13-16, Gaylord Texan Conference Center
- Murphy Maize Days and 3rd Annual 5K/Fun Run, September 29
- DRAFT Lease Agreement with PSA (Plano Sports Authority) regarding PSA Murphy Center.
- North Murphy Road –
Phase 1A – West side of 2551 from Maxwell Creek Bridge North to Parker Road
Phase 1B -East Side of 2551 from Maxwell Creek Bridge Southeast to 544
Also working on culverts and traffic signals at Spring Ridge
Phase 2 East Side of 2551 from Maxwell Creek Bridge North to Parker Road and West Side of 2551 from Maxwell Creek Bridge South to 544
Phase 3 Turning Lanes and median openings

EXECUTIVE SESSION

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Executive Session

The City Council convened into Executive Session at 8:15 p.m.

RECONVENE INTO REGULAR SESSION

The City Council reconvened into regular session at 8:42 p.m.

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.

Council Action

Councilmember Brandon made a motion to appoint Kristi Gilbert as City Secretary effective October 1, 2012. Also, on October 1, 2012, anyone filling any temporary or acting positions of the city secretary will no longer be serving in that capacity. Councilmember Halbert seconded the motion which passed unanimously by a vote of 7-0.

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

Council Action

No action was taken on this item.

§ 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

No action was taken on this item.

§ 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.

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Council Action

No action was taken on this item.

ADJOURNMENT

There being no further business to discuss at this time, the meeting adjourned at 8:44 p.m.

APPROVED:

Bret Baldwin, Mayor

ATTEST:

Nancy Meadows, Interim City Secretary

City Council Meeting
September 18, 2012

Issue

Consider and/or act upon changing an alternate Planning & Zoning Commissioner to an acting Planning & Zoning Commissioner.

Background

In January 2012, City Council appointed new members to the Planning & Zoning Commission, including two alternate members. Since that time, one regular member resigned and one alternate member resigned.

Staff Resource/Department

Kristen Roberts – Director of Community and Economic Development

Considerations

John Johnson is currently appointed as an alternate Planning & Zoning Commission member. He has relayed his interest to become an acting Planning & Zoning commissioner.

Action Requested

Motion to change the alternate appointment of John Johnson to an acting appointment on the Planning & Zoning Commission with the term ending in 2013.

**City Council Meeting
September 18, 2012**

Issue

Consider and/or act on the application of the City of Murphy requesting approval of a construction plat for a re-plat of the Murphy Municipal Complex.

Background

City Council recently awarded a bid for the construction of Murphy Central Park and the Maxwell Creek Trail Extension project. The City of Murphy uses a construction plat review and approval process before preparing a final plat or re-plat of the property, especially as new construction may change conditions on the ground and the “as-built” plans are documented on the Final Plat.

Staff Resource/Department

Kristen Roberts – Director of Community and Economic Development
Kim Lenoir – Director of Parks and Public Works

Considerations

Approval of this Construction Plat of a re-plat will provide the means for the City to move forward with construction of the Central Park improvements; allow utilities (ONCOR, Verizon, Time Warner Cable) to begin work on relocating the overhead lines; and documents the City’s approval of the Open Space as required by the park grant for this project.

The Final Plat will be prepared after the construction is complete to include the open space dedication, any utility easements, fire lane, and final road alignments.

Board Discussion / Action

The Planning & Zoning Commission approved this item unanimously on August 27, 2012.

Staff Recommendation

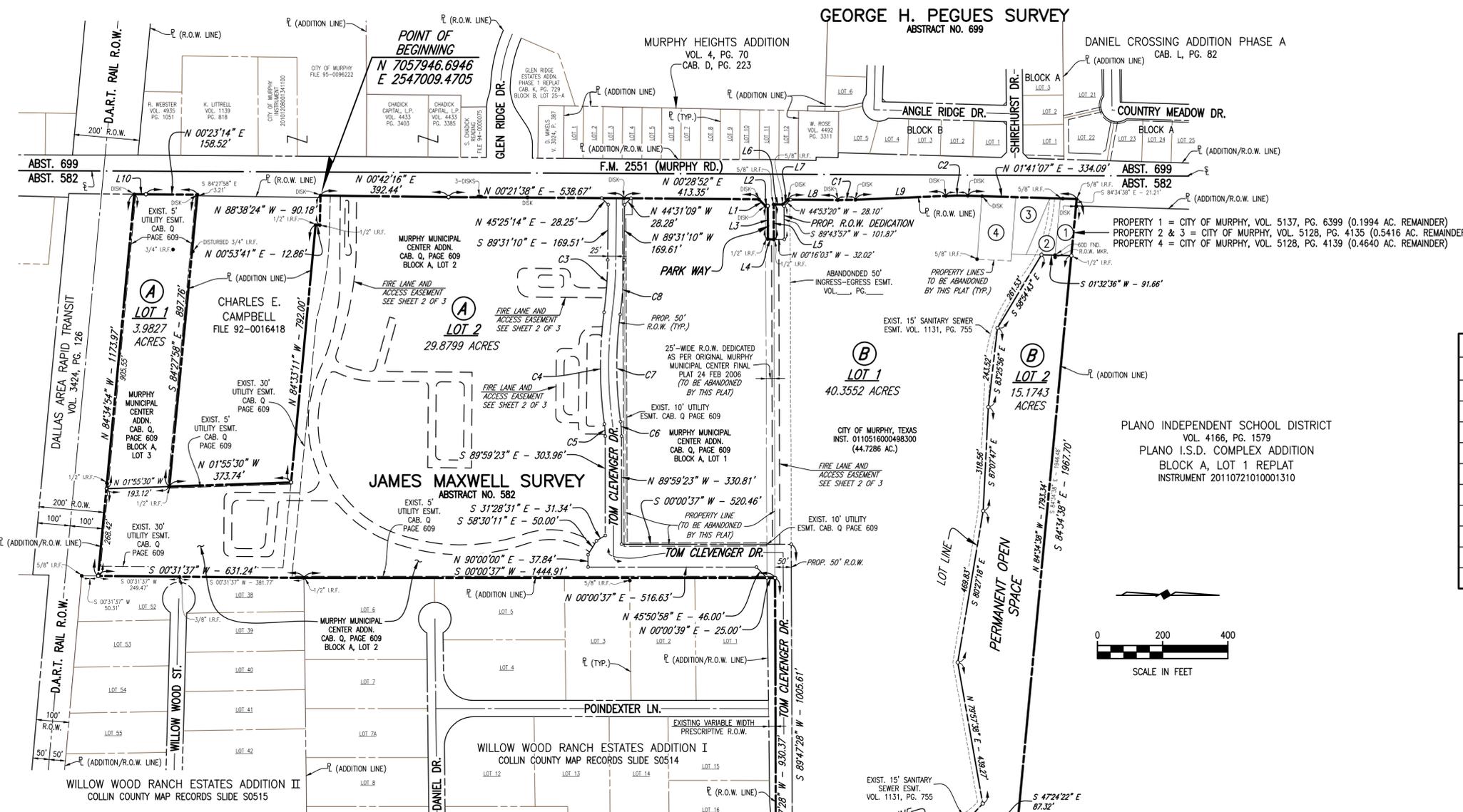
Staff recommends approval of the proposed Construction Plat of a re-plat.

Attachments

Construction Plat

Kristen Roberts, Director of Economic and Community Development
Submitted By

These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P.

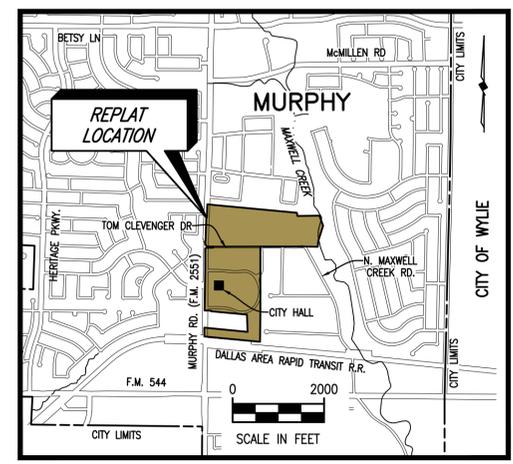
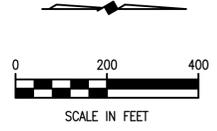


Parcel Line Table

Line #	Length	Direction
L1	28.63	N 45°07'25" E
L2	7.21	N 00°33'33" E
L3	101.57	N 89°43'57" E
L4	18.01	N 02°53'59" E
L5	107.34	S 89°47'28" W
L6	28.05	N 00°33'33" E
L7	21.20	N 44°28'32" W
L8	153.40	N 00°29'23" E
L9	277.14	N 02°26'44" W
L10	35.56	N 00°35'36" E

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	2.94	1060.00	54.30	N 00°58'40" W	54.30
C2	4.13	940.00	67.76	N 00°22'49" W	67.75
C3	7.08	1301.00	160.70	S 85°58'51" E	160.59
C4	15.49	1268.50	342.88	N 89°48'51" E	341.84
C5	7.94	270.50	37.48	N 86°02'25" E	37.45
C6	7.94	320.50	44.41	S 86°02'25" W	44.38
C7	15.49	1218.50	329.37	N 89°48'51" E	328.36
C8	7.08	1351.00	166.87	N 85°58'51" W	166.77



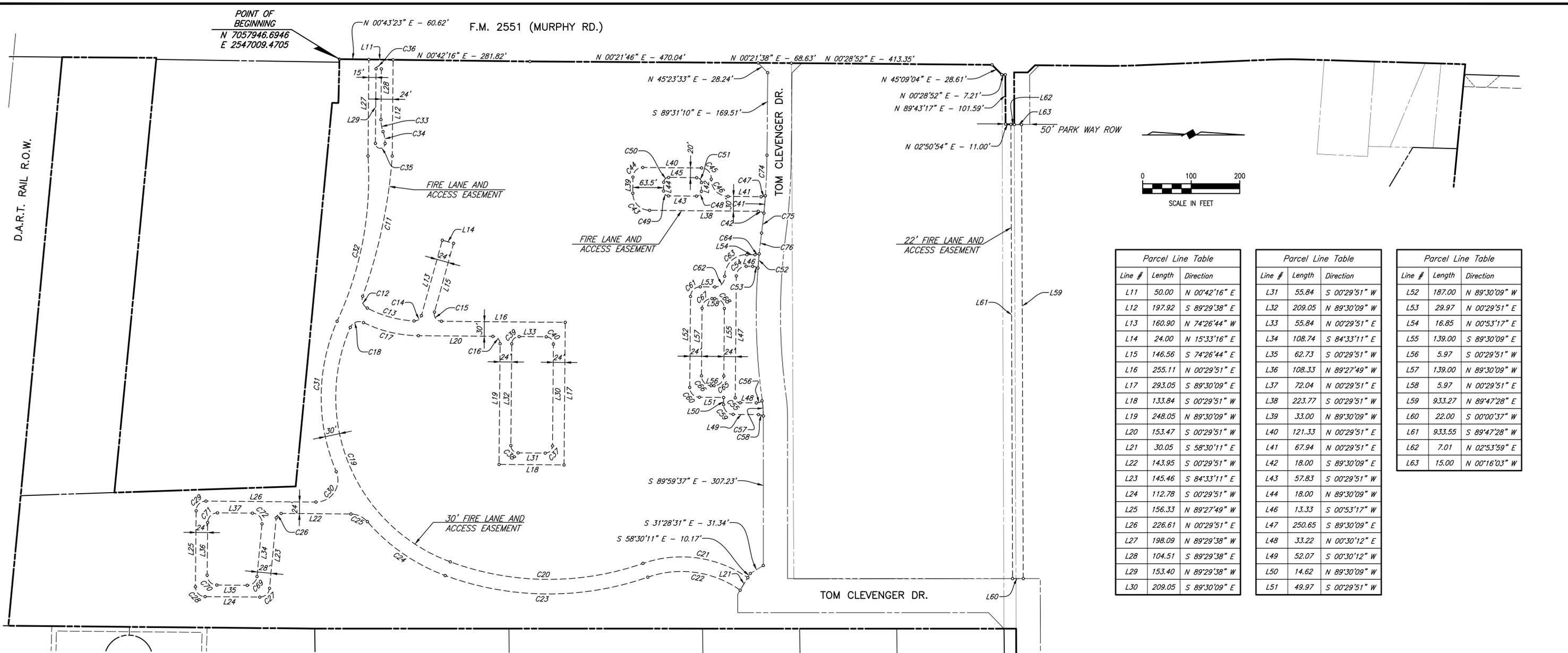
**CONSTRUCTION PLAT
FOR RE-PLAT
MURPHY MUNICIPAL CENTER**

91.86 ACRES IN THE JAS. W. MAXWELL SURVEY ABSTRACT 582
BEING A RE-PLAT OF THE 46.39 ACRE REMAINDER OF THE MURPHY MUNICIPAL CENTER LOTS 1, 2 AND 3
AND INCLUDING THE FOLLOWING UN-PLATTED TRACTS OF LAND:
44.73 ACRE TRACT 4, JAS W. MAXWELL SURVEY ABSTRACT. 582
0.1994 ACRE REMAINDER TRACT 2, JAS. W. MAXWELL SURVEY ABSTRACT 582
0.5416 ACRE REMAINDER, TRACTS 30 AND 31, JAS. W. MAXWELL SURVEY ABSTRACT 582
0.4640 ACRE REMAINDER, TRACT 3, JAS W. MAXWELL SURVEY ABSTRACT 582
CITY OF MURPHY, COLLIN COUNTY, TEXAS

OWNER:
CITY OF MURPHY, TEXAS
206 N. Murphy Road
Murphy, Texas 75094
Tel. No.: (972) 424-6021

SURVEYOR:
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
TxBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Tel. No. (214) 361-7900
Fax No. (214) 461-8390

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Parcel Line Table		
Line #	Length	Direction
L11	50.00	N 00'42'16" E
L12	197.92	S 89'29'38" E
L13	160.90	N 74'26'44" W
L14	24.00	N 15'33'16" E
L15	146.56	S 74'26'44" E
L16	255.11	N 00'29'51" E
L17	293.05	S 89'30'09" E
L18	133.84	S 00'29'51" W
L19	248.05	N 89'30'09" W
L20	153.47	S 00'29'51" W
L21	30.05	S 58'30'11" E
L22	143.95	S 00'29'51" W
L23	145.46	S 84'33'11" E
L24	112.78	S 00'29'51" W
L25	156.33	N 89'27'49" W
L26	226.61	N 00'29'51" E
L27	198.09	N 89'29'38" W
L28	104.51	S 89'29'38" E
L29	153.40	N 89'29'38" W
L30	209.05	S 89'30'09" E

Parcel Line Table		
Line #	Length	Direction
L31	55.84	S 00'29'51" W
L32	209.05	N 89'30'09" W
L33	55.84	N 00'29'51" E
L34	108.74	S 84'33'11" E
L35	62.73	S 00'29'51" W
L36	108.33	N 89'27'49" W
L37	72.04	N 00'29'51" E
L38	223.77	S 00'29'51" W
L39	33.00	N 89'30'09" W
L40	121.33	N 00'29'51" E
L41	67.94	N 00'29'51" E
L42	18.00	S 89'30'09" E
L43	57.83	S 00'29'51" W
L44	18.00	N 89'30'09" W
L46	13.33	S 00'53'17" W
L47	250.65	S 89'30'09" E
L48	33.22	N 00'30'12" E
L49	52.07	S 00'30'12" W
L50	14.62	N 89'30'09" W
L51	49.97	S 00'29'51" W

Parcel Line Table		
Line #	Length	Direction
L52	187.00	N 89'30'09" W
L53	29.97	N 00'29'51" E
L54	16.85	N 00'53'17" E
L55	139.00	S 89'30'09" E
L56	5.97	S 00'29'51" W
L57	139.00	N 89'30'09" W
L58	5.97	N 00'29'51" E
L59	933.27	N 89'47'28" E
L60	22.00	S 00'00'37" W
L61	933.55	S 89'47'28" W
L62	7.01	N 02'53'59" E
L63	15.00	N 00'16'03" W

Curve Table				
Curve #	Delta	Radius	Length	Chord Length
C11	15°40'11"	1080.00	295.37	294.45
C12	81°54'21"	20.00	28.59	26.22
C13	25°05'19"	230.00	100.71	99.91
C14	77°15'14"	15.00	20.23	18.73
C15	105°03'25"	15.00	27.50	23.81
C16	90°00'00"	15.00	23.56	21.21
C17	25°50'08"	260.00	117.24	116.25
C18	92°45'48"	20.00	32.38	28.96
C19	93°24'16"	360.00	586.88	524.02
C20	39°24'21"	589.00	405.09	397.15
C21	53°58'33"	240.00	226.09	217.82
C22	54°26'16"	210.00	199.52	192.10
C23	39°24'21"	619.00	425.73	417.39
C24	28°57'50"	390.00	197.15	195.06
C25	48°37'54"	45.00	38.20	37.06
C26	85°03'02"	10.00	14.84	13.52

Curve Table				
Curve #	Delta	Radius	Length	Chord Length
C27	85°03'02"	20.00	29.69	27.04
C28	90°02'20"	20.00	31.43	28.29
C29	89°57'40"	20.00	31.40	28.27
C30	113°30'18"	45.00	89.15	75.27
C31	46°40'18"	390.00	317.68	308.97
C32	28°41'51"	698.00	349.60	345.96
C33	20°51'41"	68.65	24.99	24.86
C34	20°51'41"	68.65	24.99	24.86
C35	180°00'00"	10.00	31.42	20.00
C36	181°50'25"	5.50	17.46	11.00
C37	90°00'00"	15.00	23.56	21.21
C38	90°00'00"	15.00	23.56	21.21
C39	90°00'00"	15.00	23.56	21.21
C40	90°00'00"	15.00	23.56	21.21
C41	1°35'00"	1301.00	35.95	35.95
C42	35°36'36"	20.00	12.43	12.23

Curve Table				
Curve #	Delta	Radius	Length	Chord Length
C43	90°00'00"	35.00	54.98	49.50
C44	90°00'00"	20.00	31.42	28.28
C45	90°00'00"	20.00	31.42	28.28
C46	90°00'00"	35.00	54.98	49.50
C47	26°30'31"	20.00	9.25	9.17
C48	90°00'00"	10.00	15.71	14.14
C49	90°00'00"	10.00	15.71	14.14
C50	90°00'00"	10.00	15.71	14.14
C51	90°00'00"	10.00	15.71	14.14
C52	1°19'14"	1268.50	29.23	29.23
C53	33°12'42"	20.00	11.59	11.43
C54	90°23'26"	20.00	31.55	28.38
C55	89°59'39"	10.00	15.71	14.14
C56	38°40'39"	20.00	13.50	13.25
C57	6°36'58"	270.50	31.24	31.22
C58	30°19'15"	20.00	10.58	10.46

Curve Table				
Curve #	Delta	Radius	Length	Chord Length
C59	89°59'39"	20.00	31.41	28.28
C60	90°00'00"	20.00	31.42	28.28
C61	90°00'00"	20.00	31.42	28.28
C62	90°00'00"	20.00	31.42	28.28
C63	90°23'26"	45.00	70.99	63.86
C64	25°07'51"	20.00	8.77	8.70
C65	90°00'00"	20.00	31.42	28.28
C66	90°00'00"	20.00	31.42	28.28
C67	90°00'00"	20.00	31.42	28.28
C68	90°00'00"	20.00	31.42	28.28
C69	85°03'02"	20.00	29.69	27.04
C70	90°02'20"	20.00	31.43	28.29
C71	89°57'40"	20.00	31.40	28.27
C72	94°56'58"	20.00	33.14	29.48

**CONSTRUCTION PLAT
FOR RE-PLAT
MURPHY MUNICIPAL CENTER**

91.86 ACRES IN THE JAS. W. MAXWELL SURVEY ABSTRACT 582

**BEING A RE-PLAT OF THE 46.39 ACRE REMAINDER OF THE MURPHY MUNICIPAL CENTER
LOTS 1, 2 AND 3**

AND INCLUDING THE FOLLOWING UN-PLATTED TRACTS OF LAND:

44.73 ACRE TRACT 4, JAS W. MAXWELL SURVEY ABSTRACT. 582

0.1994 ACRE REMAINDER TRACT 2, JAS. W. MAXWELL SURVEY ABSTRACT 582

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CITY OF MURPHY, COLLIN COUNTY, TEXAS

OWNER:
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City Council Meeting September 18, 2012

Issue

Consider and/or act upon a resolution dedicating in perpetuity eight (8) acres of open space parkland permanently in Murphy Central Park as required by the Texas Parks and Wildlife Department grant award and rescind Resolution 12-R-761.

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 eight (8) acres of Murphy Central Park as permanent open space. The dedication provides for protection of this natural area in perpetuity. The council will rescind Resolution 12-R-761 that was approved on August 28, 2012 dedicating 15 acres. Due to discussions of possible road realignments the permanent open space dedication has been removed from the area east of the new Murphy Road construction project. Only trails are allowed in permanent open space property.

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 18, 2012. The Final Plat will be prepared after the construction is complete to include the open space dedication, any utility easements, fire lane, and final road alignments.

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 19, 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.

City Council Meeting
September 18, 2012

Action Requested

Motion by City Council to approve the resolution for 8 acres and rescind Resolution 12-R-761 for 15 acres.

Attachments

- 1) Resolution and Exhibit A

RESOLUTION NO. 12-09-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, DEDICATING 8 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 eight (8) 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 18th day of September, 2012.

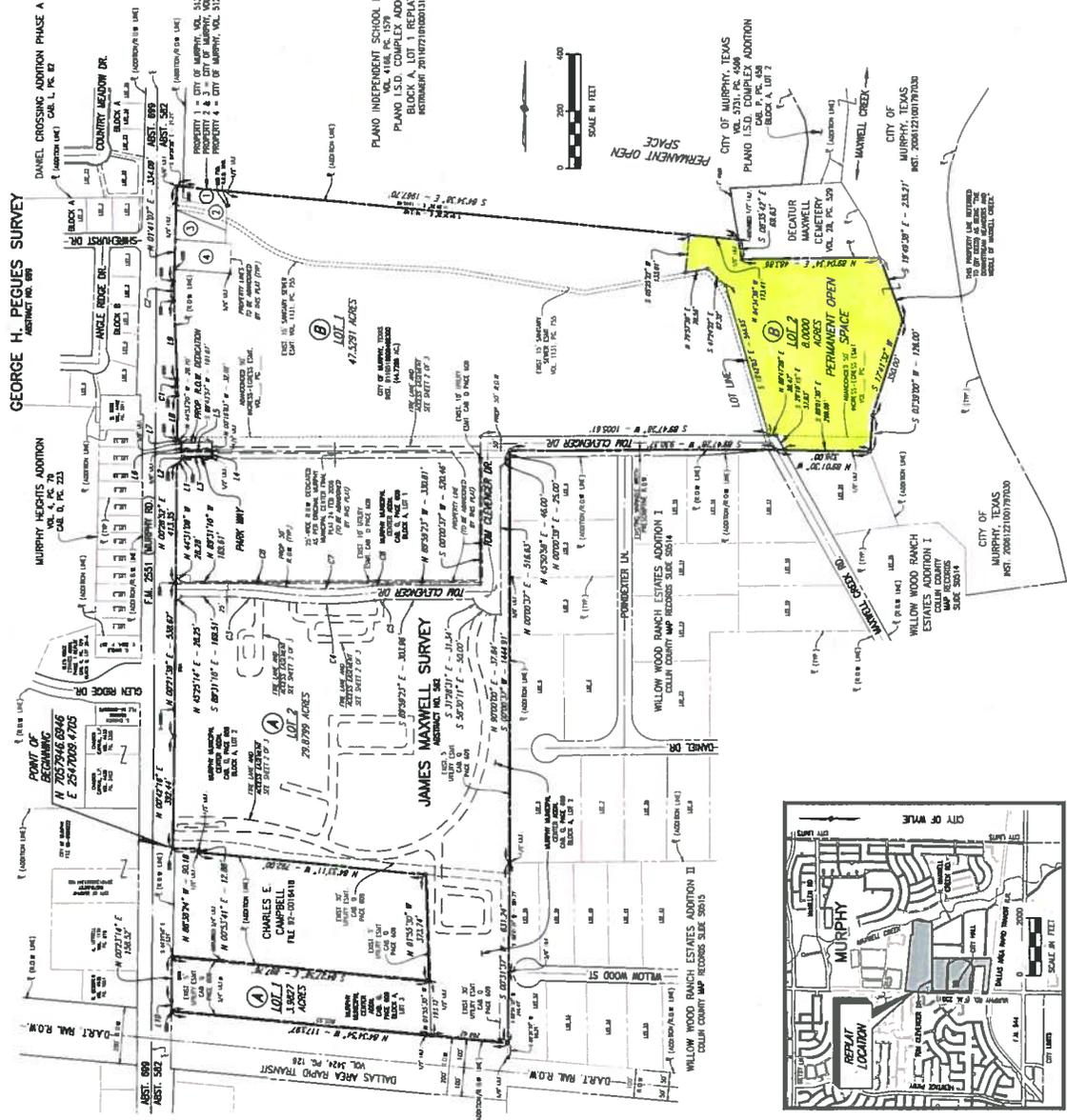
APPROVED:

Bret M. Baldwin, Mayor

ATTEST:

Nancy Meadows, City Secretary

Exhibit A



Curve /	Bearing	Radius	Chord Direction	Chord Length
C1	N 43°27'25" E	54.26	N 07°26'30" W	54.30
C2	N 07°26'30" W	54.26	N 07°26'30" W	54.30
C3	N 07°26'30" W	54.26	N 07°26'30" W	54.30
C4	N 07°26'30" W	54.26	N 07°26'30" W	54.30
C5	N 07°26'30" W	54.26	N 07°26'30" W	54.30
C6	N 07°26'30" W	54.26	N 07°26'30" W	54.30
C7	N 07°26'30" W	54.26	N 07°26'30" W	54.30
C8	N 07°26'30" W	54.26	N 07°26'30" W	54.30
C9	N 07°26'30" W	54.26	N 07°26'30" W	54.30
C10	N 07°26'30" W	54.26	N 07°26'30" W	54.30

Parcel /	Length	Direction
L1	26.85	N 43°27'25" E
L2	7.21	N 07°26'30" W
L3	18.57	N 07°26'30" W
L4	18.91	N 07°26'30" W
L5	182.54	S 89°42'28" W
L6	26.85	N 07°26'30" W
L7	21.00	N 49°29'29" W
L8	154.40	N 07°26'30" W
L9	177.14	N 07°26'30" W
L10	35.58	N 07°26'30" W

9-18-12
OPEN SPACE
MAP

**CONSTRUCTION PLAT
FOR RE-PLAT
MURPHY MUNICIPAL CENTER**

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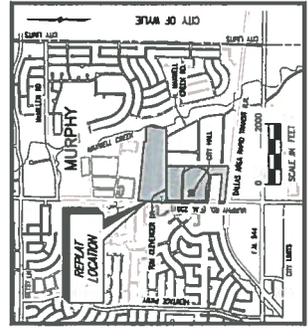
CITY OF MURPHY, COLLIN COUNTY, TEXAS

CONVEYOR:
CITY OF MURPHY, TEXAS
200 N. Murphy Road
Murphy, Texas 75080
Tel. No. (972) 234-2221
Fax No. (972) 234-2222

REGISTERED:
JAMES H. CARROLL & ASSOCIATES, L.L.P.
10000 Preston Road, Suite 100
Dallas, Texas 75243
Tel. No. (214) 241-1900
Fax No. (214) 241-6226

Date SEPTEMBER 2012

SHEET 1 OF 3



LOCATION MAP
COLLIN COUNTY MAPSCO PAGE 116

**City Council Meeting
September 18, 2012**

Issue

Consider and/or act on the submission of an Official Ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

Background

The City of Murphy is a member of the Texas Municipal League Intergovernmental Risk Pool. This Pool manages our risk and liabilities, provides training opportunities, and defends us in case of litigation. As a member of this Pool, we are provided the opportunity to vote on members of the Board of Trustees.

Staff Recommendation

I am recommending the following:

Place 11: Greg Ingham

Place 12: Larry Gilley

Place 13: Byron Black

Place 14: Pat Norriss

Attachments

- 1) Copy of Official Ballot
- 2) Letter from Greg Ingham

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2012. Ballots received after September 30, 2012, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P. O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

- Bill Agan.** Mayor of Richland Hills (Region 8). Mr. Agan was elected Mayor in May, 2012, for a term of two years. He has served as a city councilmember from 1986 to 1987. He has served on the City's Planning and Zoning Commission, and has served on the City's Charter Review Commission in 1986 and from 2011 to the present. Mr. Agan has owned an auto repair business for 40 years, and has been involved in an insurance business for two years and a real estate business for six years.
- Greg Ingham (Incumbent).** City Manager, City of Plainview (Region 3) since 2004. He has previously served as City Manager in Levelland and Littlefield, Texas. Mr. Ingham has served in local government since 1975 and is active in numerous statewide and regional organizations. He has an MPA and is a Certified Public Manager. Mr. Ingham has been a board member of the TML Intergovernmental Risk Pool since 1989. He has served as Chair and Vice-Chair of the Board, and has served as Chair of the Board's Finance Committee.
- Kavon Novak.** Alderman, City of Caldwell (Region 10) since 2011. He is a 1991 graduate of Texas A&M University with a Bachelor's Degree in Marketing. He has been a business owner for 14 years in the financial industry and is currently an Investment Consultant with LPL Commerce since 2009. Mr. Novak has been a member of the Caldwell Men's Lions Club for 9 years and is currently the Treasurer. He and his wife of 16 years, Lori, have 4 children. They are members of First Baptist Church in Caldwell and are active in 4-H Shooting Sports and Soccer.
- Troy Stegemoeller.** Mayor Pro Tem, City of Idalou (Region 3). Mr. Stegemoeller has served on the City Council since 2008. He has a B.S. in Agriculture Economics from Texas Tech University and is a graduate of Louisiana State University Graduate Banking School. He has been in banking for 32 years, and currently serves as the President of Vista Bank in Idalou. He has served on an advisory committee to Congressman Randy Neugebauer, and has served as finance chair of the Idalou Methodist Church and Treasurer of the local Salvation Army.

WRITE IN CANDIDATE:

PLACE 12

- Larry Gilley** (Incumbent). City Manager, City of Abilene (Region 6) since June of 2002. He previously served as City Manager for San Marcos (1988 – 2002), Assistant City Manager for San Marcos (1987 – 1988), City Manager for Panhandle (1977 – 1987), and City Manager for Bovina (1976 – 1977). Mr. Gilley has been a Board member of the TML Intergovernmental Risk Pool since 2007, and currently serves as Chair of the Board's Underwriting and Claims Committee. He has an MPA from Southwest Texas University, and a BA from Texas Tech University.

- Pete Gonzalez**. Deputy City Manager and Chief Financial Officer of the City of Brownsville (Region 12) since June of 2008. He previously served as Director of Finance for Brownsville from 1978 to 2008. He serves as a Board member and Finance Officer for the United Brownsville Corporation. He has a BBA degree in Accounting from Texas A&I University in Kingsville and is a certified government financial manager. Under his leadership, the City of Brownsville has been awarded the Certificate of Achievement for Excellence in Financial Reporting for the past 34 consecutive years.

WRITE IN CANDIDATE:

PLACE 13



Byron Black (Incumbent). Board Chair, Central Appraisal District of Johnson County (Region 8) and member of the Area Metro Ambulance Authority Board. He served as Mayor of Burleson from 1998-2004, previously serving as mayor pro tem and as a Councilmember. He was a member of the Burleson Independent School District Board for 12 years, 9 as President, and served as president of TASB. Mr. Black has served as a Board member of the TML Intergovernmental Risk Pool since 2000, and presently serves as Vice-Chair.



Gary L. Kent. Councilmember for the City of Copperas Cove (Region 9). Mr. Kent has been a resident of Copperas Cove for over fourteen years. He and his wife have three children and two grandchildren. He served 24 years with the U.S. Army, including three combat tours, and retired as a 1st sergeant. He currently serves as police chief for the City of Nolanville and has more than 17 years of law enforcement experience. He is an active member of many community groups, including VFW Post #8577.



Keith Olson. Councilmember, City of Huntsville (Region 14) since 2010, and serves as Chair of the City's Finance Committee. Mr. Olson was born in Houston in 1973, and grew up in Huffman, Texas. He graduated from the University of Houston's Police Academy in 1994. Councilmember Olson sits on various local and regional boards pertaining to private finance. He is currently the owner and operator of Olson's Fine Jewelry, with interests in diamonds and specialty watches.

WRITE IN CANDIDATE:

PLACE 14

- Cynthia Kirk.** Risk Manager for the City of Bryan (Region 10) since 1984. Ms. Kirk directs the City's workers' compensation, property and casualty coverage, claims administration, and safety/loss control functions. She is past president and currently serves on the Board of Directors of the Texas Chapter of the Public Risk Management Association and of the State and Local Government Benefits Association. She has served on the Board of Directors for the Surplus Lines Stamping Office of Texas and on various committees for the National Public Risk Management Association.

- Pat Norriss (Incumbent).** Nortex Regional Planning Commission (Region 5). Ms. Norriss served on the Burkburnett City Council for 22 years, including 16 years as mayor. She serves as a board member of the National Association of Regional Councils and has served as president of the Texas Association of Regional Councils of Government. She is also a Board member of Wichita Wilbarger 911 District and Nortex 911 Communication District. Ms. Norriss has served as a Board member of the TML Intergovernmental Risk Pool since 1995, and served as chair of the Board from 2004 - 2006.

- Michael S. Nyren.** Risk Manager for Capital Metropolitan Transportation Authority in Austin (Region 10) for 17 years. He has earned the designation of Associate in Risk Management and Associate in Risk Management for Public Entities and he serves on the Board of the Risk and Insurance Management Society, Central Texas Chapter. Mr. Nyren has a degree in Government and recently completed the Certified Public Manager Program at Texas State. He also has 30 years of experience in insurance, wellness, safety, security, and risk management.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2012.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed name of Political Entity



PLAINVIEW, TX

city of plainview

August 22, 2012

Re: TML-Intergovernmental Risk Pool Board Election – **Place 11** – **Greg Ingham**

Dear James Fisher, ICMA-CM, CPM,

You have recently received your Official Ballot to vote for four members of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. I am running for re-election for Place 11 and I would appreciate your vote and support.

The mission of the TML Intergovernmental Risk Pool is to provide Texas cities and other units of local government with a stable source of risk financing and loss prevention services at the lowest cost consistent with sound business practices. By pursuing these goals together we have built one of the largest local government risk pools in the country. Over the years we have expanded our coverage lines to include not only cities, but also local governmental entities such as appraisal districts, councils of governments, housing authorities, water districts, and others to broaden our base.

Last year our Pool's Loss Prevention Staff presented on-site training to nearly 9,000 local government employees and officials; and on-line training to another 6,800 participants to help provide a safer work environment and to control losses. These efforts, when combined with the Board's efforts to build a strong financial base have enabled your Pool to assume additional risk to control operating costs; at the same time **return equity to our members sixteen times since 1993 totaling over \$130,000,000**; and reduce rates for certain coverages in ten of the years during that time frame.

The Plainview City Council and the TML-IRP Board have nominated me for your consideration for Place 11 on the Texas Municipal League Intergovernmental Risk Pool Board of Trustees. I look forward to the opportunity to continue serving you – the cities and other local governments of Texas in this office.

I would appreciate your vote and continuing support.

Thank you,

Greg Ingham, City Manager

City Council Meeting
September 18, 2012

Issue

Consider and/or act upon authorizing the city manager to sign a Memorandum of Understanding (MOU) with the City of Wylie for Automatic Assistance between Murphy and Wylie Fire Departments.

Staff Resource/Department

Mark Lee/Fire Department

Key Focus Area

Public Safety – meeting the expectation of the community. This agreement provides fire and emergency medical assistance in an equally beneficial manner to persons in Murphy and in Wylie through dispatching of the closest units based upon fire station locations.

Summary

The cities of Murphy and Wylie have been operating under a handshake agreement to provide assistance to each community under an automatic aid agreement. Both cities have been protected under a long standing mutual aid agreement. Although, differing from mutual aid, automatic aid is given without first authorizing units to respond. As the name implies, the aid is given automatically upon initial dispatch. This MOU is similar to the MOU Murphy and Plano put into place for services along that common border. This will serve to formalize the hand shake agreement.

Background/History

The City of Murphy and the City of Wylie are signatories on the Collin County Mutual Aid Agreement. This agreement provides guidelines and conditions for assisting other agencies in the county. Normally, a mutual aid agreement calls for the aid to be sent only after confirmation with a chief officer on unit availability.

An automatic aid agreement foregoes that approval process and units are sent to the other agency without first authorizing the response. This agreement becomes that authorization. In this manner, minutes are saved in response times. Agencies can better meet expectations, and best practices on scene by cities agreeing to send the closest units.

At the current time, Murphy Fire Rescue requests automatic aid from Wylie on each report of structure fire within the Murphy community. There are also automatic aid received incidents for other alarm types when our Quint/Engine are unavailable. Murphy Fire Rescue reciprocates by providing a Quint/Engine on reports of structure fires in the areas of Wylie that border the City of Murphy. Also, under this agreement, a Quint is provided automatically to the City of Wylie when Wylie Quint 2 is out of service or on another assignment. Ambulances are also included in this automatic aid agreement under the same circumstances discussed for Quints/Engines.

Financial Considerations

Other Considerations

N/A

Action Requested

Authorize the city manager to sign a Memorandum of Understanding (MOU) between the City of Wylie and the City of Murphy for Automatic Assistance on fire and EMS related incidents.

City Manager Comments

This agreement formalizes the verbal MOU between our cities.

Attachments

- 1) MOU Agreement for Auto Aid – Wylie and Murphy

**Memorandum of Understanding Agreement
for Automatic Assistance Between
Wylie and Murphy Fire Departments**

This Memorandum of Understanding (“MOU”) is authorized by the City Manager of the **City of Wylie** and the City Manager of the **City of Murphy** in this agreement dated September 1, 2012, and is authorized by Chapter 791, Texas Government Code, as amended, and is further authorized by approved Resolution of the respective City Councils of the two Cities.

The purpose of the MOU is to outline the procedures for implementing an Automatic Assistance response between the City of Wylie Fire Department, hereinafter referred to as “Wylie” and the City of Murphy Fire Department hereinafter referred to as “Murphy”. This Memorandum is a guide for routine operations/incidents and is not intended to replace or adjust the Agreement for Mutual Aid and Disaster Assistance currently in effect. Automatic Assistance rendered under this MOU shall be considered as a “pre-planned” mutual-aid response conducted under the authority of the existing Agreement for Mutual Aid and Disaster Assistance to which both Cities are a party. The general provisions of said Agreement for Mutual Aid and Disaster Assistance shall be controlling except where such provisions are replaced by this MOU.

Amount and Type of Assistance

This MOU shall enable the pre-planned response of Wylie Fire Department units into the Murphy City Limits, and vice versa, with the intention of allowing, at the sole determination of each city, the most able and/or available emergency unit to respond to a request for service. Wylie and Murphy’s Fire Units may be simultaneously dispatched for all types of emergency calls that occur within either’s jurisdiction.

Incident Management

It is agreed that both agencies will use the National Incident Management System (NIMS) in the management of incidents. Upon arrival, the first arriving company at the emergency scene will assume Command in accordance with its Department’s incident management procedure and promptly transfer such command to an officer of the department in whose jurisdiction the emergency as appropriate. Nothing in this MOU will preclude an officer operating in a City not his/her own from requesting additional resources as appropriate from the City in whose jurisdiction the emergency is occurring.

Communications and Dispatch Procedure

Each city’s Dispatch Center may simultaneously dispatch both Fire Departments. Units will respond on the channel assigned by the Dispatcher initializing the host jurisdictions talk group. Units will advise once enroute and when they arrive on scene. Should Units be unavailable to respond, the dispatching agency will be immediately informed.

Loss, Damage, or Reimbursement

Each City hereto waives all claims against the other Cities hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU, except those caused in whole or in part by the gross negligence of an officer, employee, or agent of another City. Pursuant to § 421.061, Texas Government Code, the City furnishing services under this MOU is not responsible for any civil liability that arises from the furnishing of those services. No City waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this MOU and the performance of the covenants contained herein.

A responding entity shall not be reimbursed by the requesting entity for costs incurred pursuant to this MOU. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this MOU, shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Workmen's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all wage and disability payments, except for those payments the requesting entity is required to pay under the Interlocal Cooperation Act cited above, pension payments, damage to equipment and clothing, medical expenses and expenses of travel, food and lodging shall be paid by the entity in which the employee in question is regularly employed. Each City that performs services or furnishes aid pursuant to this MOU shall do so with funds available from current revenues of the City. No City shall have any liability for the failure to expend funds to provide aid hereunder.

All equipment used by the responding entity's fire department in carrying out this MOU will, during the time response services are being performed, be owned by it; and all personnel acting for the responding entity's fire department under this MOU will, during the time response services are required, be rostered firepersons of the fire department of the responding entity or member of an organized fire department rendering firefighting services to the responding entity.

At all times while equipment and personnel of any responding entity's fire department are traveling to, from, or within the geographical limits of the requesting entity in accordance with the terms of this MOU, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding entity's fire department. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

In the event that an individual performing duties subject to this MOU shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this MOU, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arose out of an

CITY OF WYLIE:

APPROVED BY: _____
Mindy Manson, City Manager

DATE: _____

ATTEST:

Carole Erlich, City Secretary

APPROVED BY: _____
James Fisher, City Manager

DATE: _____

ATTEST:

~~Aimee Nemer, City Secretary~~ [Nancy Meadows, Interim City Secretary](#)

Issue

Consider and/or act on the approval of an ordinance regarding the SUP (with conditions) to allow a drive-through window for a Del Taco on property zoned PD (Planned Development) District Ordinance No. 09-02-784, as amended, for Retail Uses on property located at 102 N. Murphy Road, NE corner of FM 544. (ZF 2012-02)

Staff Resource/Department

Kristen Roberts, Director of Economic and Community Development

Summary

On September 4, 2012, the City Council approved the Specific Use Permit (with conditions) to allow a drive-through window for a Del Taco on property zoned PD (Planned Development) District No. Ordinance 09-02-784, as amended, for Retail Uses on property located at 102 N. Murphy Road, NE corner of FM 544. However, an ordinance must be approved to affirm the Specific Use Permit and related conditions.

Considerations

The following Specific Use Permit conditions are required and are to be reflected on the site plan, landscape plan and elevation plan for this restaurant.

- 1) Include Copper-colored Roof
- 2) Front Patio and Wrought-iron enclosure
- 3) Façade of building to include stone to match Murphy Market Place
- 4) Trash dumpster moved so as not to impede traffic and doors upgraded
- 5) Signage limited to one per building side
- 6) Circulation has been altered so that it is one way (westerly) on northern side of property
- 7) Lot located to the north (next door) is to be leveled, grassed, landscaped and irrigated
- 8) Continuation of Fire Lanes to second property (to the north)
- 9) No parking along the center section of site plan north of the drive-through lane
- 10) Westerly extension of the landscape island at northeast curve of drive-through

Staff Recommendation

Motion to approve an ordinance regarding the SUP (with conditions) to allow a drive-through window for a Del Taco on property zoned PD (Planned Development) District Ordinance No. 09-02-784, as amended, for Retail Uses on property located at 102 N. Murphy Road, NE corner of FM 544. (ZF 2012-02)

Attachments

Ordinance for SUP (with conditions) to allow a drive-through window for a Del Taco
Exhibit A -Legal Description
Exhibit B – Special Use Permit Conditions

ORDINANCE __-__-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE AND MAP, CHAPTER 86 OF THE CITY OF MURPHY CODE OF ORDINANCES BY APPROVING A SPECIFIC USE PERMIT FOR A DRIVE-THROUGH WINDOW FOR A DEL TACO RESTAURANT ON PROPERTY ZONED PLANNED DEVELOPMENT DISTRICT NO. 09-02-784, AS AMENDED, FOR RETAIL USES ON PROPERTY LOCATED AT 102 N. MURPHY ROAD LOCATED IN THE CITY OF MURPHY, COLLIN COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES, APPROVING SPECIFIC USE PERMIT STANDARDS HERETO AS EXHIBIT “B”; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

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

Section 1. That the Comprehensive Zoning Ordinance and Map of the City of Murphy, Texas, be, and the same are hereby, amended so as to approve a Specific Use Permit for a Restaurant (Drive-Through Window), applicable only to Del Taco, on property zoned PD (Planned Development) District Ordinance No. 09-02-784, as amended, for Retail Uses for the property located at 102 N. Murphy Road, in the City of Murphy, Collin County, Texas, and more particularly described in Exhibit “A” attached hereto and made part hereof for all purposes.

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this the 18th day of September 2012.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Nancy Meadows, Interim City Secretary
City of Murphy

EXHIBIT A

BEING all of Lot 3, Block A, Murphy Marketplace - West Addition, City of Murphy, Collin County, Texas and containing 1.04 acres of land, more or less.

EXHIBIT B

ZONING FILE NO. 2012-02

102 N. Murphy Road

SPECIFIC USE PERMIT FOR A RESTAURANT (DRIVE-IN)

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow a Restaurant (Drive-In) compatible with the surrounding area.
- II. **Statement of Effect:** This Specific Use Permit shall not affect any regulation found in the City of Murphy Code of Ordinances, Ordinance No. 06-12-708, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of PD (Planned Development) District No. 09-02-784, as amended, shall apply, except as otherwise specified in this ordinance.
- IV. **Development Plans:**
 - A. Applicability: This Specific Use Permit shall apply only to **Del Taco**.
 - B. Site Plan, Landscape Plan and Elevations: The following Specific Use Permit conditions are required and are to be reflected on the site plan, landscape plan and elevation plan for this restaurant.
 - a) Include Copper-colored Roof
 - b) Front Patio and Wrought-iron enclosure
 - c) Façade of building to include stone to match Murphy Market Place
 - d) Trash dumpster moved so as not to impede traffic and doors upgraded
 - e) Signage limited to one per building side
 - f) Circulation has been altered so that it is one way (westerly) on northern side of property
 - g) Lot located to the north (next door) is to be leveled, grassed, landscaped and irrigated
 - h) Continuation of Fire Lanes to second property (to the north)
 - i) No parking along the center section of site plan north of the drive-through lane
 - j) Westerly extension of the landscape island at northeast curve of drive-through
 - C. Lighting: All light standards shall have shielding to prevent light pollution.

City Council
September 18, 2012

Issue

Hold a public hearing and consider and/or act on amending PD (Planned Development) District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and specific regulations for the district, including, without limitation, permitted land uses for the district comprised of 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy and located at the northeast corner of East FM 544 and North Murphy Road. (This ordinance includes Murphy Marketplace, The Crossing at Murphy Marketplace and the Park Tract)

Background

On October 16, 2000, Ordinance Nos. 00-10-504, 00-10-505 and 00-10-506 were adopted and changed the zoning for the property described in this ordinance from LC/R (Light Commercial/Retail) District, AG (Agricultural) District, SF-1 (Single Family) District, PD/LC (Planned Development Light Commercial) District to Planned Development-Central Business District otherwise known as the TC (Town Center) District.

On November 4, 2006, Ordinance No. 06-11-707 was adopted and changed the zoning for approximately 48.18 acres of the property described in this ordinance from TC (Town Center) District to PD (Planned Development) District for Retail Uses for a development known then as the Murphy Marketplace and now known as the Murphy Marketplace and The Crossing at Murphy Marketplace.

On January 11, 2007, Allen & Loucks Venture, L.P. (the "Developer") entered into three separate but related economic development incentive agreements with the City of Murphy, Texas, the City of Murphy Economic Development Corporation, and the City of Murphy Community Development Corporation, respectively, for Developer to receive financial assistance to establish a quality retail shopping center and lifestyle development within this PD (Planned Development) District by being provided with incentives to develop the property with quality sit down dining restaurants and similar quality retail establishments with the purpose of providing significant increases in the City's sales tax revenues.

On August 18, 2008, Ordinance No. 08-08-758 was adopted which amended the PD (Planned Development) District for Retail Uses for approximately 13.795 acres of the property described in this ordinance by revising certain development conditions.

On October 20, 2008, Ordinance No. 08-10-766 was adopted which amended the PD (Planned Development) District for Retail Uses for approximately 48.18 acres of the property described in this ordinance by revising certain development conditions.

On February 16, 2009, Ordinance No. 09-02-784 was adopted which amended the PD (Planned Development) District for Retail Uses by extending the district to an additional 26.15 acres known as the Park Tract (in part where the RaceTrac business is located) for a total of approximately 74.33 acres, revising the concept plan and certain development conditions.

Considerations

1. A public hearing notification for this proposed zoning change was published in the newspaper as well as notification being mailed to the property owners included in the required 200 feet notification radius.
2. For ease of reference, clean and redline versions of the proposed amended Ordinance, with exhibits A – H, are attached.
3. This ordinance amends the PD (Planned Development) District for Retail Uses for the property at the Murphy Marketplace, The Crossing at Murphy Marketplace and the Park Tract, approximately 74.33 acres, by amending the City zoning map, and amending the development conditions, plans and regulations within the District.
4. It specifically amends the list of land uses within the District by right or SUP.
5. It will also improve the exhibits to the prior ordinances, which will apply as the property develops.
6. Staff has met with Mr. Langford at length numerous times on various components of the proposed changes and his responses and requests to the most recent discussions, including the August 27, 2012, Planning & Zoning Commission meeting, are attached for your review.
7. Following action on this item, staff will prepare an ordinance reflecting all appropriate amendments for City Council approval.

Other Considerations

Proposed definition for “high quality restaurant”:

All restaurants in the Planned Development District shall be High Quality Restaurants. High Quality Restaurants shall include restaurants with table seating and table service and dining; cafeteria style service with table dining; or counter seating and service with a full bar service. High Quality Restaurants do not include restaurants with counter seating and service without a full service bar; that primarily serve fast food with a menu above the counter and little or no wait staff; that primarily serve take-out food; or that have a drive-through.

Board Discussion/Action

On August 27, 2012, the Planning & Zoning Commission voted unanimously in favor of staff's recommended changes with the note that if *high quality* is to be included in the zoning definition then it is requested to be further defined by the City Council.

City Council
September 18, 2012

Staff Recommendation

Staff is recommending approval of the amendments including revising the development conditions, plans and specific regulations for the district, including, without limitation, permitted land uses for the district and defining high quality restaurant.

Attachments

Proposed Amended Ordinance (clean version)(with exhibits)
Proposed Amended Ordinance (redline version)(with prior exhibits)
Reply Forms – Eric Langford
Reply Form – Mr. Bauer

Kristen Roberts, Director of Economic and Community Development
Submitted By

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, CODIFIED IN CHAPTER 86 OF THE CODE OF ORDINANCES OF THE CITY OF MURPHY, BY AMENDING AN EXISTING PLANNED DEVELOPMENT DISTRICT FOR RETAIL USES COMMONLY KNOWN AS THE MURPHY MARKETPLACE, THE CROSSING AT MURPHY MARKETPLACE AND THE PARK TRACT, ON APPROXIMATELY 74.33 ACRES OUT OF THE JAMES MAXWELL SURVEY, ABSTRACT NO. 582, LOCATED IN THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES, AMENDING AND APPROVING THE PLANNED DEVELOPMENT CONDITIONS, PLANS AND SPECIFIC REGULATIONS FOR THE DISTRICT, INCLUDING WITHOUT LIMITATION, PERMITTED LAND USES FOR THE DISTRICT ATTACHED HERETO AS EXHIBIT "B", APPROVING A CONCEPT PLAN ATTACHED HERETO AS EXHIBIT "C", APPROVING A LANDSCAPE PLAN ATTACHED HERETO AS EXHIBIT "D", APPROVING AN EXTERIOR ELEVATION PLAN ATTACHED HERETO AS EXHIBIT "E", APPROVING A SIGNAGE PLAN ATTACHED HERETO AS EXHIBIT "F", APPROVING AN AMENITIES PLAN ATTACHED HERETO AS EXHIBIT "G" AND APPROVING A NORTH MAXWELL CREEK ROAD PLAN ATTACHED HERETO AS EXHIBIT "H"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance Nos. 00-10-504, 00-10-505 and 00-10-506, adopted on October 16, 2000, changed the zoning for the property described in this ordinance from LC/R (Light Commercial/Retail) District, AG (Agricultural) District, SF-1 (Single Family) District, PD/LC (Planned Development Light Commercial) District to Planned Development-Central Business District otherwise known as the TC (Town Center) District; and

WHEREAS, Ordinance No. 06-11-707, adopted on November 4, 2006, changed the zoning for approximately 48.18 acres of the property described in this ordinance from TC (Town Center) District to PD (Planned Development) District for Retail Uses for a development known

then as the Murphy Marketplace and now known as the Murphy Marketplace and The Crossing at Murphy Marketplace; and

WHEREAS, on January 11, 2007, Allen & Loucks Venture, L.P. (“Developer”) entered into three separate but related economic development incentive agreements with the City of Murphy, Texas, the City of Murphy Economic Development Corporation, and the City of Murphy Community Development Corporation, respectively, for Developer to receive financial assistance to establish a quality retail shopping center and lifestyle development within this PD (Planned Development) District by being provided with incentives to develop the property with quality sit down dining restaurants and similar quality retail establishments with the purpose of providing significant increases in the City’s sales tax revenues; and

WHEREAS, Ordinance No. 08-08-758, adopted on August 18, 2008, amended the PD (Planned Development) District for Retail Uses for approximately 13.795 acres of the property described in this ordinance by revising certain development conditions; and

WHEREAS, Ordinance No. 08-10-766, adopted on October 20, 2008, amended the PD (Planned Development) District for Retail Uses for approximately 48.18 acres of the property described in this ordinance by revising certain development conditions; and

WHEREAS, Ordinance No. 09-02-784, adopted on February 16, 2009, amended the PD (Planned Development) District for Retail Uses by extending the district to an additional 26.15 acres known as the Park Tract for a total of approximately 74.33 acres, revising the concept plan and certain development conditions; and

WHEREAS, this ordinance shall amend the PD (Planned Development) District for Retail Uses for the property described hereinbelow by in part revising the development conditions, plans and specific regulations for the PD (Planned Development) District as set forth

hereinbelow; and

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

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

Section 1. All the above premises above are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

Section 2. The Comprehensive Zoning Ordinance and Map of the City of Murphy, Texas, be, and the same are hereby amended so as to amend a PD (Planned Development) District for Retail Uses for the property described as 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy, Collin County, Texas, and more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes.

Section 3. The development conditions, plans and regulations for this Planned Development District are attached hereto as Exhibit "B", and the same are hereby approved for said PD (Planned Development) District as required by Section 86-603, of the City of Murphy, Texas, Code of Ordinances.

Section 4. The concept plan, landscape plan, exterior elevation plan, signage plan, amenities plan and North Maxwell Creek Road plan for this PD (Planned Development) District

are attached hereto as Exhibits “C”, “D”, “E”, “F”, “G” and “H”, respectively, and the same are hereby approved for said PD (Planned Development) District as required by Sections 86-603 and 86-604, of the City of Murphy, Texas, Code of Ordinances.

Section 5. Chapter 86 of the City of Murphy Code of Ordinances, as amended, shall be and remain in full force and effect save and except as amended by this ordinance.

Section 6. This ordinance shall amend the PD (Planned Development) District for Retail Uses for the property described herein as set forth in this ordinance and shall amend, repeal and supersede all prior amendments to the PD (Planned Development) District for Retail Uses for the property described herein to the extent of the amendments in this ordinance.

Section 7. Severability Clause. If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of the Comprehensive Zoning Ordinance, Chapter 86 of the City of Murphy, Texas, Code of Ordinances, and the remaining portions shall remain in full force and effect.

Section 8. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Murphy, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 9. Penalty Clause. Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Murphy, Texas, shall be punished by a fine not to exceed the sum of

two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

Section 10. Effective Date. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this _____ day of _____, 2012.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

_____, City Secretary
City of Murphy

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney
City of Murphy

EXHIBIT "A"

PROPERTY

EXHIBIT A

Legal Description

Being all of Murphy Marketplace West Addition, Murphy Marketplace East Addition, The Crossing at Murphy Marketplace Addition, and the Park Tract, City of Murphy, Collin County, Texas, and more particularly described in the attachments that follow:

Location Map - Zoning File 2009-01

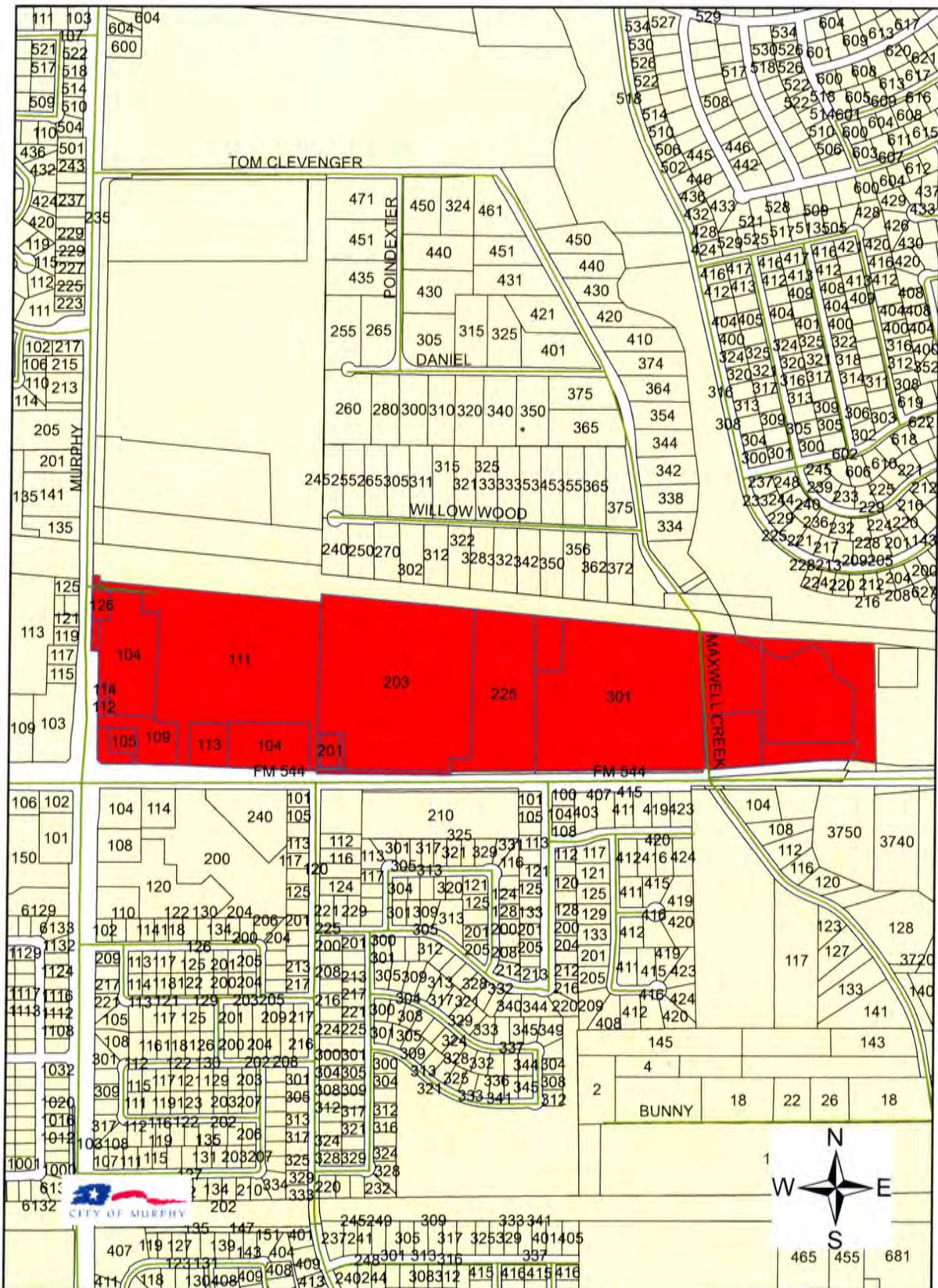


Table with columns: TRACT, AREA, ACRES, COMMENTS. Lists various tracts and their corresponding areas and acreages.

Table with columns: TRACT, AREA, ACRES, COMMENTS. Continuation of tract list from the previous table.

Table with columns: TRACT, AREA, ACRES, COMMENTS. Continuation of tract list from the previous table.

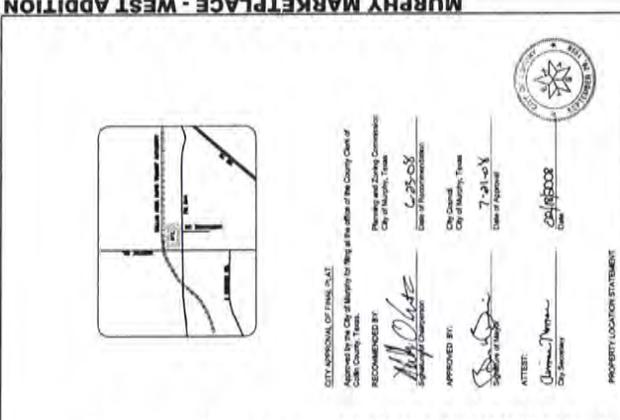
Table with columns: TRACT, AREA, ACRES, COMMENTS. Continuation of tract list from the previous table.

PROPERTY OWNERS CERTIFICATE
COUNTY OF DALLAS
COUNTY OF COLLIN
COUNTY OF TARRANT
COUNTY OF WISDOM

KNOW ALL MEN BY THESE PRESENTS:
That, Brian C. Wright, do hereby certify that I prepared this plat from an actual and correct survey of the land and that the corner monuments shown thereon are the true and correct monuments of the land described in the accompanying plat.

APPROVED BY:
City Council
City of Murphy, Texas
Date of Approval: 7-21-09

PROPERTY LOCATION STATEMENT
This plat is located in the corporate limits of the City of Murphy, Collin County, Texas.
APPROVED BY:
City Council
City of Murphy, Texas
Date of Approval: 7-21-09



APPROVED BY:
City Council
City of Murphy, Texas
Date of Approval: 7-21-09

EXHIBIT A

STATE OF TEXAS
COUNTY OF COLLIN

BEING all that tract of land in the City of Murphy, Collin County, Texas out of the James W. Maxwell Survey, A-582, and being all of that called 22.762 acres described in a deed to MSW Murphy Road, LLC, a Texas Limited Liability Company, recorded in Volume 4391, Page 3105 of the Deed Records of Collin County, Texas and being Lots 1, 2 and 44, Block A of the Murphy Town Center Addition, an Addition to the City of Murphy, Texas as recorded in Volume P, Page 44 of the Plat Records of Collin County, Texas and being all of that called 25.419 acres described in a deed to TYF Partnership, recorded in County Clerks Number 2000-0105494 of said Deed Records and being further described as follows

BEGINNING at a 1/2 inch steel rod found in the South R.O.W. line of Dallas Area Rapid Transit Authority R.O.W. as recorded in Volume 3424, Page 126 of said Deed Records, said point being the northeast corner of this tract and the northwest corner of the TYF Partnership Tract as recorded in County Clerk's. file # 2000-0105494 of said Deed Records;

THENCE North 01 degrees 47 minutes 20 seconds East (Bearing basis), 50.06 feet along the east line of said TYF tract, to a 1/2" steel rod set for corner in the south line of said Dallas Area Rapid Transit Authority right-of-way;

THENCE South 83 degrees 58 minutes 36 seconds East, 1275.41 feet along said south line to a 1/2" steel set for corner at the northwest corner of that called 13.8031 acre tract described in a deed to Chia Yu Chen as recorded in Volume 2777, Page 672 of said Deed Records;

THENCE South 00 degrees 50 minutes 24 seconds East, 817.20 feet along the east line of said 13.8031 acre tract to a 1/2" steel set for corner on the north line of FM 544, a variable width right-of-way;

THENCE North 89 degrees 44 minutes 58 seconds West, 534.15 feet along said north line, to a TxDOT aluminum disk found for corner;

THENCE North 89 degrees 42 minutes 57 seconds West, 623.01 feet continuing along said north line, to a TxDOT aluminum disk found for corner at the beginning of a non-tangent curve to the left;

THENCE northwesterly, 4.66 feet, along said curve to the left having a radius of 9488.99 feet and a central angle of 0 degrees 01 minutes 41 seconds (chord bears North 88 degrees 36 minutes 57 seconds West, 4.66 feet) to a 1/2 inch steel rod set in said north line and at the southeast corner of that certain tract described in a deed to the North Texas Municipal Water District, (NTMWD) recorded in Volume 617, Page 255 of said Deed Records;

THENCE North 00 degrees 20 minutes 17 seconds East, 200.03 feet along the east line of said NTMWD tract, to a 1/2" steel rod set at the northeast corner of said NTMWD tract;

THENCE North 89 degrees 44 minutes 46 seconds West, 142.98 feet, along the north line of said NTMWD tract

THENCE South 01 degrees 47 minutes 20 seconds West, 198.62 feet along the West line of said TYF tract to a 5/8 inch steel rod found for corner and being on the North R.O.W. line of F.M.

EXHIBIT A

EXHIBIT A

Highway 544 (variable width R.O.W.), said corner also being the beginning of a non-tangent curve to the right;

THENCE Northwesterly, 443.54 feet along said curve to the right having a radius of 9,489.00 feet, and a central angle of 02 degrees 40 minutes 42 seconds, (chord bears North 87 degrees 28 minutes 16 seconds West, 443.54 feet) to a TxDOT aluminum cap found for corner;

THENCE South 03 degrees 52 minutes 40 seconds West, 1.56 feet, continuing along said north R.O.W. line, to a ½ inch steel rod set for corner;

THENCE North 86 degrees 09 minutes 43 seconds West, 34.46 feet continuing along said north R.O.W. line, to a ½ inch steel rod found for corner at the southwest corner of Lot 3, Block A of said Murphy Town Center Addition and the Bank of America tract as recorded in Volume 5462, Page 2608 of said Deed Records;

THENCE North 01 degrees 47 minutes 20 seconds East, 233.32 feet along the west line of said Lot 3, to a ½ inch steel rod found for corner;

THENCE North 88 degrees 12 minutes 40 seconds West, 204.67 feet along the north line of said Lot 3, to a ½ inch steel rod found for corner;

THENCE South 01 degrees 47 minutes 20 seconds West, 226.00 feet along the west line of said Lot 3, to an "X" cut set for corner on said north R.O.W. line;

THENCE North 86 degrees 09 minutes 43 seconds West, 197.74 feet along said North R.O.W. line to a ½ inch steel rod found for a corner, said corner also being the beginning of a tangent curve to the right;

THENCE Northwesterly, 64.57 feet along said curve to the right having a radius of 9,614.00 feet and a central angle of 00 degrees 23 minutes 05 seconds (chord bears North 88 degrees 15 minutes 24 seconds West, 64.57), continuing along said north R.O.W. line, to a 5/8 inch steel rod found for corner;

THENCE North 83 degrees 07 minutes 19 seconds West, 16.55 feet, continuing along said north R.O.W. line to a ½ inch steel rod found at the southeast corner of the GTE tract as recorded in Volume 1441, Page 866 of said Deed Records;

THENCE North 02 degrees 14 minutes 54 seconds East, 189.22 feet along the east line of said GTE Tract, to a 1 inch steel rod found for corner;

THENCE North 89 degrees 12 minutes 07 seconds West, 147.88 feet, along the north line of said GTE Tract, to a ½ inch steel rod found for corner;

THENCE South 02 degrees 14 minutes 54 seconds West, 129.75 feet, along a west line of said GTE Tract to a ½ inch steel rod found for corner;

THENCE South 89 degrees 12 minutes 07 seconds East, 128.00 feet along the south line of said GTE Tract, to a ½ inch steel rod found for corner;

THENCE South 02 degrees 14 minutes 54 seconds West, 57.33 feet along a west line of said GTE Tract, to a ½ inch steel rod found for corner on said north R.O.W. line;

EXHIBIT A

EXHIBIT A

THENCE North 83 degrees 07 minutes 19 seconds West, 63.90 feet along said north R.O.W. line, to a ½ inch steel rod found for corner, said corner also being the beginning of a non-tangent curve to the right;

THENCE Northwesterly, 102.66 feet along said curve to the right having a radius of 9,624.00 feet and a central angle of 00 degrees 36 minutes 40 seconds (chord bears North 89 degrees 58 minutes 40 seconds West, 102.66 feet), continuing along said north R.O.W. line to a 1/2 inch steel rod found for corner;

THENCE North 44 degrees 30 minutes 05 seconds West, 28.16 feet to a ½ inch steel rod found for a corner, said corner also being the beginning of a non-tangent curve to the right and on the East R.O.W. line of Murphy Road (F.M. Highway 2551, a variable width R.O.W.);

THENCE Northeasterly, 235.97 feet along said curve to the right having a radius of 8315.00 feet and a central angle of 01 degrees 37 minutes 34 seconds (chord bears North 01 degrees 34 minutes 49 seconds East, 235.97 feet), along said east R.O.W. line to a ½ inch steel rod found at the southwest corner of the Ralph Dean Vail Tract as recorded in C.C. no. 92-0041249 of said Deed Records;

THENCE South 89 degrees 36 minutes 31 seconds East, 61.08 feet along the south line of said Vail Tract, to a 4 inch steel pipe found for corner;

THENCE North 02 degrees 24 minutes 40 seconds East, 157.42 feet along the east line of said Vail Tract to a 5/8 inch steel rod found for corner;

THENCE North 89 degrees 18 minutes 38 seconds West, 60.45 feet along the north line of said Vail Tract, to a ½ inch steel rod found for corner on said east R.O.W. line;

THENCE North 03 degrees 15 minutes 51 seconds East, 181.83 feet along said east R.O.W. line to a ½ inch steel rod found for corner;

THENCE North 02 degrees 30 minutes 13 seconds East, 157.23 feet continuing along said east R.O.W. line to a ½ inch steel rod found for corner;

THENCE South 84 degrees 58 minutes 05 seconds East, 57.13 feet to a ½ inch steel rod found for corner;

THENCE North 02 degrees 55 minutes 00 seconds East, 150.09 feet to a ½ inch steel rod found for corner;

THENCE North 84 degrees 00 minutes 00 seconds West, 58.94 feet to a ½ inch steel rod found for corner;

THENCE North 02 degrees 17 minutes 00 seconds East, 50.13 feet to a ½ inch steel rod set for corner;

THENCE South 84 degrees 00 minutes 00 seconds East, 1,160.59 feet along said South R.O.W. of the Dallas Area Rapid Transit Authority, to the POINT OF BEGINNING and containing 48.182 acres of land, more or less.

EXHIBIT A

EXHIBIT A

The Park Tract

Being all of the following tracts of land situated in the James Maxwell Survey, Abstract No. 582, City of Murphy, Collin County Texas and containing approximately 13.182 acres of land:

1. Property ID: 2646073; Geo ID: R-6582-000-0290-1; Tract 29; 3.7438 acres
2. Property ID: 2656717; Geo ID: R-9792-00A-0010-1; Racetrac Addition (CMR), Block A, Lot 1, 1.908 acres
3. Property ID: 1129996; Geo ID: R-6582-000-0590-1; Tract 59; 0.14 acres
4. Property ID: 364377; Geo ID: R-6582-000-0260-1; Tract 26; 4.691 acres
5. Property ID: 2520495; Geo ID: R-6582-000-0560-1; Tract 56; 2.6992 acres
6. Property ID: 2520494; Geo ID: R-658-000-029R-1
7. Property ID: 2520496; Geo ID: R-6582-000-056R-1

EXHIBIT "B"

PLANNED DEVELOPMENT CONDITIONS

EXHIBIT B

ZONING FILE NO. 2009-01

Property Located North of FM 544
Between North Murphy Road (FM 2551) and North Maxwell Creek Road

PLANNED DEVELOPMENT DISTRICT CONDITIONS

- I. **Statement of Intent:** The intent of this Planned Development District is to provide high quality mixed-use, primarily retail, development that is consistent with the Comprehensive Plan and that is beneficial and complementary to the City of Murphy in terms of visual identity.
- II. **Statement of Purpose:** The purpose of this Planned Development District is to ensure that any development that occurs within the property designated by this Planned Development District encourages a mixed-use application including, but not limited to the following.
 - High Quality Restaurants
 - Upscale Retail Shops and Boutiques
- III. **Statement of Effect:** This Planned Development shall not affect any regulation in the Comprehensive Zoning Ordinance of the City of Murphy found in the City of Murphy, Texas, Code of Ordinances (Ordinance No. 06-12-708, as amended, and hereinafter referred to as the "Code of Ordinances"), except as specifically provided herein. The administration and interpretation of the plans and regulations of the Planned Development District, including Permitted Uses, shall be with the City Manager or his designee.
- IV. **General Regulations:** the base zoning districts for the Planned Development District shall be Office and Retail Districts. Therefore, regulations contained in the Code of Ordinances applicable to the following zoning districts shall be included by reference and shall apply for each of the specified areas of the concept plan listed below, except as otherwise specified by this ordinance.
 - A. Article III, Division 12 – Office District (O)
 - B. Article III, Division 14 – Retail District (R)
- V. **Development Plans:**
 - A. Concept Plan: Development shall be in general conformance with the approved concept plans and site plans set forth in Exhibit C; however, in the event of conflict between the concept plans and/or site plans and the conditions, the conditions shall prevail. A concept plan shall be required and approved in accordance with Article II, Division 5 of the Code of Ordinances (public hearing) for any area not governed by an approved concept plan.
 - B. Landscape Plan: Development shall be in general conformance with the approved landscape plan set forth in Exhibit D; however, in the event of conflict between the landscape plan and the conditions, the conditions shall prevail.
 - C. Exterior Elevation Plan: Development shall be in general conformance with the approved exterior elevations as set forth in Exhibit E; however, in the event of

- conflict between the exterior elevations and the conditions, the conditions shall prevail.
- D. Signage Plan: Development shall be in general conformance with the approved signage plan as set forth in Exhibit F; however, in the event of conflict between the signage plan and the conditions, the conditions shall prevail.
 - E. Amenities Plan: Development shall be in general conformance with the approved amenities plan as set forth in Exhibit G; however, in the event of conflict between the amenities plan and the conditions; the conditions shall prevail.
 - F. North Maxwell Creek Road Plan: North Maxwell Creek Road shall be upgraded in general conformance with the North Maxwell Creek Road plan as set forth in Exhibit H and in accordance with the City of Murphy construction requirements. However, in the event of conflict between the exhibits, the conditions, and/or the generally accepted construction standards, the standards and conditions (in this order) shall prevail.
 - G. The Concept Plan, Landscape Plan, Exterior Elevation Plan, Signage Plan and Amenities Plan approval shall be for a period of one year from the date of City Council action on each plan. If within that one-year period a site plan has been submitted for a portion of the development, then the concept plan shall be deemed to have no expiration date. Site plans shall be valid for a period of one year from the date of City Council action on the plan.
 - H. Site Plan – A Site Plan shall be submitted in accordance with the requirements set forth in Article II, Division 7 of the Code of Ordinances. The Site Plan may be for all or any part of the land within the Planned Development District.

VI. Specific Regulations:

- A. Permitted Uses. The following land uses listed below are the only uses authorized by right or by SUP within the Planned Development District. All other land uses contained in Article VI. Use Regulation Sections 86-661 through 86-680 (See Appendix A-3 Use Regulations Chart) of the Code of Ordinances, as amended, for Retail and Office Districts not listed herein are expressly prohibited. Uses that must be authorized by SUP must be approved following the procedures set forth in Article V. Specific Use Permits, Sections 86-631 through 86-660 of the City of Murphy, Texas, Code of Ordinances, as amended.
 - 1. Amusement Services (Indoors)
 - 2. Antique Shop (household items only; no outside storage)
 - 3. Art Dealer/Gallery
 - 4. Artist Studio
 - 5. Bakery (Retail)
 - 6. Bank, Savings and Loan, or Credit Union (Stand Alone with drive-through)(limited to one)
 - 7. Barber/Beauty Shop (Non-college)
 - 8. Bed and Breakfast Inn (SUP)
 - 9. Book Store
 - 10. Civic Club

EXHIBIT B

11. Department Store
12. Dinner Theater
13. Financial Services (Advice/Invest)
14. Florist
15. Furniture Home Furnishings or Appliance Store (Indoor)
16. Hardware Store
17. Health Club (Physical Fitness)
18. Hotel/Motel (SUP)
19. Laundry/Dry Cleaning (Drop Off/Pickup Only)
20. Library (Public)
21. Motion Picture Theater (Indoors)
22. Museum (Indoors Only)
23. Offices
 - a. Insurance Agency Offices
 - b. Legal Services Offices
 - c. Medical Offices/Clinic (SUP)
 - d. Professional Offices
 - e. Real Estate Offices
 - f. Travel Agency
24. Park and/or Playground (SUP)
25. Pet Shop/Supplies
26. Pharmacy
27. Photo Studio
28. Photocopying/Duplicating
29. Restaurant or Cafeteria (with no drive-through/no drive-in service)
30. Restaurant or Cafeteria (with drive-through/drive-in service) (SUP)
31. Retail Store
32. Shoe Repair
33. Tailor Shop
34. Theater (Non-Motion Picture; Live Drama)
35. Any land use having more than sixteen (16)-hour operations per day (SUP)

B. Area and Yard Regulations:

1. Setbacks From Property Lines Adjacent To Streets:
 - a. Building Setbacks - No building of any kind and no part thereof shall be placed within the following setback lines:
 - i. Minimum 50 feet from FM 544 and FM 2551 (Murphy Road).
 - ii. Minimum 50 feet from North Maxwell Creek Road right-of-way.
 - iii. Minimum 50 feet from right-of-way of all other public streets, roads, etc.
 - b. Landscape Setbacks

EXHIBIT B

- i. Minimum 15 feet from FM 544 and FM 2551 (Murphy Road).
 - ii. Minimum 15 feet from North Maxwell Creek Road right-of-way.
 2. Setbacks From Property Lines Not Adjacent To Streets:
 - a. Building Setbacks – No building of any kind and no part thereof shall be placed within the following setback lines:
 - i. Minimum 15 feet from rear and side lines of the overall property and each tract or 0 feet with landscaping, except where buildings on adjacent lots abut each other. In the case of abutting buildings, the building setback shall be 0 feet.
 - ii. Minimum 50 feet abutting residential districts for single story buildings not exceeding an average of 35 feet in height. However, any proposed theaters shall have an average maximum height of 45 feet. All pad sites along FM 544 shall have a maximum average height of 25 feet.
 - iii. Maximum 50 feet along the DART right-of-way along the north property line.
 3. There is no maximum building size as long as fire standards and other site requirements, such as parking and landscaping, etc. are met.
- C. Parking, Driveways & Sidewalks:
 1. Parking areas shall not be permitted within any landscape buffer strip.
 2. Parking shall not be permitted in front of the building except that parking may be provided in front of the building at a ratio not greater than 15 percent. Retail and restaurant uses are exempt from this requirement.
 3. Fire lanes, driveway, loading areas and access easements shall be paved in accordance with the minimum design standards of the City of Murphy codes and ordinances.
 4. The number of required parking spaces shall be dependent upon the use and shall meet the requirements of the City of Murphy Code of Ordinances. All pads (in-line or stand-alone with a footprint larger than 19,000 square feet shall be considered commercial in zoning and provide parking at a rate of 1 space for every 250 square feet. All pads smaller than 19,000 square feet shall be considered retail or restaurant and shall have parking according to the Code of Ordinances. Parking for any proposed theater shall be provided at a ratio of 1 space for every 5 seats.
 5. No required parking space may be occupied by signs, cart corrals, merchandise, or display items at any time.

EXHIBIT B

6. Sidewalks along FM 544 and North Maxwell Creek Road shall be a minimum of 8 feet in width.

D. Loading and Unloading

1. Truck loading berths and apron space shall not be located on the street side of any building, however, and exceptions can be addressed during site plan approval. In those instances where 3 or more sides of the building face dedicated streets, the loading berth shall be screened from view.
2. Truck loading berths and apron space shall not be located within any required setback or landscape buffer strip.

E. Minimum Exterior Construction Standards, Building Materials and Design – Exterior Construction and Design Requirements shall be architecturally compatible with the approved elevation plans for Murphy Marketplace as shown in Exhibit E, except as provided below.

1. Color schemes shall reflect a certain quality and expression consistent with the architectural character and design of the structure. Accent colors may be used to identify architectural features or highlight details. The use of primary or garish colors shall not be predominately used on the exterior facade of any structure.
2. Stand fans, skylights, cooling towers, communication towers, satellite dishes, vents, and any other structures or equipment, whether located on the roof or elsewhere, shall be architecturally compatible or effectively shielded from view from any public or private dedicated street by an architecturally sound method.
3. Each commercial building, complex of buildings, or separate commercial business enterprises shall have a trash bin on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, handling, moving, storing, removing and disposing of all waste materials must be housed or screened from view.
4. Building roofs shall be so designed and constructed as to prevent water ponding and to shed water in a reasonable amount of time. Built-up roofs and roof-top items which include equipment, piping, flashing, and other items shall be maintained for continuity of the roof appearance.
5. Roof top equipment, piping, flashing, and other items on the roof shall be screened by a perimeter parapet wall so as not to be visible from roadways.
6. In all cases, mechanical equipment on roofs and outcroppings should be clad by a like building material or painted with a color scheme similar to the principal structure walls or roof.

EXHIBIT B

- F. Landscape Standards. Landscaping shall be compatible with the approved landscape plan as shown in Exhibit D and comply with the standards set forth in Article VII, Division 3 of the Code of Ordinances, except as provided below.
1. All landscaping shall use a unified design for the entire property. Landscaping shall be required on all developments within the Planned Development District and shall be complete prior to the issuance of any certificate of occupancy or final building inspection for the development. An automatic underground irrigation system shall be installed and maintained for all required landscaping and shall be in place and operable at time of planting.
 2. A landscape buffer shall be provided fifteen (15) feet in depth adjacent to the right-of-way of FM 544, fifteen (15) feet in depth adjacent to North Maxwell Creek Road and ten (10) feet in depth adjacent to all other roads (includes public streets and private access drives) as measured from the back of curb of the public or private street to the back of curb of any site paving. No parking may be placed within any landscape buffer. Pedestrian easements may be located within a landscape buffer. The width of the sidewalk may be included in the calculation of the buffer depth for fifteen (15) foot buffers, but may not be included in the calculation of the buffer depth for ten (10) foot buffers.
 3. A landscape buffer shall be provided for an average of fifteen (15) feet in depth adjacent to the Southern Pacific/DART Railroad right-of-way.
 4. Parking Lots:
 - a. A minimum percentage of the parking area shall be landscaped according to the following requirements. Such landscaping shall be distributed within the parking area, occurring within medians, islands, or peninsulas. All such landscape areas shall be protected by concrete curbing or other acceptable devices which prohibit vehicular access to landscaped areas. Bumper overhang shall not be included as part of required landscaping. A permeable area no less than four (4) feet by four (4) feet shall be provided surrounding each tree located in a surface parking area.
 1. A total of five (5) percent of the interior of the entire parking lot regardless of location, shall be landscaped. One large tree or three (3) ornamental trees from the Plant List, shall be provided for each twelve (12) parking spaces, and planted within the five (5) percent area. Trees shall be distributed so that bays of parking spaces shall not exceed eighteen (18) spaces in length.
- G. Screening. Screening shall comply with the standards set forth in Article VII, Division 5 of the Code of Ordinances, except as provided below.
1. All screening at the rear of the property will be a live screen where required. Plant materials shall conform to the standards of the approved plant list in Section 50 and the current edition of the "American Standard

EXHIBIT B

for Nursery Stock” (as amended), published by the American Association of Nurserymen. Bald Cyprus trees are excluded from the approved list. The existing railroad berm will also serve as a natural screen between the nonresidential and residential districts.

2. All truck docks/loading areas for anchor stores with a footprint greater than 100,000 square feet shall be screened from view through the use of 12-foot all masonry walls (which are the same colors and materials as main building). All other screening of the rear of the site shall be living screens (eight foot height and at least 75 percent capacity within four years of planting unless such areas are screened from public views by a building).
 3. Outside seasonal displays shall be permitted with the Planned Development District.
- H. Site Lighting. Lighting shall comply with the standards set forth in Article VII, Division 9 of the Code of Ordinances, except as provided below.
1. Lighting should be provided for vehicular, pedestrian, signage, architectural and site features.
 2. Site lighting fixtures used along entrance driveways and parking areas shall be uniform and a consistent design within the development. Lighting standards for illuminating these areas shall be no taller than 40 feet high. However, the height of all light standards shall be subject to review of the lighting plan during the Site Plan review.
 3. The pattern of light pooling from each fixture shall be carefully considered to provide smooth, even lighting of driveways and parking, while eliminating light intrusion into adjacent property outside of the planned development district. Parking areas shall have a minimum of 3-foot candles initial and a minimum average of 2-foot candle on a maintained basis. Light sources shall be metal halide, mercury vapor or of similar color. Yellow/orange source lights are prohibited from use. Incandescent source lighting should be considered for pedestrian areas and near buildings.
 4. Pedestrian walkways, courts, gardens and entrance areas shall be illuminated to enhance the pedestrian qualities of the development. Low level fixtures should complement the architectural design and focus on quality landscape lighting that will enhance the development.
 5. General illumination shall commence one half hour before sunset and last until the Building Site is closed for the evening. Parking structures and pedestrian walkways shall be illuminated during all hours of darkness and when poor weather conditions warrant.
- I. Signage and Graphics: On-site signage will be in accordance with the Signage Criteria package provided and included as Exhibit F. Signage shall comply with the standards set forth in Article VII, Division 11 of the Code of Ordinances, except as provided below or within the Signage Criteria package (Exhibit F).

EXHIBIT B

1. General
 - a. Monument signs - One (1) monument sign shall be allowed on each lot and shall be limited to a maximum area of 50 square feet.
2. Anchor Signs
 - a. Anchor signs will only be allowed for tenants with a total building footprint of 10,000 square feet or above.
 - b. Anchor signs shall be internally illuminated aluminum channel letters with 1/8" Plexiglass front. The maximum letter height shall be 5'6".
 - c. All anchor signs shall be illuminated until 10:00 pm regardless of store hours.
 - d. Ancillary signs shall not exceed the size of the primary signs. The length of the sign shall not exceed 80% of the tenant width or the width of the architectural element.
3. Retail Signage
 - a. Retail signage requirements will apply to tenants with a total building footprint of 9,999 square feet or less.
 - b. Retail signs shall be individually backlit aluminum channel letters over 1/8" aluminum "outline" panel to be offset 2".
 - c. Typefaces, logos, and colors are subject to the landlord's approval and subject to the City of Murphy requirements.
 - d. The length of the retail sign shall not exceed 80% of the tenant width or the width of the architectural element.
 - e. The letter height shall range between a minimum of 1' to a maximum of 2'-6".
 - f. For corner tenants and freestanding buildings, secondary signage shall not exceed the size of the primary signage.
4. Monument Signs
 - a. Multi-tenant monument signs shall identify multiple tenants or uses within a given area. Single-tenant monument signs shall identify a single tenant and one shall be allowed on each lot. Locations of the monuments signs are as shown within the Signage Criteria package.
 - b. Multi-tenant monument signs shall be a maximum of 10 feet tall. Single-tenant monument signs shall be a maximum of 7 feet tall.
 - c. All monument signs shall be double-sided, internally illuminated Plexiglass sign panels contained within a masonry structure. Monument signage may also be lit by ground mounted flood lighting or internal letter illumination either face lit or reverse channel lit. Light fixtures should be screened from view in front of the sign.

EXHIBIT B

- d. Monument signs shall be located at a set-back distance of not less than eight (8) feet from the right-of-way line of any adjacent street and incorporated within the landscaping area or buffer.
- e. Multi-tenant monument signs: The maximum structure area for the multi-tenant monument sign shall be 184 square feet. The maximum signage area will be 94 square feet. Signage shall be similar to detail shown within the Signage Criteria package.
- f. Single-tenant monument signs: The maximum structure area for the single-tenant monument sign shall be 80 square feet. The maximum signage area will be 25 square feet. Signage shall be similar to detail shown within the Signage Criteria package.
- g. Construction of monument signs shall include a base of material compatible with the material used for buildings.

5. Temporary Marketing Signage

- a. One (1) quality temporary marketing signs shall be permitted on the development on FM 544. These signs shall be allowed for a term of twelve (12) months from the date of installation. Temporary marketing signs may be permitted for a longer period of time upon approval by the City.
- b. The maximum signage area will be 64 square feet. The maximum height shall be 8 feet. Signage shall be similar to detail shown within the Signage Criteria package.
- c. All other temporary signage not specifically referred to in the Signage Criteria package or in this section shall comply with the City of Murphy standards.
- d. Construction of temporary signs are not required to be constructed of the material used for buildings.

J. Open Space

- 1. Development within the property shall make a positive impact to the City by providing defined public spaces and activity centers so that varied activities are encouraged within these areas. This can be accomplished through the incorporation of open spaces that become public amenities and that provide interest within the property at the pedestrian level.
- 2. Outdoor Seating. Any establishment serving food for consumption on-premises is encouraged to provide an outdoor seating area and need to be approved with the site plan. The outdoor seating area may be included as a portion of the 5% open space requirement as stated in the following subsection 3..
- 3. An additional 5% of open space is required in addition to the landscape, setback, and parking lot island requirements. The additional 5% may be located adjacent to the required setbacks or landscaping at the ROW and

property lines or in front or in some cases to the side of the structure. The additional open space percentage may not include the building footprint or vehicular parking lot. This area and associated amenities shall be approved on the site plan. At least one of the following amenities shall be located within the additional 5% open space area and count towards the required percentage.

- a. Water feature, such as a fountain or detention pond with constant water level.
 - b. Plaza or courtyard with art sculpture piece.
 - c. Outdoor patio or gazebo with seating area.
 - d. Other areas for pedestrian congregation, as may be approved on the site plan.
4. Outside seasonal displays are allowed within the Planned Development District. Outside storage is not allowed.

VII. Special Regulations:

North Maxwell Creek Road: As a part of this development, the existing asphalt North Maxwell Creek Road shall be upgraded to a concrete curb and gutter street. Public right-of-way with a width of 60 feet shall be dedicated by plat and centered on the existing roadbed in accordance with the City of Murphy Thoroughfare Plan. As shown in Exhibit H, North Maxwell Creek Road will be widened to a three-lane undivided roadway with the middle lane serving as a turn lane. The proposed roadway will then taper from three lanes to two lanes prior to the existing railroad tracks along the north side of the site. The developer is only responsible for half of the roadway construction costs; however, it is understood that the cost of the eastern half of the roadway would overburden the property east of North Maxwell Creek Road. Therefore, roadway construction costs will be shared between the developer of the site and the City of Murphy as detailed/negotiated under separate cover.

Traffic Impact Analysis Recommendations: As recommended by the TIA dated September 2007, the following traffic control measures shall be instituted: a traffic signal shall be installed at FM 544 and North Maxwell Creek Road, a shared thru and right turn lane and dedicated left turn lane southbound on North Maxwell Creek Road at FM 544 and dedicated left and right turn lanes for the driveways leading to North Maxwell Creek Road from the subject property shall be installed.

Utility/Power Lines: New utility distribution and service lines for individual business establishments, buildings, signs and for any other site development features shall be placed underground.

Pedestrian Streetscape: Pedestrian spaces throughout the Planned Development District shall be treated with amenities that are selected based upon their ability to unify the streetscape and shall be established on the overall concept plan for

each tract. These features shall include, but are not limited to, benches, trash receptacles, bicycle racks, lighting poles, etc.

Cross-Access Requirement: A joint access (i.e. – ingress, egress) easement shall be required to minimize the number of driveway openings along FM 544. The location(s) of access easement(s) shall be shown on the site plan and shall comply with the Texas Department of Transportation (TxDOT) Access Management Standards.

Building Placement/Orientation: Buildings shall be placed in a manner that is conducive to a pedestrian-oriented atmosphere, wherever possible. Any building within 200 feet of FM 544 shall either face such right-of-way or shall have a façade facing such right-of-way that is in keeping with the character of the building's main façade.

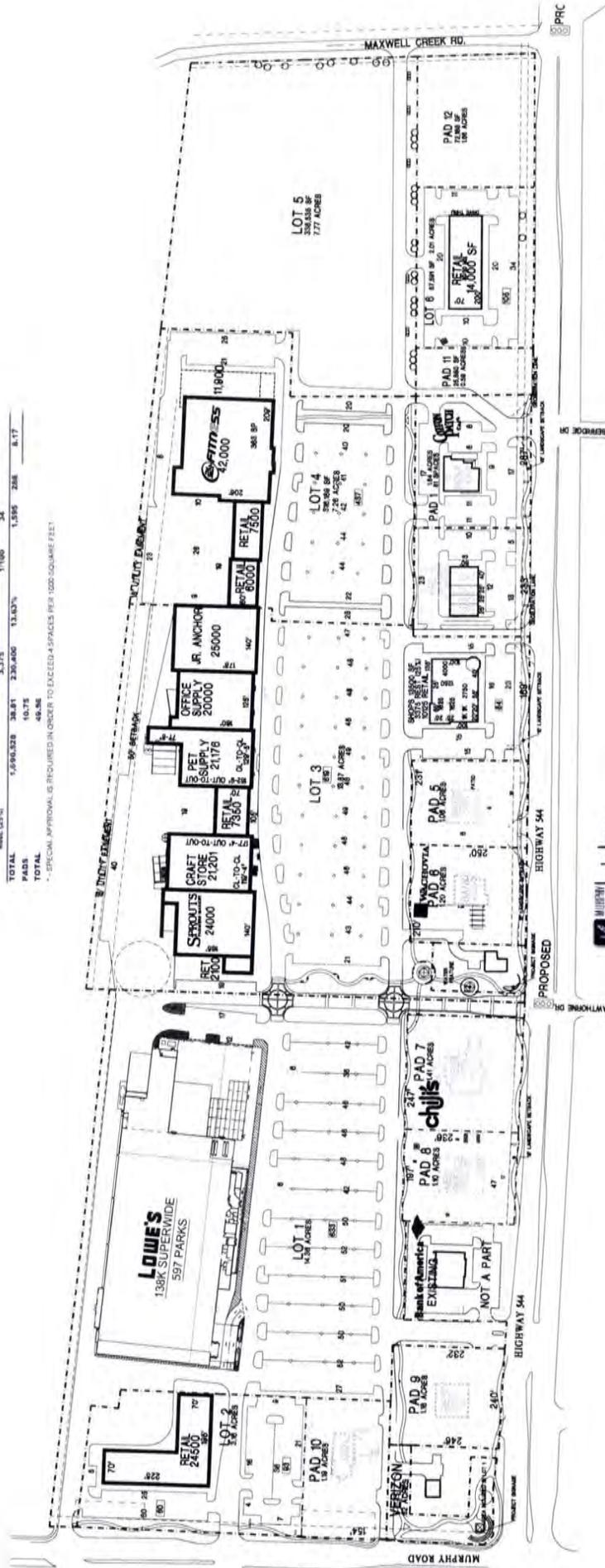
EXHIBIT "C"

CONCEPT PLAN

TABLATIONS

DESCRIPTION	SITE AREA (SQ. ACRES)	BLDG AREA (SQ. FT)	COVERAGE	PKG. RATIO	SEC.	EXTRA.	SF/1000 SF
LOT 1							
ROAD IMPROVEMENT	14.36	138,000	22.07%	1.600	345	268	4.58
MULTITENANT	137,728	24,500	20.38%		153	0	0.23
Retail (75%)	18,375	24,500		1.200	92		
Retail (25%)	8,125			1.100	61		
LOT 2							
MULTITENANT	611,506	14,031	20.38%		660	0	0.23
Retail (75%)	458,629	14,031		1.200	415		
Retail (25%)	152,877			1.200	116		
Retail (25%)	7,334			1.100	73		
LOT 3							
FITNESS CLUB	316,185	7,38	21.47%		437	0	0.43
MULTITENANT	54,400	11,500			74		
Retail (75%)	15,125			1.250	41		
Retail (25%)	3,375			1.100	34		
TOTAL	5,690,828	28,81	13.63%		1,595	268	8.17
PADS	10.75						
TOTAL	48.56						

-- SPECIAL APPROVAL IS REQUIRED IN ORDER TO EXCEED 4 SPACES PER 1000-SQUARE FEET.



murphy marketplace
A DEVELOPMENT BY:
LANGFORD PROPERTY COMPANY

THE CROSSING AT MURPHY MARKETPLACE
A JOINT DEVELOPMENT BY:
LANGFORD PROPERTY COMPANY
& CHAMPION PARTNERS



O'BRIEN & ASSOCIATES, INC.
ARCHITECTURE • INTERIORS • PLANNING
530 HARVEST HILL ROAD • SUITE 508 • DALLAS, TEXAS 75205 • (972) 748-5000 • FAX (972) 748-8828
WWW.OBRIEN-AND-ASSOCIATES.COM

MURPHY, TEXAS

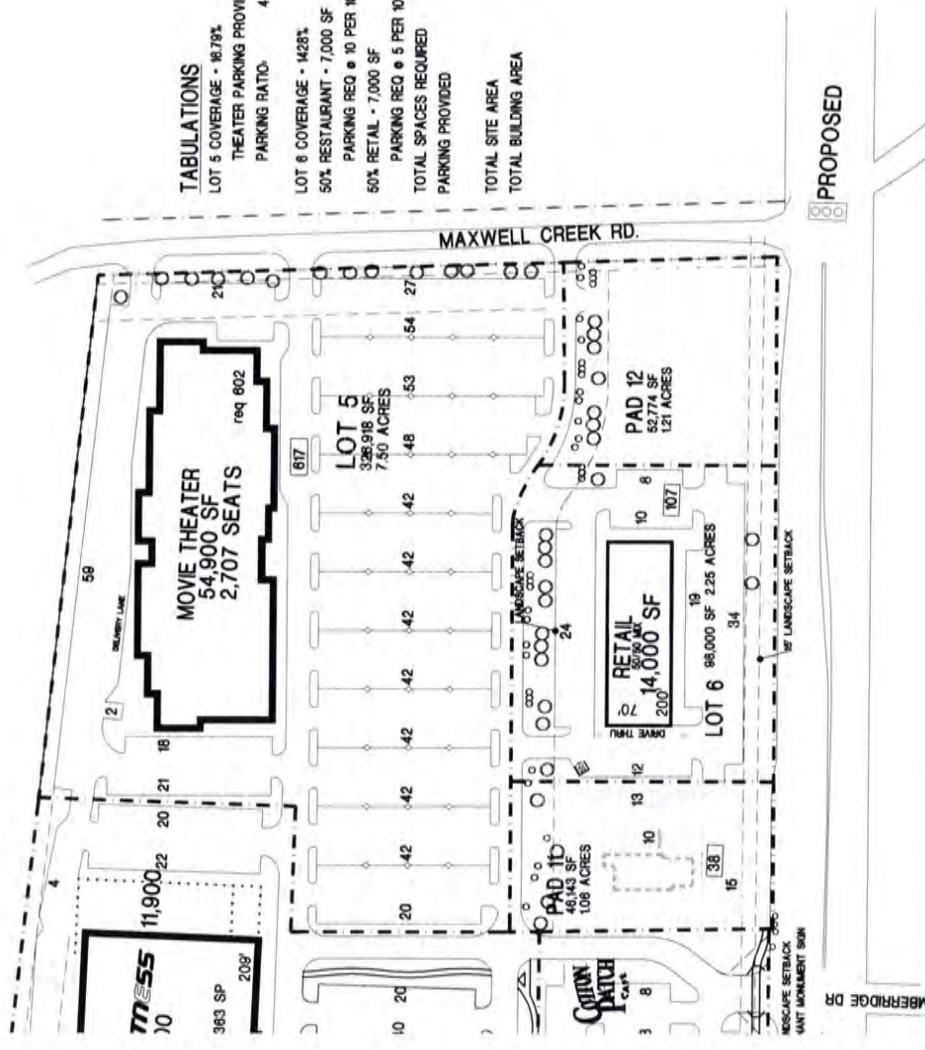
SP-041

SCALE: 1" = 100'
APPROVED BY: [Signature]
DATE: 05/17/07



LANGFORD PROPERTY COMPANY
10000 W. LAKESHORE BLVD., SUITE 100
DALLAS, TEXAS 75243
PH: (972) 748-5000
WWW.LANGFORDPC.COM

CHAMPION PARTNERS
10000 W. LAKESHORE BLVD., SUITE 100
DALLAS, TEXAS 75243
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WWW.CHAMPIONPARTNERS.COM



TABLATIONS

LOT 5 COVERAGE - 18.79%
 THEATER PARKING PROVIDED 617 SPACES
 PARKING RATIO- 4.38 SEATS/PKG SPACE

LOT 6 COVERAGE - 14.28%
 50% RESTAURANT - 7,000 SF
 PARKING REQ @ 10 PER 1000 SF. 70 SPACES
 50% RETAIL - 7,000 SF
 PARKING REQ @ 5 PER 1000 SF. 35 SPACES
 TOTAL SPACES REQUIRED 105 SPACES
 PARKING PROVIDED 107 SPACES

TOTAL SITE AREA 12.02 ACRES
 TOTAL BUILDING AREA 88,900 SF

O'BRIEN & ASSOCIATES, INC.
 ARCHITECTURE • INTERIORS • PLANNING
 1510 HARVEST HILL ROAD • SUITE 108 • DALLAS, TEXAS 75230 • 8721 THE COW • FAX 972 758 4228
 www.obrien.com

SP-046

SCALE 1" = 60' • JOB# 27036 • ISSUE DATE: 07/18/07
 APPROVED BY: _____ DATE: _____

THE CROSSING AT MURPHY MARKETPLACE
 MURPHY, TEXAS
 A JOINT DEVELOPMENT BY:
LANGFORD & CHAMPION PARTNERS

NORTH

EXHIBIT "D"

LANDSCAPE PLAN



EXISTING FENCE ROW TREES TO REMAIN
PROPOSED NATIVE UNDER STORY TO BE INSTALLED
TO ENHANCE AND SCREEN

- PLANT LEGEND**
- ANCHORVILLE 4" W
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 - ANCHORVILLE 30000" W



MURPHY MARKETPLACE
MURPHY, TEXAS
LANGFORD

O'BRIEN & ASSOCIATES, INC.
ARCHITECTURE • INTERIORS • PLANNING
638 INDUSTRIAL ROAD, SUITE 100, DALLAS, TEXAS 75207 (972) 764-0770 FAX (972) 764-0800

CLP-1
SCALE: 1" = 80' • JOB#: 28201 • ISSUE DATE: 08/29/08
APPROVED BY: _____ DATE: _____

STITE
MURPHY MARKETPLACE, INC.
10000 W. HIRSH ROAD, SUITE 100
DALLAS, TEXAS 75243
TEL: (972) 764-0770
FAX: (972) 764-0800

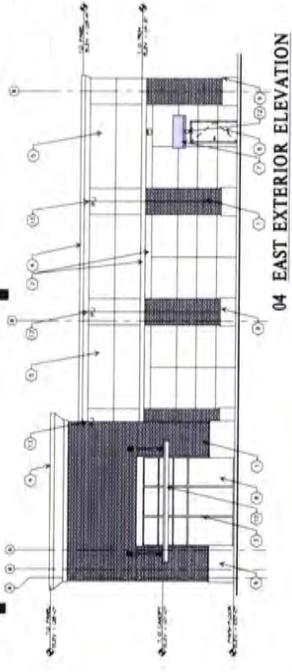
EXHIBIT "E"

EXTERIOR ELEVATION PLAN

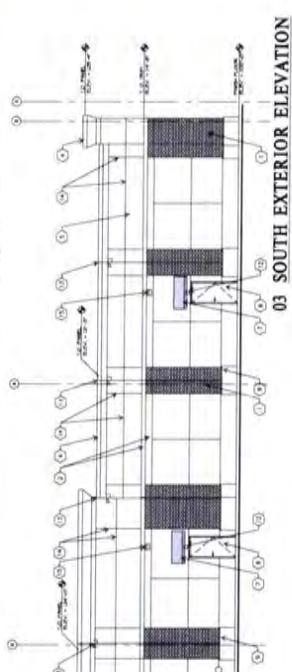
KEY NOTES

- 1) FLOOR AT FACE OF COL. CENTER
- 2) 3" EPS ACCTY BAND
- 3) 4" POLYMER CONCRETE IN CONCRETE
- 4) 2" W/ 3" 2" REINFC IN CONCRETE
- 5) 1/2" W/ 1/2" REINFC IN CONCRETE
- 6) 1/2" W/ 1/2" REINFC IN CONCRETE
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- 100) 1/2" W/ 1/2" REINFC IN CONCRETE

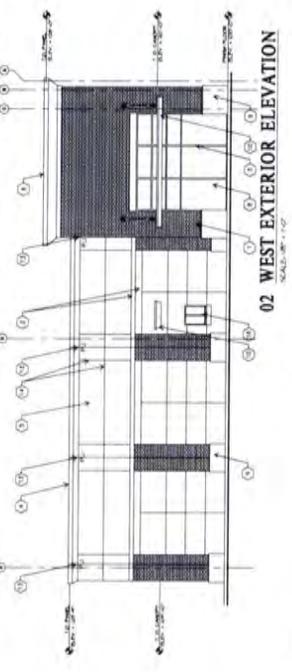
TOTAL	1432.000 SQ FT	(17)
WALLS	1280.000 SQ FT	(15)
ROOF	152.000 SQ FT	(18)
FLOOR	0.000 SQ FT	(19)
CEILING	0.000 SQ FT	(20)
DOORS	0.000 SQ FT	(21)
WINDOWS	0.000 SQ FT	(22)



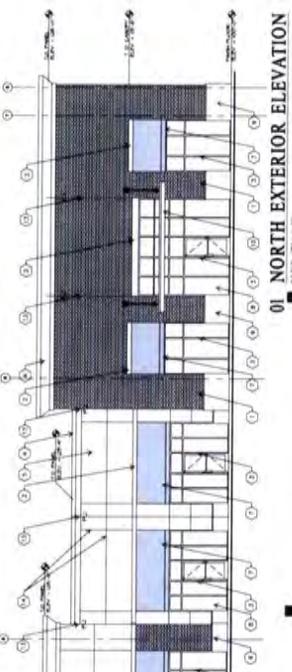
04 EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



03 SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



02 WEST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



01 NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

EAST EXTERIOR		SOUTH EXTERIOR		WEST EXTERIOR		NORTH EXTERIOR	
TOTAL	1432.000 SQ FT	TOTAL	1432.000 SQ FT	TOTAL	1432.000 SQ FT	TOTAL	1432.000 SQ FT
WALLS	1280.000 SQ FT	WALLS	1280.000 SQ FT	WALLS	1280.000 SQ FT	WALLS	1280.000 SQ FT
ROOF	152.000 SQ FT	ROOF	152.000 SQ FT	ROOF	152.000 SQ FT	ROOF	152.000 SQ FT
FLOOR	0.000 SQ FT	FLOOR	0.000 SQ FT	FLOOR	0.000 SQ FT	FLOOR	0.000 SQ FT
CEILING	0.000 SQ FT	CEILING	0.000 SQ FT	CEILING	0.000 SQ FT	CEILING	0.000 SQ FT
DOORS	0.000 SQ FT	DOORS	0.000 SQ FT	DOORS	0.000 SQ FT	DOORS	0.000 SQ FT
WINDOWS	0.000 SQ FT	WINDOWS	0.000 SQ FT	WINDOWS	0.000 SQ FT	WINDOWS	0.000 SQ FT

THE CROSSING AT MURPHY MARKETPLACE, PHASE 2)
A DEVELOPMENT OF
LANGFORD PROPERTY COMPANY

O'BRIEN & ASSOCIATES
ARCHITECTURE
INTERIORS
530 S. BENTLEY BLVD. ROAD
DALLAS, TEXAS 75209
TEL: 972.981.4000
WWW.OBIEN.COM

ISSUE LOG

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	02/20/20

A5.1
BLDG HC - EXTERIOR ELEVATION

DATE: 02/20/20
SCALE: 1/8" = 1'-0"
SHEET NO.



KEY NOTES

- 1) MODULAR FACE BRICK VENEER
- 2) SHIMLAD SLATE ROOF SYSTEM (REF. 91626)
- 3) ALUMINUM SIDING SYSTEM
- 4) EPS AGENT BAND AND GORNGE
- 5) MODULAR FACE BRICK VENEER
- 6) SHIMLAD SLATE ROOF SYSTEM
- 7) PAINTED CONCRETE TILT-WALL PANEL AND CONCRETE BASE W/ TONKED PAINT
- 8) 2" MIN. R. 3/4" REBAR IN CONCRETE TILT-WALL AND CONCRETE BASE W/ TONKED PAINT
- 9) BRASS CORNERPOST KAZZLE (REF. 91626)

BUILDING MATERIALS - EAST

- 22K ALUMINUM SIDING SYSTEM
- 12K EPS AGENT BAND AND GORNGE
- 10K MODULAR FACE BRICK VENEER
- 15K SHIMLAD SLATE ROOF SYSTEM
- 18K PAINTED CONCRETE TILT-WALL PANEL AND CONCRETE BASE W/ TONKED PAINT
- 19K SHIMLAD SLATE ROOF SYSTEM

BUILDING MATERIALS - NORTH

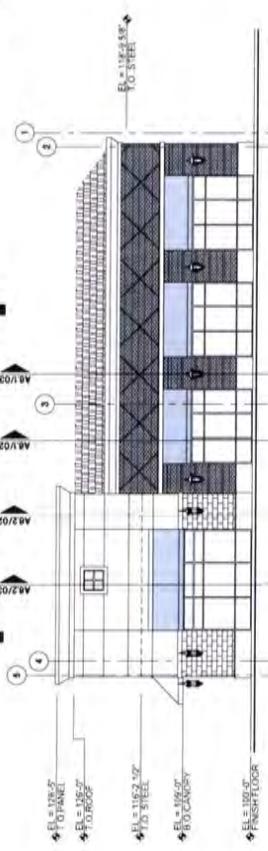
- 10K ALUMINUM SIDING SYSTEM
- 12K EPS AGENT BAND AND GORNGE
- 15K MODULAR FACE BRICK VENEER
- 18K SHIMLAD SLATE ROOF SYSTEM
- 19K PAINTED CONCRETE TILT-WALL PANEL AND CONCRETE BASE W/ TONKED PAINT
- 20K SHIMLAD SLATE ROOF SYSTEM

BUILDING MATERIALS - WEST

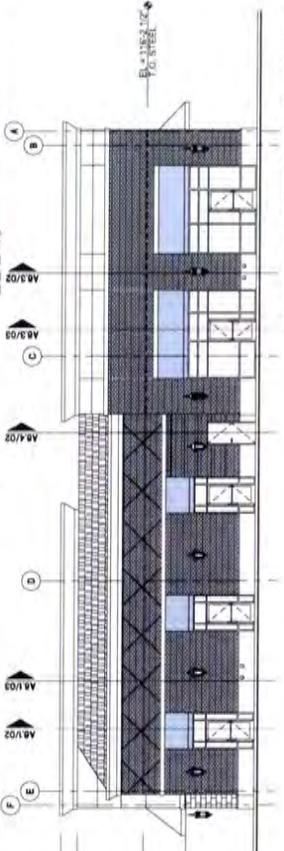
- 22K ALUMINUM SIDING SYSTEM
- 12K EPS AGENT BAND AND GORNGE
- 10K MODULAR FACE BRICK VENEER
- 15K SHIMLAD SLATE ROOF SYSTEM
- 18K PAINTED CONCRETE TILT-WALL PANEL AND CONCRETE BASE W/ TONKED PAINT
- 19K SHIMLAD SLATE ROOF SYSTEM

BUILDING MATERIALS - SOUTH

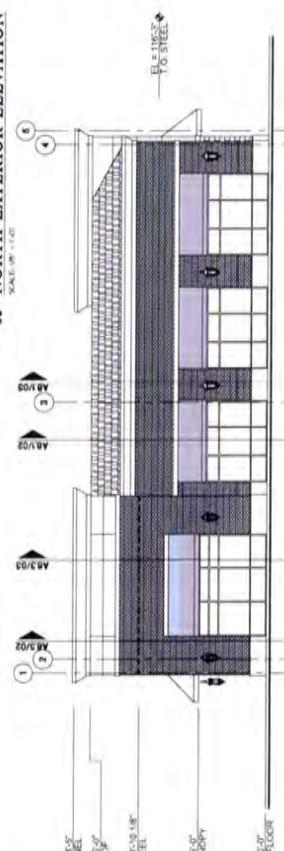
- 22K ALUMINUM SIDING SYSTEM
- 12K EPS AGENT BAND AND GORNGE
- 10K MODULAR FACE BRICK VENEER
- 15K SHIMLAD SLATE ROOF SYSTEM
- 18K PAINTED CONCRETE TILT-WALL PANEL AND CONCRETE BASE W/ TONKED PAINT
- 19K SHIMLAD SLATE ROOF SYSTEM



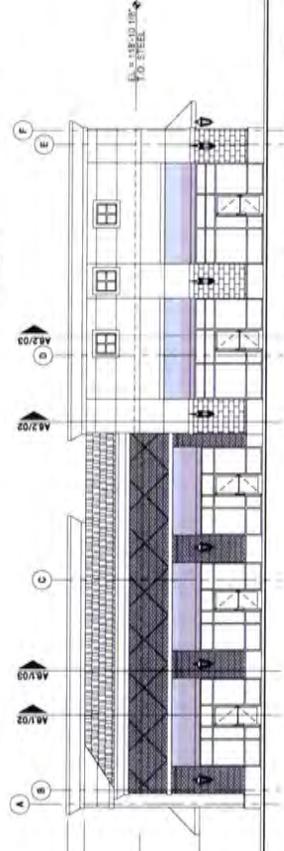
04 EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



03 NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



02 WEST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



01 SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



O'BRIEN & ASSOCIATES
ARCHITECTURE
INTERIORS
501 BANBYE HILL ROAD
SUITE 100
DALLAS, TEXAS 75208
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FAX: 214-343-8401
WWW.OBRIENASSOCIATES.COM

MURPHY MARKETPLACE
HIGHWAY 544
MURPHY, TEXAS
A DEVELOPMENT OF
LANGFORD PROPERTY COMPANY

ISSUE LOG

NO.	DESCRIPTION	DATE
1	PROGRESS PERM. OBTAINED	



DATE: 08/08/2018
JOB NO.: 2008
SCALE: 1/8" = 1'-0"
SHEET NO.

A5.1
BLDG 1 - EXTERIOR ELEVATION

EXHIBIT "F"

SIGNAGE PLAN

SIGNAGE CRITERIA

MURPHY MARKETPLACE

**HIGHWAY 544 + MURPHY RD.
MURPHY, TEXAS**

**A DEVELOPMENT OF:
LANGFORD PROPERTY COMPANY**

**September, 2006
Revised September 19, 2006**

SIGN CRITERA - MURPHY MARKETPLACE

Murphy, Texas

INTRODUCTION (3)

- Intent (3)
- Submission Requirements (3)
- Responsibilities, Limitations, Liabilities (4)
- Illumination & Lettering (4)
- Installation (4)

TENANT SIGNS (5)

Anchor Signage (5)

- Description (5)
- Elevations (5)

Tenant Retail Signage (6)

- Description (6)
- Elevations (6)

DEVELOPMENT SIGNS (7)

MULTI-TENANT MONUMENT SIGNS (7)

- Description (7)
- Elevations (8)

SINGLE-TENANT MONUMENT SIGNS (9)

- Description (9)
- Elevations (10)

PYLON SIGNS (11)

- Description (11)
- Elevations (12)

TEMPORARY SIGNS (13)

- Description (13)
- Elevation (14)

INTRODUCTION

INTENT

The purpose of these criteria is to establish the standards for the configuration, fabrication, installation, and operation of tenant signage at MURPHY MARKETPLACE.

Compliance with these regulations insures the tenant of a sign that meets industry standards of materials, and fabrication. It insures the center's owners of properly installed signage and in addition, a center free of poorly designed, fabricated and installed signs.

SUBMISSION REQUIREMENTS

This booklet should be given to the sign contractor to serve as a guide in preparing his design and cost estimates for you. Your contractor must have this booklet in order to give you a price, which reflects a sign that complies with the standards as outlined in this booklet.

All signage must be in compliance with the City of Murphy Sign Ordinance (as applicable) including any amendments in force at the time the sign is permitted.

RESPONSIBILITIES, LIMITATIONS, LIABILITIES

All tenants must have a sign that conforms to this sign criterion.

The tenant shall be responsible for the sign and its erection, unless provided for otherwise in the lease agreement.

No sign may be erected on the buildings or property without permitting with the City of Murphy (as applicable).

All permits as required by local building, or sign codes, shall be obtained by the tenant or his sign contractor, unless provided for otherwise in the lease agreement.

All costs for permitting, fabrication, and installation of signs shall be borne by the tenant, unless provided for otherwise in the lease agreement.

Sign message shall consist of business name only. Descriptions of services, product names, or merchandise trade names, are prohibited.

Box signs are prohibited.

Flashing signs are prohibited.

Exposed neon signs are prohibited.

Portable, trailer, changeable copy signs are prohibited.

Visible sign company names on tenant signage are prohibited.

"COMING SOON" signs must be coordinated with and approved by the landlord and City of Murphy (as applicable).

The tenant and his sign contractor will be held liable for all costs required to remove and/or correct signs, sign installations and damage to buildings caused by signs or installations which do not conform to this criteria.

Any signs prohibited by this criteria, will be removed at tenant's expense.

ILLUMINATION & LETTERS

Neon shall be 6500 white, internally illuminated.

LED illumination can also be used instead of Neon.

All text shall be individual letters mounted on a raceway.

INSTALLATION

A licensed electrician shall perform final electrical hookup.

All penetrations through the masonry shall be through the mortar joints. All signage installation shall be in accordance with the City of Murphy (as applicable) Codes and Ordinances and the current Electrical Code.

No secondary wiring running between letters shall occur on the front face of the raceway.

The tenant shall provide the J box, rigid conduit to the panel and wiring. The plenum may be accessible through the tenant ceiling.

Anchor Signage

DESCRIPTION

Tenants that have a total square footage of 10,000 sf. or above.

TYPE OF SIGN

- Internally illuminated aluminum channel letters with 1/8" Plexiglas front.
- All Signs must be lit until 10:00pm regardless of store operating hours.

LETTER STYLE

- Per City of Murphy sign criteria and as approved by Langford Property Company.

SIZE AND LOCATION

- Maximum Letter Height:5'-6"
- Ancillary signs allowed not to exceed size of primary sign
- Maximum sign length: length of sign shall not exceed 80% of tenant width or architecture feature, whichever is less.

Retail Signage

DESCRIPTION

Tenants that have a total square footage of 9,999 sf. or less.

TYPE OF SIGN

Individually back-lit aluminum channel letters over 1/8" aluminum "outline" panel to be offset with 2" as approved by City of Murphy (as applicable).

LETTER STYLE

Typefaces, logos and colors are subject to landlord's approval and as approved by City of Murphy (as applicable).

SIZE AND LOCATION

Front Façade:

- Maximum sign length: not to exceed 80% of lease width or architectural element.
- Maximum letter height: 2'-6"
- Minimum letter height: 1'-0"

Side Façade:

For corner tenants with 2 front Facades and freestanding buildings:

- Second sign allowed not to exceed size of primary sign.

Multi-Tenant Monument Signs

(section revised 09-19-06)

TYPE OF SIGN

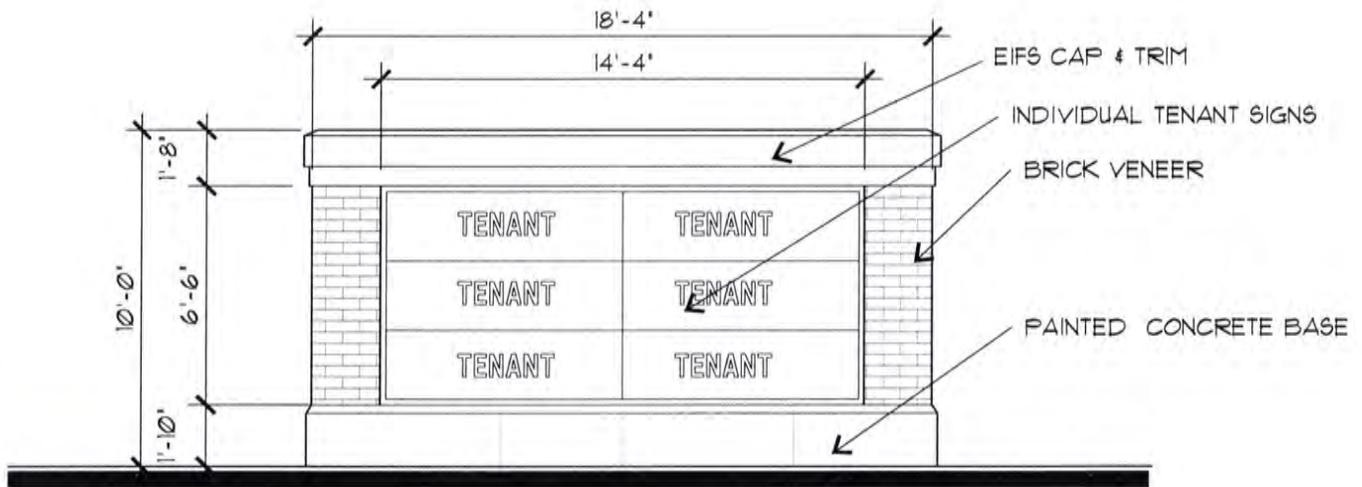
Double sided, internally illuminated Plexiglas sign panels contained within masonry structure.

NUMBER AND LOCATION

As noted on signage key plan.

Monument signage shall be located at a set back distance of not less than 8'-0" from the right-of-way line and may be incorporated within the landscaping area or buffer.

Maximum structure area:	184 sf
Maximum signage area:	94 sf
Maximum height:	10'-0"



01 MULTI-TENANT MOMUMENT SIGN ELEV.

NTS

183.33 TOTAL SF
93.17 SIGNAGE SF

Single-Tenant Monument Signs

(section revised 09-19-06)

TYPE OF SIGN

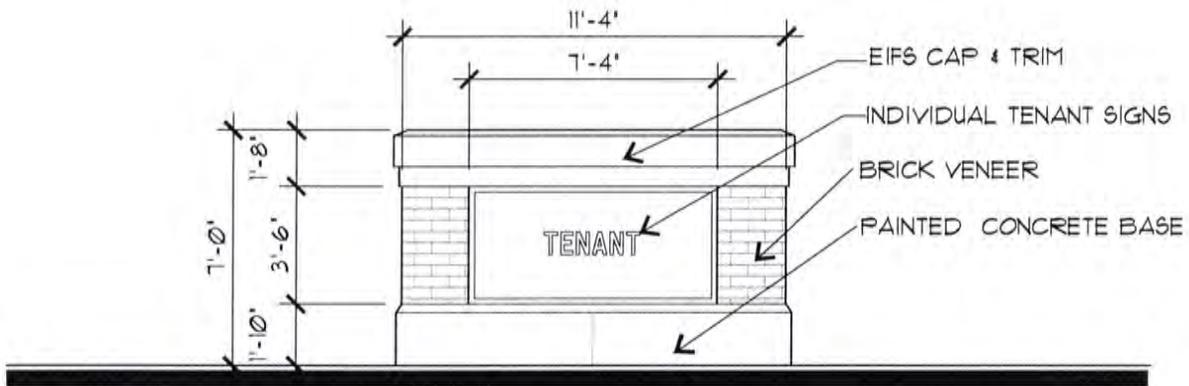
Double sided, internally illuminated Plexiglas sign panels contained within masonry structure.

NUMBER AND LOCATION

As noted on signage key plan. One sign per lot.

Monument signage shall be located at a set back distance of not less than 8'-0" from the right-of-way line and may be incorporated within the landscaping area or buffer.

Maximum structure area:	80 sf
Maximum signage area:	25 sf
Maximum height:	7'-0"



02

**SINGLE-TENANT
MOMUMENT SIGN ELEV.**

NTS

79.33 TOTAL SQ. FT.
25.67 SIGNAGE SQ. FT.

Pylon Signs

(section revised 09-19-06)

TYPE OF SIGN

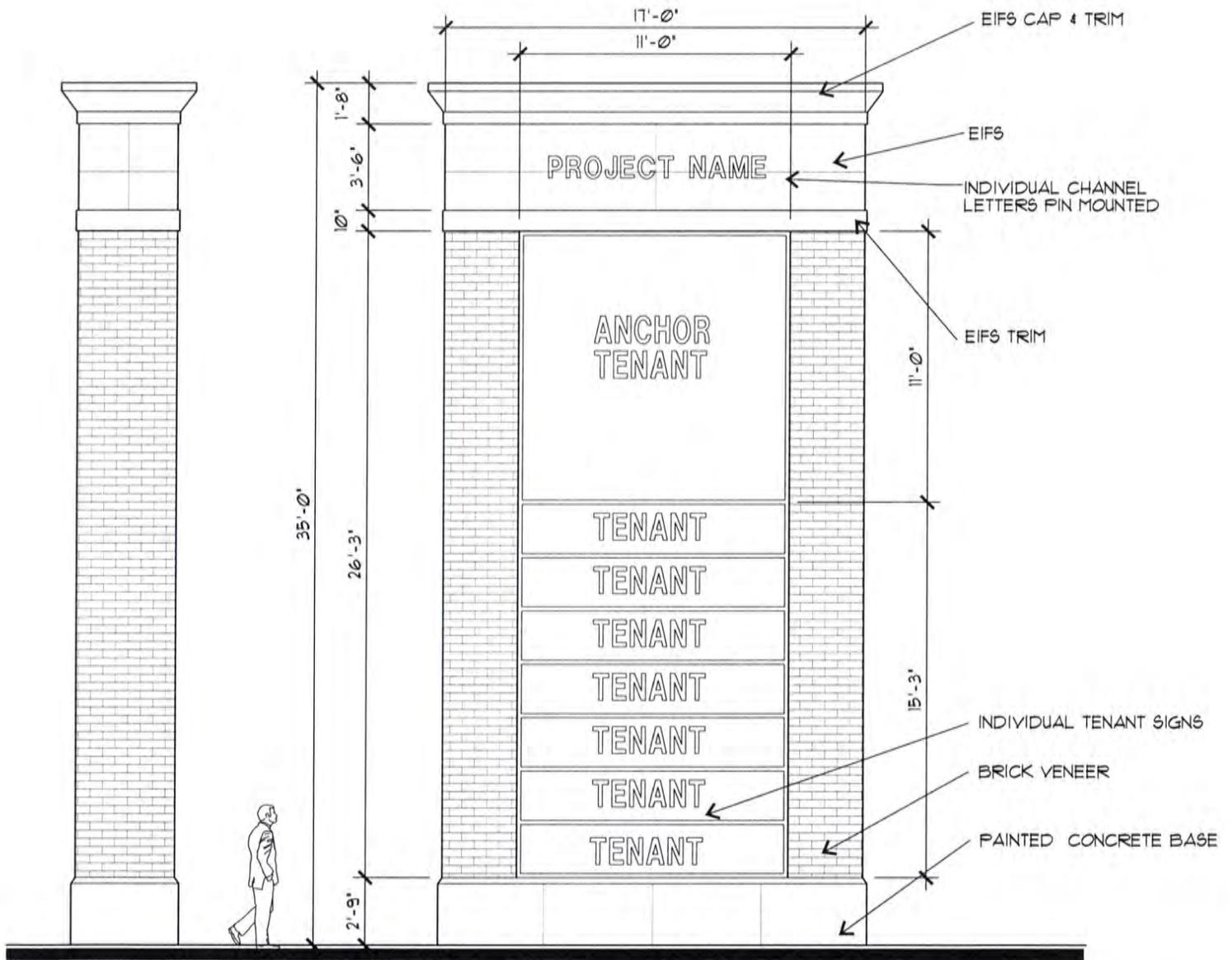
Double sided, internally illuminated Plexiglas sign panels contained within masonry structure.

NUMBER AND LOCATION

As noted on signage key plan.

Pylon signage shall be located at a set back distance of not less than 8'-0" from the right-of-way line and may be incorporated within the landscaping area or buffer.

Maximum structure area:	595 sf
Maximum signage area:	349 sf
Maximum height:	35'-0"



DOUBLE-FACED 03 PYLON SIGN ELEV.

595 TOTAL SF
348.5 SIGNAGE SF

NTS

Temporary Signage

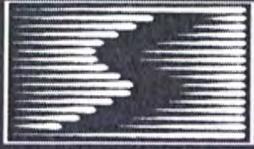
(section added 09-11-06)

DESCRIPTION

Two (2)-quantity Temporary Marketing Signs to remain in place for a term up to 12 months from date of installation.

Maximum signage area for each sign:	64 sf
Maximum signage height each:	8'-0"

8' x 8' Retail Leasing Sign –
Murphy, TX



STAUBACH

RETAIL

MURPHY MARKETPLACE

**Coming Soon
500,000 SF Shopping Center
Now Pre-leasing!**

(Leave room for Logos)

972-361-5116

Max Miller

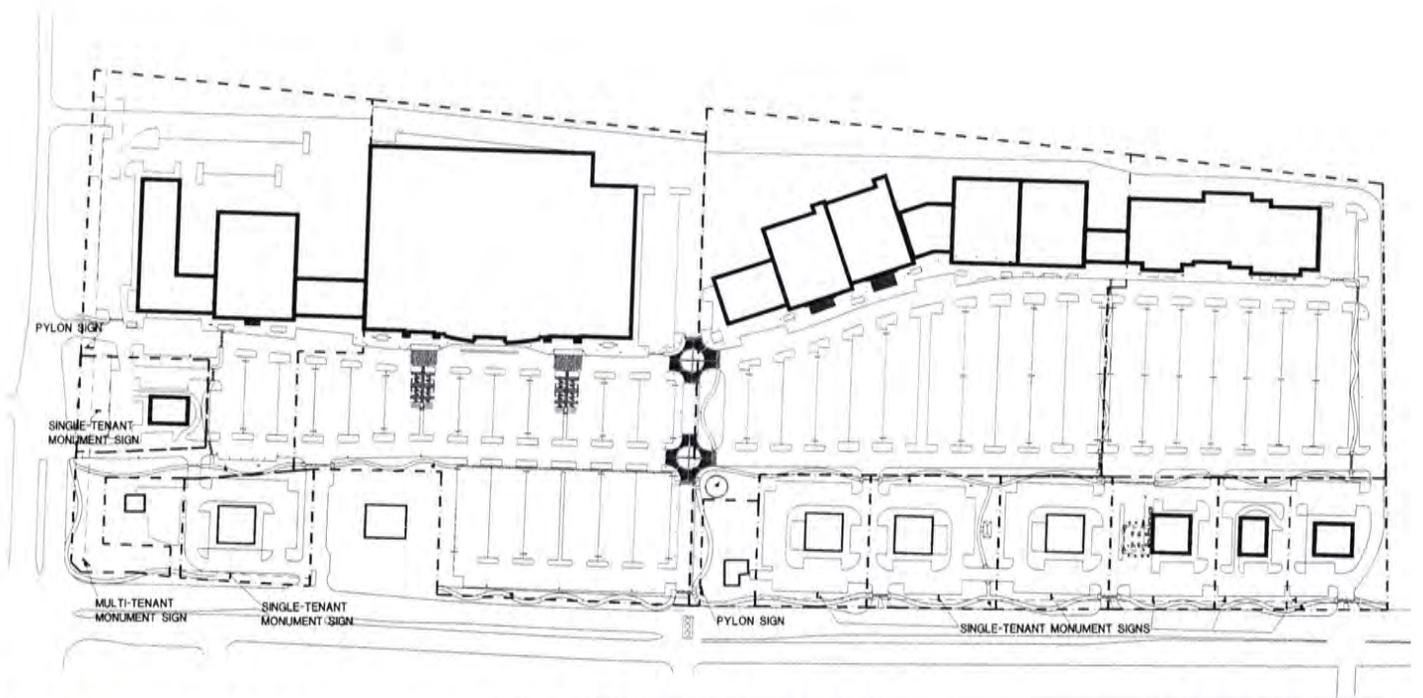
972-361-5513

Steve Ewing

staubachretail.com

Developed by:

**LANGFORD
PROPERTY COMPANY**



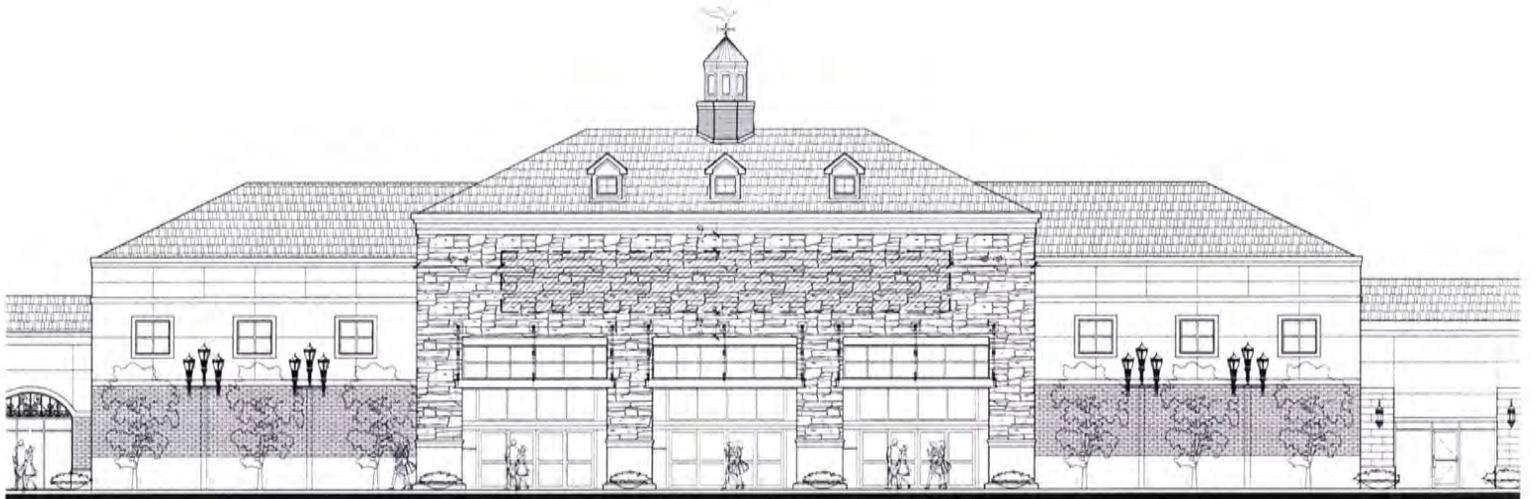
O'BRIEN & ASSOCIATES, INC.
 ARCHITECTURE • INTERIORS • PLANNING
 8500 HARVEST HILL ROAD • SUITE 100 • DALLAS, TEXAS 75230 • (972) 750-0200 • FAX (972) 750-4808
 www.obrienand.com

MURPHY MARKETPLACE
 MURPHY, TEXAS
LANGFORD

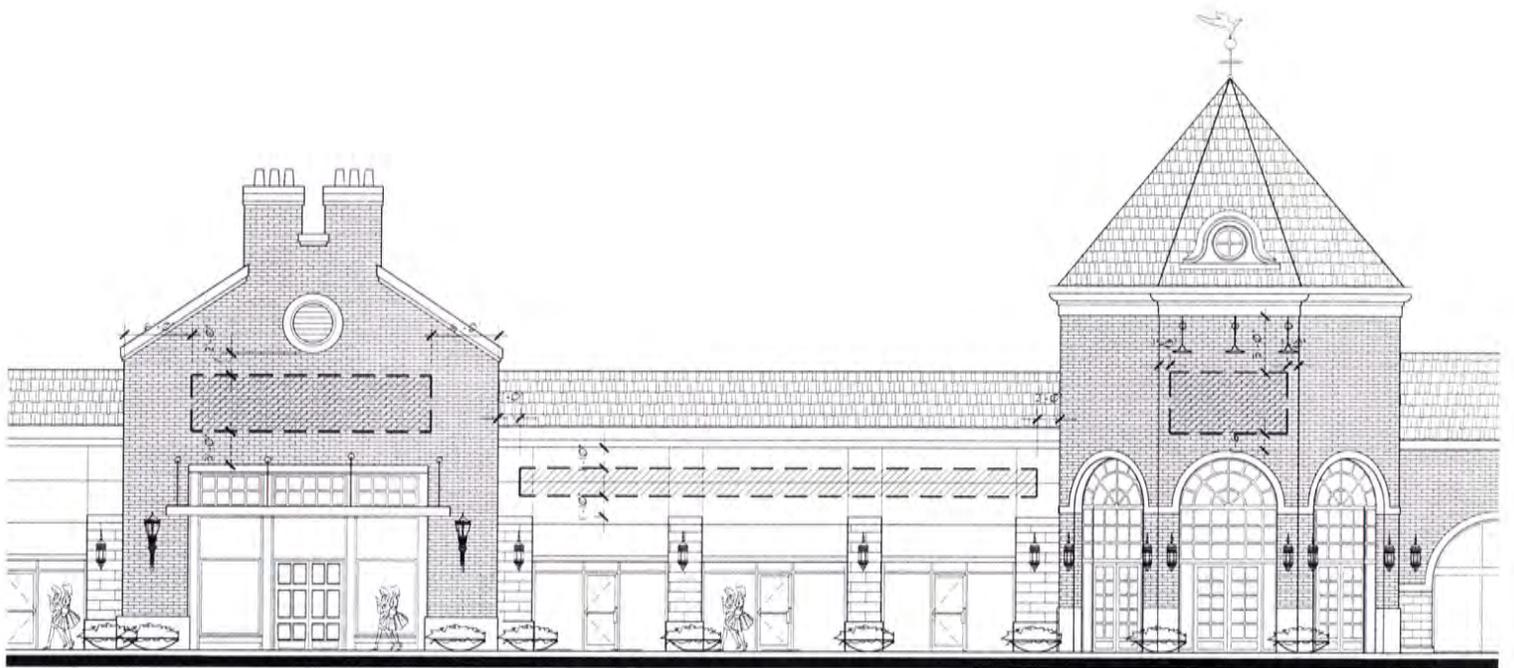


SIGNAGE KEYPLAN

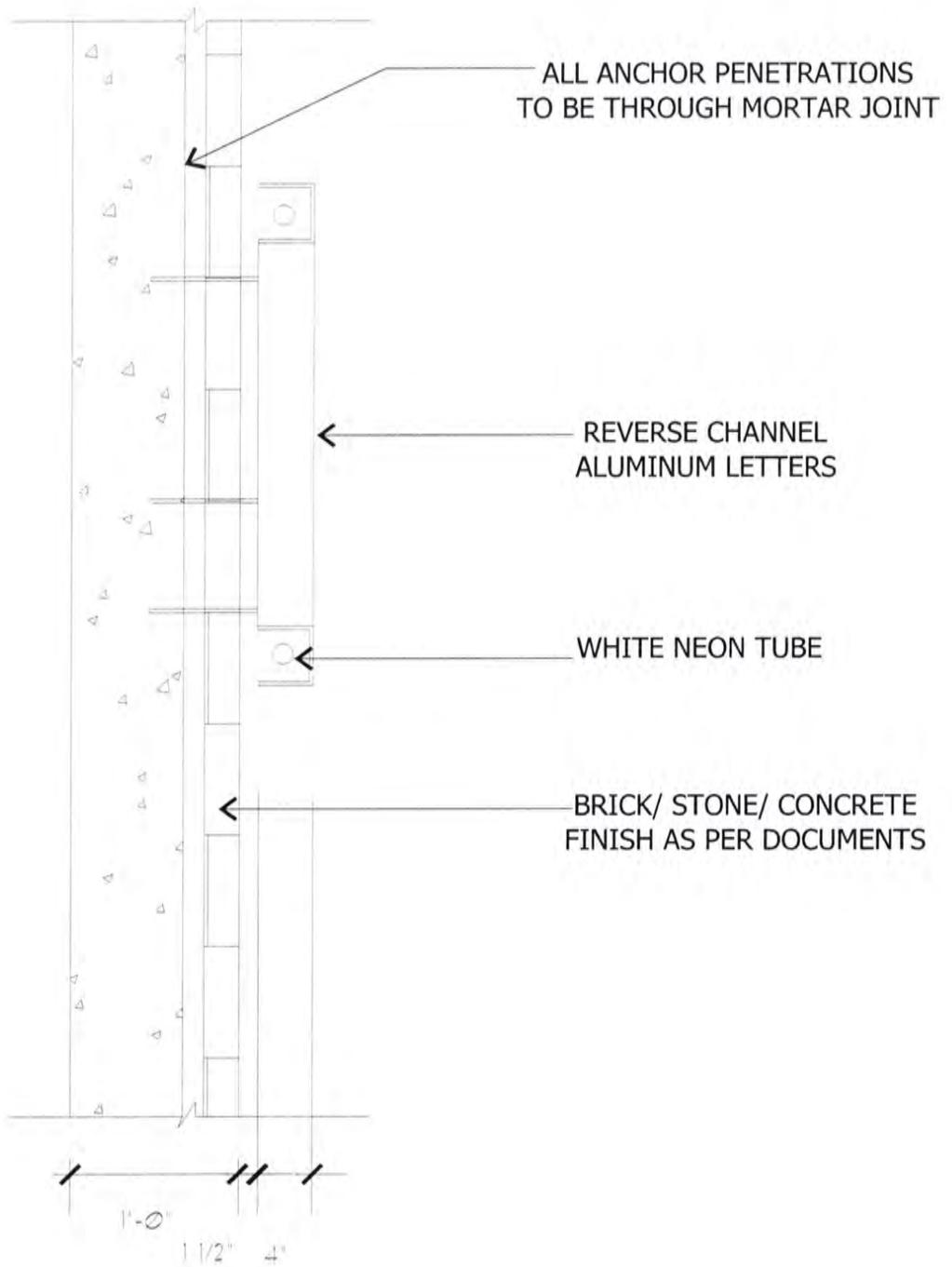
SCALE: NO SCALE; JOB#: 290014; ISSUE DATE: 09/19/08
 APPROVED BY: _____ DATE: _____
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ANCHOR SIGNAGE

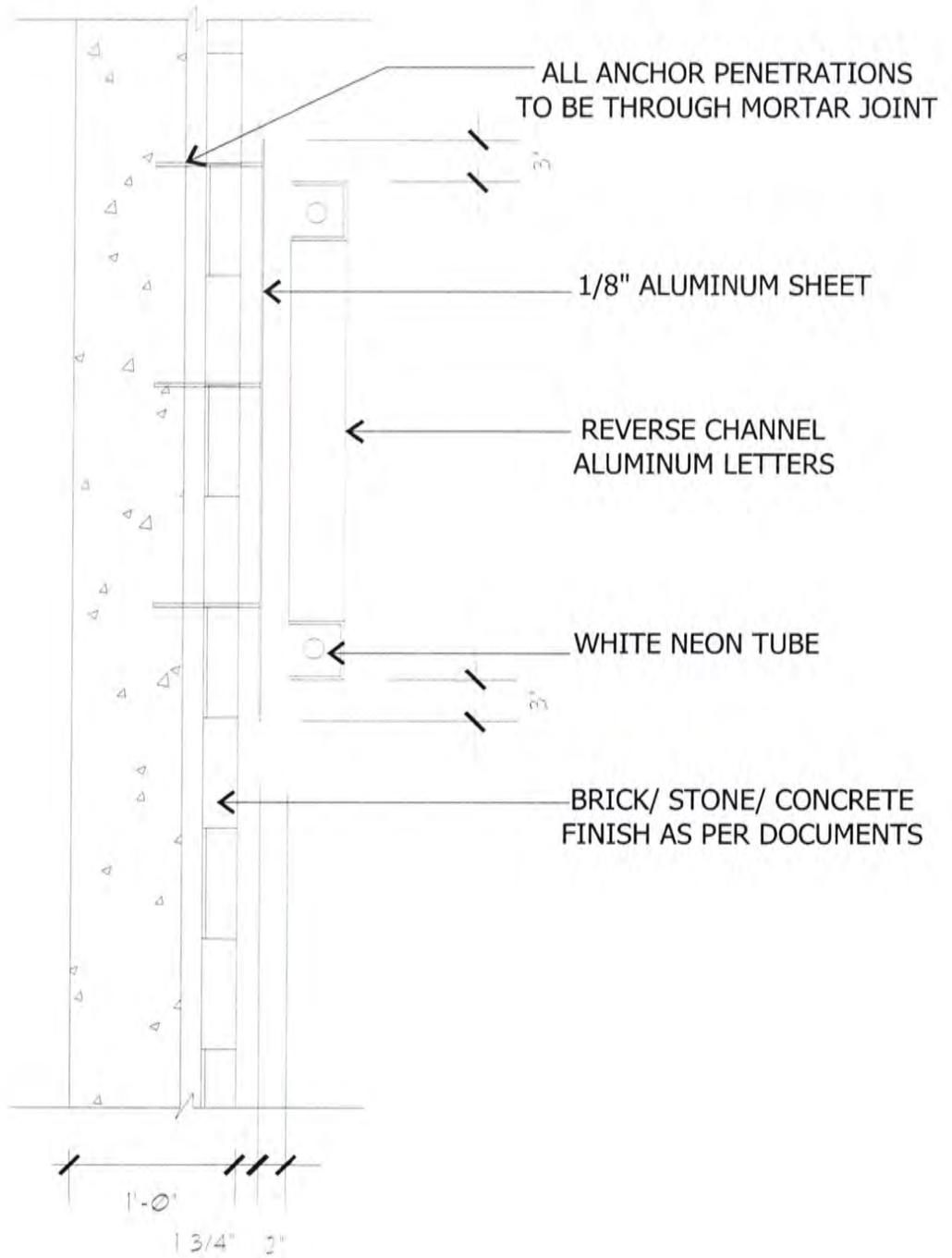


JR ANCHOR AND RETAIL SIGNAGE



ANCHOR SIGN SECTION

FIG. 3



RETAIL SIGN SECTION

FIG. 4

EXHIBIT "G"

AMENITIES PLAN



01 SIDEWALK LANDSCAPE



04 MEANDERING SIDEWALK



07 SIDEWALK PAVERS



02 WATER FEATURE



05 OUTDOOR DINING



03 LANDSCAPE AREA



06 DECORATIVE LIGHTING



08 BENCHES

DISCLAIMER: THESE IMAGES ARE REPRESENTATIVE EXAMPLES OF SITE FEATURES THAT MAY BE INCORPORATED INTO THIS PROJECT.



O'BRIEN & ASSOCIATES, INC.
ARCHITECTURE • INTERIORS • PLANNING
850 HARVEST HILL ROAD • SUITE 08 • DALLAS, TEXAS 75203 • (972) 738-0700 • FAX: (972) 738-4209

MURPHY MARKETPLACE
MURPHY, TEXAS
LANGFORD

SITE AMENITIES
SCALE: NTS • JOB#: 28001 • ISSUE DATE: 08/08/08
APPROVED BY: _____ DATE: _____

DATE: 08/08/08

EXHIBIT "H"

NORTH MAXWELL CREEK ROAD PLAN



DATE: 05/20/2007 11:50AM

DATE	TIME	BY
05/20/2007	11:50AM	

--

MAXWELL CREEK ROAD
 EXHIBIT

Adams
 ENGINEERING

700 N. Inwood B. Ste. 300, Garland, Texas 75040 (972) 203-0066

The accuracy and reliability of the information contained herein is based on the information provided to the engineer by the client. The engineer is not responsible for the accuracy or reliability of the information provided by the client. The engineer is not responsible for the accuracy or reliability of the information provided by the client.

REVISIONS	DATE	BY

ORDINANCE NO. 09-02-784

AN ORDINANCE OF THE ~~CITY COUNCIL OF THE~~ CITY OF MURPHY, COLLIN COUNTY, TEXAS, ~~AMENDING THE ITS~~ COMPREHENSIVE ZONING ORDINANCE AND MAP, CODIFIED IN CHAPTER 86 OF THE CODE OF ORDINANCES OF THE CITY OF MURPHY, CODE OF ORDINANCES BY AMENDING AN EXISTING PLANNED ~~DEVELOPMENT~~ DISTRICT FOR RETAIL USES COMMONLY KNOWN AS THE MURPHY MARKETPLACE, THE CROSSING AT MURPHY MARKETPLACE AND THE PARK TRACT, ON APPROXIMATELY 74.33 ACRES ~~OUT OF THE JAMES MAXWELL SURVEY, ABSTRACT NO. 582, LOCATED IN THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, BEING AND~~ MORE PARTICULARLY DESCRIBED ON ~~EXHIBIT "A"~~ ATTACHED HERETO ~~AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES, AMENDING AND APPROVING THE~~ PLANNED DEVELOPMENT CONDITIONS, PLANS AND SPECIFIC REGULATIONS FOR THE DISTRICT, INCLUDING WITHOUT LIMITATION, PERMITTED LAND USES FOR THE DISTRICT STANDARDS ATTACHED HERETO AS EXHIBIT "B", APPROVING A CONCEPT PLAN ATTACHED HERETO AS EXHIBIT "C", APPROVING A LANDSCAPE PLAN ATTACHED HERETO AS EXHIBIT "D", APPROVING AN EXTERIOR ELEVATION PLAN ATTACHED HERETO AS EXHIBIT "E", APPROVING A SIGNAGE PLAN ATTACHED HERETO AS EXHIBIT "F", APPROVING AN AMENITIES PLAN ATTACHED HERETO AS EXHIBIT "G" AND APPROVING A NORTH MAXWELL CREEK ROAD PLAN ~~EXHIBIT~~ ATTACHED HERETO AS EXHIBIT "H" ~~AS EXHIBIT "B"~~; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance Nos. 00-10-504, 00-10-505 and 00-10-506, adopted on October 16, 2000, changed the zoning for the property described in this ordinance from LC/R (Light Commercial/Retail) District, AG (Agricultural) District, SF-1 (Single Family) District, PD/LC (Planned Development Light Commercial) District to Planned Development-Central Business District otherwise known as the TC (Town Center) District; and

WHEREAS, Ordinance No. 06-11-707, adopted on November 4, 2006, changed the

zoning for approximately 48.18 acres of the property described in this ordinance from TC (Town Center) District to PD (Planned Development) District for Retail Uses for a development known then as the Murphy Marketplace and now known as the Murphy Marketplace and The Crossing at Murphy Marketplace; and

WHEREAS, on January 11, 2007, Allen & Loucks Venture, L.P. (“Developer”) entered into three separate but related economic development incentive agreements with the City of Murphy, Texas, the City of Murphy Economic Development Corporation, and the City of Murphy Community Development Corporation, respectively, for Developer to receive financial assistance to establish a quality retail shopping center and lifestyle development within this PD (Planned Development) District by being provided with incentives to develop the property with quality sit down dining restaurants and similar quality retail establishments with the purpose of providing significant increases in the City’s sales tax revenues; and

WHEREAS, Ordinance No. 08-08-758, adopted on August 18, 2008, amended the PD (Planned Development) District for Retail Uses for approximately 13.795 acres of the property described in this ordinance by revising certain development conditions; and

WHEREAS, Ordinance No. 08-10-766, adopted on October 20, 2008, amended the PD (Planned Development) District for Retail Uses for approximately 48.18 acres of the property described in this ordinance by revising certain development conditions; and

WHEREAS, Ordinance No. 09-02-784, adopted on February 16, 2009, amended the PD (Planned Development) District for Retail Uses by extending the district to an additional 26.15 acres known as the Park Tract ~~-for a total of approximately 74.33 acres-~~, revising the concept plan and certain development conditions; and

WHEREAS, this ordinance shall amend the PD (Planned Development) District for

Retail Uses for the property described hereinbelow by in part revising the development conditions, plans and specific regulations for the PD (Planned Development) District as set forth hereinbelow; and

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

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

Section- 1. ~~___~~ ~~—~~ ~~A~~That ~~all the above premises above are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.~~

Section 2. ~~___~~ ~~—~~ ~~That~~ ~~the~~ ~~Comprehensive~~ ~~Zoning~~ ~~Ordinance~~ ~~and~~ ~~Map~~ ~~of~~ ~~the~~ City ~~of~~ Murphy, Texas, ~~be~~, and the same are hereby; amended so as to amend a PD (Planned Development) District for Retail ~~Uses~~ for ~~the~~ property described ~~as~~ 74.33 ~~acres~~, ~~more or less~~, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy, Collin County, Texas, and more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes.

Section ~~23.~~___ ~~—~~ ~~That~~ the development conditions, plans and regulations~~standards~~ for this Planned Development District are attached hereto as Exhibit "B", and the same are hereby approved for said PD (Planned Development) District as required by Section 86-603, of the City

of Murphy, Texas, Code of Ordinances.

Section 34. ~~That~~ the concept plan, landscape plan, exterior elevation plan, signage plan, amenities plan and North Maxwell Creek Road plan exhibit for this PD (Planned Development) District are attached hereto as Exhibits "C", "D", "E", "F", "G" and "H", respectively, and the same are hereby approved for said PD (Planned Development) District as required by Sections 86-603 and 86-604, of the City of Murphy, Texas, Code of Ordinances.

Section 5. ~~That~~ Chapter 86 of the City of Murphy Code of Ordinances, as amended, shall be and remain in full force and effect save and except as amended by this ~~O~~ ordinance.

Section 6. ~~That~~ this ordinance shall amend the PD (Planned Development) District for Retail Uses for the property described herein as set forth in this ordinance and shall amend, repeal and supersede all prior amendments to the PD (Planned Development) District for Retail Uses for the property described herein to the extent of the amendments in this ordinance; and.

Section 7. Severability Clause. ~~Section 4.~~ If any word, ~~section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of the Comprehensive Zoning Ordinance, Chapter 86 of the City of Murphy, Texas, Code of Ordinances, and the remaining portions shall remain in full force and effect.~~

Section 8. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Murphy, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 59.— Penalty Clause. Any -person, -firm -or -corporation -violating -any of -the -provisions -of -this ordinance shall -be deemed -guilty of a misdemeanor and, upon conviction; in the municipal -court of the City of Murphy, -Texas, -shall be punished -by a fine not to exceed -the sum of two thousand dollars -(\$2,000.00) for each -offense, -and -each -and every day -any such -violation- shall -continue shall -be deemed -to constitute a separate offense.

Section 106.—Effective Date. This ~~o~~Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

~~**PASSED, APPROVED AND ADOPTED** this the
16th day of February 2009.~~

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy,
Texas, on this _____ day of _____, 2012.~~2.~~

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

~~Aimee Nemer~~, City Secretary
City of Murphy

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney
City of Murphy

EXHIBIT "A"

PROPERTY

EXHIBIT "B"

PLANNED DEVELOPMENT CONDITIONS

EXHIBIT "C"

CONCEPT PLAN

EXHIBIT "D"

LANDSCAPE PLAN

EXHIBIT "E"

EXTERIOR ELEVATION PLAN

EXHIBIT "F"

SIGNAGE PLAN

EXHIBIT "G"

AMENITIES PLAN

EXHIBIT "H"

NORTH MAXWELL CREEK ROAD PLAN

EXHIBIT B

ZONING FILE NO. 2009-01

Property Located North of FM 544

Between North Murphy Road (FM 2551) and North Maxwell Creek Road

PLANNED DEVELOPMENT DISTRICT CONDITIONS

- I. **Statement of Intent:** ~~_____~~ The intent of this Planned Development District is to provide high quality mixed-use, primarily retail, development that is consistent with the Comprehensive Plan and that is beneficial and complementary to the City of Murphy in terms of visual identity.
- II. **Statement of Purpose:** ~~_____~~ The purpose of this Planned Development District is to ensure that any development that occurs within the property area designated by this Planned Development District encourages a mixed-use application including, but not limited to the following.
 - High Quality Restaurants;
 - Upscale Retail Sshops and Boutiques;
- III. **Statement of Effect:** ~~_____~~ This Planned Development shall not affect any regulation in the Comprehensive Zoning Ordinance of the City of Murphy found in the City of Murphy, Texas, Code of Ordinances ~~– (Ordinance No. 06-12-708, as amended, and hereinafter referred to as the “Code of Ordinances”), as amended,~~ except as specifically provided herein. The administration and interpretation of the plans and regulations of the Planned Development District, including Permitted Uses, shall be with the City Manager or his designee.
- IV. **General Regulations:** ~~_____~~ These base zoning districts for the Planned Development District shall be Office and Retail Districts. Therefore, regulations contained in the Code of Ordinances applicable to the following zoning districts shall be included by reference and shall apply for each of the specified areas of the concept plan listed below, except as otherwise specified by this ordinance.
 - A. Article III, Division 12 – Office District (O)
 - B. Article III, Division 14 – Retail District (R)
- V. **Development Plans:**
 - A. Concept Plan: Development shall be in general conformance with the approved concept plans and site plans set forth in Exhibit C; however, in the event of conflict between the concept plans and/or site plans and the conditions, the conditions shall prevail. A concept plan shall be required and approved in accordance with Article II, Division 5 of the Code of Ordinances (public hearing) for any area not governed by an approved concept plan.
 - B. Landscape Plan: Development shall be in general conformance with the approved landscape plan set forth in Exhibit D; however, in the event of conflict between the landscape plan and the conditions, the conditions shall prevail.
 - C. Exterior Elevation Plan: Development shall be in general conformance with the approved exterior elevations as set forth in Exhibit E; however, in the event of

- conflict between the exterior elevations and the conditions, the conditions shall prevail.
- D. Signage Plan: Development shall be in general conformance with the approved signage plan as set forth in Exhibit F; however, in the event of conflict between the signage plan and the conditions, the conditions shall prevail.
- E. Amenities Plan: Development shall be in general conformance with the approved amenities plan as set forth in Exhibit G; however, in the event of conflict between the amenities plan and the conditions; the conditions shall prevail.
- F. North Maxwell Creek Road Plan~~Exhibit~~: North Maxwell Creek Road shall be upgraded in general conformance with the North Maxwell Creek Road plan~~exhibit~~ as set forth in Exhibit H and in accordance with the City of Murphy construction requirements. However, in the event of conflict between the exhibits, the conditions, and/or the generally accepted construction standards, the standards and conditions (in this order) shall prevail.
- G. The Concept Plan, Landscape Plan, Exterior Elevation Plan, Signage Plan and Amenities Plan ~~and Signage Plan~~ approval shall be for a period of one year from the date of City Council action on ~~each~~the plan. If within that one-year period a site plan has been submitted for a portion of the development, then the ~~c~~Concept ~~p~~Plan shall be deemed to have no expiration date. Site plans shall be valid for a period of one year from the date of City Council action on the plan.
- H. Site Plan – A Site Plan shall be submitted in accordance with the requirements set forth in Article ~~11~~14, Division 7 of the Code of Ordinances. The Site Plan may be for all or any part of the land within the Planned Development District.

VI. Specific Regulations:

- A. Permitted Uses. The following land uses listed below are the only uses authorized by right or by SUP within the Planned Development District. All other land uses contained in Article VI. Use Regulation Sections 86-661 through 86-6802 (See Appendix A-3 Use Regulations Chart) of the Code of Ordinances, as amended, for Retail and Office Districts not listed herein are expressly prohibited. Uses that must be authorized by SUP must be approved following the utilizing procedures set forth in Article V. Specific Use Permits, Sections 86-631 through 86-660 ~~131 thru 86-139~~ of the City of Murphy, Texas, Code of Ordinances, as amended.
1. Amusement Services (Indoors)
 2. Antique Shop (household items only; no outside storage)
 3. Art Dealer/Gallery
 - ~~4.~~ Artist Studio
 - ~~5-4.~~ Automobile Driving School (SUP)
 - ~~6-5.~~ Bakery (Retail)
 - ~~7-6.~~ Bank, Savings and Loan, or Credit Union ~~Credit Union~~ (Stand Alone with drive-through)-(limited to one)
 - ~~8.~~ Barber/Beauty Shop (Non-college)
 - ~~9-7.~~ Barber/Beauty Shop College (SUP)

EXHIBIT B

- ~~10.8.~~ Bed and Breakfast Inn (SUP)
- ~~11.9.~~ Book Store
- ~~12.~~ ~~Cafeteria~~
- ~~13.~~ ~~Church/Place of Worship~~
- ~~14.10.~~ Civic Club
- ~~15.~~ ~~Clinic (Medical)~~
- ~~16.~~ _____
- ~~17.~~ ~~Community Center (Municipal)~~
- ~~18.~~ ~~Computer Sales~~
- ~~19.~~ ~~Confectionary Store (Retail)~~
- ~~20.11.~~ Department Store
- ~~21.12.~~ Dinner Theater
- ~~22.~~ ~~Electronics — Retail~~
- ~~23.~~ ~~Hotel/Motel Extended Stay Hotels/Motels~~
- ~~24.13.~~ Financial Services (Advice/Invest)
- ~~25.14.~~ Florist
- ~~26.~~ ~~Furniture Sales (Indoor)~~ Furniture Home Furnishings or Appliance Store (Indoor)
- ~~27.15.~~ ~~Governmental Building (Municipal, State or Federal)~~
- ~~28.16.~~ Hardware Store
- ~~29.17.~~ Health Club (Physical Fitness Indoors)
- ~~18.~~ Hotel/Motel (SUP)
- ~~30.~~ ~~Insurance Agency Offices~~
- ~~31.19.~~ Laundry/Dry Cleaning (Drop Off/Pickup Only)
- ~~32.20.~~ Library (Public)
- ~~33.21.~~ Motion Picture Theater (Indoors)
- ~~34.~~ Museum (Indoors Only)
- ~~35.22.~~ ~~Needlework Shop~~
- ~~36.~~ ~~Non-Profit Activities by Church~~
- ~~37.23.~~ Offices (as allowed in Office zoning districts)
 - a. Insurance Agency Offices
 - b. Legal Services Offices
 - c. Medical Offices/Clinic (SUP)
 - d. Professional Offices
 - e. Real Estate Offices
 - f. Travel Agency
- ~~24.~~ Park and/or Playground (Public) (SUP)
- ~~38.25.~~ Pet Shop/Supplies
- ~~39.26.~~ ~~Pharmacy (SUP)~~
- ~~40.27.~~ Photo Studio
- ~~41.28.~~ Photocopying/Duplicating
- ~~42.~~ ~~Public Garage/Parking Structure~~
- ~~43.~~ ~~Real Estate Offices~~
- ~~44.29.~~ Restaurant or Cafeteria (with no drive-through/no drive-in service)
- ~~45.30.~~ Restaurant or Cafeteria (with drive-through/drive-in service) (SUP)
- ~~31.~~ Retail Store
- ~~46.~~ _____

EXHIBIT B

- ~~47. Retail Store (Drive-In) (SUP)~~
- ~~48. Savings and Loan (in-line only)~~
- ~~49. School, K through 12 (Public)~~
- ~~50. School, Vocational (SUP)~~
- ~~51.~~ 32. Shoe Repair
- ~~52. Skating Rink (Ice) (SUP)~~
- ~~53.~~ 33. Tailor Shop
- ~~54.~~ Theater (Non-Motion Picture; Live Drama)
- ~~34.~~ Travel Agency
- ~~55.~~ 35. Any land use having more than sixteen (16)-hour operations per day (SUP)

B. Area and Yard Regulations:

1. Setbacks From Property Lines Adjacent To Streets:
 - a. Building Setbacks - No building of any kind and no part thereof shall be placed within the following setback lines:
 - i. Minimum 50 feet from FM 544 and FM 2551 (Murphy Road).
 - ii. Minimum 50 feet from North Maxwell Creek Road right-of-way.
 - ~~ii.~~ iii. Minimum 50 feet from right-of-way of all other public streets, roads, etc.
 - b. Landscape Setbacks
 - i. Minimum 15 feet from FM 544 and FM 2551 (Murphy Road).
 - ii. Minimum 15 feet from ~~Maxwell~~ North Maxwell Creek Road right-of-way.
2. Setbacks From Property Lines Not Adjacent To Streets:
 - a. Building Setbacks – No building of any kind and no part thereof shall be placed within the following setback lines:
 - i. Minimum 15 feet from rear and side lines of the overall property and 13.8-acre each tract or 0 feet with landscaping, except where buildings on adjacent lots abut each other. In the case of abutting buildings, the building setback shall be 0 feet.
 - ii. Minimum 50 feet abutting residential districts for single story buildings not exceeding an average of 35 feet in height. However, any proposed theaters shall have an average maximum height of 45 feet. All pad sites along FM 544 shall have a maximum average height of 25 feet.

iii. Maximum 50 feet along the DART right-of-way along the north ~~side of the property~~ line.

3. There is no maximum building size as long as fire standards and other site requirements, such as parking and landscaping, etc. are met.

C. Parking, Driveways & Sidewalks:

1. Parking areas shall not be permitted within any landscape buffer strip.
2. Parking shall not be permitted in front of the building except that parking may be provided in front of the building at a ratio not greater than 15 percent. Retail and restaurant uses are exempt from this requirement.
3. Fire lanes, driveway, loading areas and access easements shall be paved in accordance with the minimum design standards of the City of Murphy codes and ordinances.
4. The number of required parking spaces shall be dependent upon the use and shall meet the requirements of the City of Murphy Code of Ordinances. All pads (in-line or stand-alone with a footprint larger than 19,000 square feet shall be considered commercial in zoning and provide parking at a rate of 1 space for every 250 square feet. All pads smaller than 19,000 square feet shall be considered retail or restaurant and shall have parking according to the Code of Ordinances. Parking for any proposed theater shall be provided at a ratio of 1 space for every 5 seats.
5. No required parking space may be occupied by signs, cart corrals, merchandise, or display items at any time.
6. Sidewalks along FM 544 and North Maxwell Creek Road shall be a minimum of 8 feet in width.

D. Loading and Unloading

1. Truck loading berths and apron space shall not be located on the street side of any building, however, and exceptions can be addressed during site plan approval. In those instances where 3 or more sides of the building face dedicated streets, the loading berth shall be screened from view.
2. Truck loading berths and apron space shall not be located within any required setback or landscape buffer strip.

E. Minimum Exterior Construction Standards, Building Materials and Design – Exterior Construction and Design Requirements shall be architecturally compatible with the approved elevation plans for Murphy Marketplace as shown in Exhibit E, except as provided below.

1. Color schemes shall reflect a certain quality and expression consistent with the architectural character and design of the structure. Accent colors may be used to identify architectural features or highlight details. The use of primary or garish colors shall not be predominately used on the exterior facade of any structure.

2. Stand fans, skylights, cooling towers, communication towers, satellite dishes, vents, and any other structures or equipment, whether located on the roof or elsewhere, shall be architecturally compatible or effectively shielded from view from any public or private dedicated street by an architecturally sound method.
 3. Each commercial building, complex of buildings, or separate commercial business enterprises shall have a trash bin on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, handling, moving, storing, removing and disposing of all waste materials must be housed or screened from view.
 4. Building roofs shall be so designed and constructed as to prevent water ponding and to shed water in a reasonable amount of time. Built-up roofs and roof-top items which include equipment, piping, flashing, and other items shall be maintained for continuity of the roof appearance.
 5. Roof top equipment, piping, flashing, and other items on the roof shall be screened by a perimeter parapet wall so as not to be visible from roadways.
 6. In all cases, mechanical equipment on roofs and outcroppings should be clad by a like building material or painted with a color scheme similar to the principal structure walls or roof.
- F. Landscape Standards. Landscaping shall be compatible with the approved landscape plan as shown in Exhibit D and comply with the standards set forth in Article VII, Division 3 of the Code of Ordinances, except as provided below.
1. All landscaping shall use a unified design for the entire property~~Tract~~. Landscaping shall be required on all developments within the Planned Development District and shall be complete prior to the issuance of any certificate of occupancy or final building inspection for the development. An automatic underground irrigation system shall be installed and maintained for all required landscaping and shall be in place and operable at time of planting.
 2. A landscape buffer shall be provided fifteen (15) feet in depth adjacent to the right-of-way of FM 544, fifteen (15) feet in depth adjacent to North Maxwell Creek Road and ten (10) feet in depth adjacent to all other roads (includes public streets and private access drives) as measured from the back of curb of the public or private street to the back of curb of any site paving. No parking may be placed within any landscape buffer. Pedestrian easements may be located within a landscape buffer. The width of the sidewalk may be included in the calculation of the buffer depth for fifteen (15) foot buffers, but may not be included in the calculation of the buffer depth for ten (10) foot buffers.
 3. A landscape buffer shall be provided for an average of fifteen (15) feet in depth adjacent to the Southern Pacific/DART Railroad right-of-way.

EXHIBIT B

4. Parking Lots:

a. A minimum percentage of the parking area shall be landscaped according to the following requirements. Such landscaping shall be distributed within the parking area, occurring within medians, islands, or peninsulas. All such landscape areas shall be protected by concrete curbing or other acceptable devices which prohibit vehicular access to landscaped areas. Bumper overhang shall not be included as part of required landscaping. A permeable area no less than four (4) feet by four (4) feet shall be provided surrounding each tree located in a surface parking area.

1. A total of five (5) percent of the interior of the entire parking lot regardless of location, shall be landscaped. One large tree or three (3) ornamental trees from the Plant List, shall be provided for each twelve (12) parking spaces, and planted within the five (5) percent area. Trees shall be distributed so that bays of parking spaces shall not exceed eighteen (18) spaces in length.

G. Screening. Screening shall comply with the standards set forth in Article VII, Division 5 of the Code of Ordinances, except as provided below.

1. All screening at the rear of the property will be a live screen where required. Plant materials shall conform to the standards of the approved plant list in Section 50 and the current edition of the "American Standard for Nursery Stock" (as amended), published by the American Association of Nurserymen. Bald Cypress trees are excluded from the approved list. The existing railroad berm will also serve as a natural screen between the nonresidential and residential districts.
2. All truck docks/loading areas for anchor stores with a footprint greater than 100,000 square feet shall be screened from view through the use of 12-foot all masonry walls (which are the same colors and materials as main building). All other screening of the rear of the site shall be living screens (eight foot height and at least 75 percent capacity within four years of planting unless such areas are screened from public views by a building).
3. Outside seasonal displays shall be permitted with the Planned Development District.

H. Site Lighting. Lighting shall comply with the standards set forth in Article VII, Division 9 of the Code of Ordinances, except as provided below.

1. Lighting should be provided for vehicular, pedestrian, signage, architectural and site features.
2. Site lighting fixtures used along entrance driveways and parking areas shall be uniform and a consistent design within the development. Lighting standards for illuminating these areas shall be no taller than 40 feet high. However, the height of all light standards shall be subject to review of the lighting plan during the Site Plan review.

3. The pattern of light pooling from each fixture shall be carefully considered to provide smooth, even lighting of driveways and parking, while eliminating light intrusion into adjacent property outside of the planned development district. Parking areas shall have a minimum of 3-foot candles initial and a minimum average of 2-foot candle on a maintained basis. Light sources shall be metal halide, mercury vapor or of similar color. Yellow/orange source lights are prohibited from use. Incandescent source lighting should be considered for pedestrian areas and near buildings.
 4. Pedestrian walkways, courts, gardens and entrance areas shall be illuminated to enhance the pedestrian qualities of the development. Low level fixtures should complement the architectural design and focus on quality landscape lighting that will enhance the development.
 5. General illumination shall commence one half hour before sunset and last until the Building Site is closed for the evening. Parking structures and pedestrian walkways shall be illuminated during all hours of darkness and when poor weather conditions warrant.
- I. Signage and Graphics: On-site signage will be in accordance with the Signage Criteria package provided and included as Exhibit F. Signage shall comply with the standards set forth in Article VII, Division 11 of the Code of Ordinances, except as provided below or within the Signage Criteria package (Exhibit F).
1. General
 - a. Monument signs - One (1) monument sign shall be allowed on each lot and shall be limited to a maximum area of 50 square feet.
 2. Anchor Signs
 - a. Anchor signs will only be allowed for tenants with a total building footprint of 10,000 square feet or above.
 - b. Anchor signs shall be internally illuminated aluminum channel letters with 1/8" Plexiglass front. The maximum letter height shall be 5'6".
 - c. All anchor signs shall be illuminated until 10:00 pm regardless of store hours.
 - d. Ancillary signs shall not exceed the size of the primary signs. The length of the sign shall not exceed 80% of the tenant width or the width of the architectural element.
 3. Retail Signage
 - a. Retail signage requirements will apply to tenants with a total building footprint of 9,999 square feet or less.
 - b. Retail signs shall be individually backlit aluminum channel letters over 1/8" aluminum "outline" panel to be offset 2".

EXHIBIT B

- c. Typefaces, logos, and colors are subject to the landlord's approval and subject to the City of Murphy requirements.
- d. The length of the retail sign shall not exceed 80% of the tenant width or the width of the architectural element.
- e. The letter height shall range between a minimum of 1' to a maximum of 2'-6".
- f. For corner tenants and freestanding buildings, secondary signage shall not exceed the size of the primary signage.

4. Monument Signs

- a. Multi-tenant monument signs shall identify multiple tenants or uses within a given area. Single-tenant monument signs shall identify a single tenant and one shall be allowed on each lot. Locations of the monuments signs are as shown within the Signage Criteria package.
- b. Multi-tenant monument signs shall be a maximum of 10 feet tall. Single-tenant monument signs shall be a maximum of 7 feet tall.
- c. All monument signs shall be double-sided, internally illuminated Plexiglass sign panels contained within a masonry structure. Monument signage may also be lit by ground mounted flood lighting or internal letter illumination either face lit or reverse channel lit. Light fixtures should be screened from view in front of the sign.
- d. Monument signs shall be located at a set-back distance of not less than eight (8) feet from the right-of-way line of any adjacent street and incorporated within the landscaping area or buffer.
- e. Multi-tenant monument signs: The maximum structure area for the multi-tenant monument sign shall be 184 square feet. The maximum signage area will be 94 square feet. Signage shall be similar to detail shown within the Signage Criteria package.
- f. Single-tenant monument signs: The maximum structure area for the single-tenant monument sign shall be 80 square feet. The maximum signage area will be 25 square feet. Signage shall be similar to detail shown within the Signage Criteria package.
- g. Construction of monument signs shall include a base of material compatible with the material used for buildings.

5. Temporary Marketing Signage

- a. One (1) quality temporary marketing signs shall be permitted on the development on FM 544. These signs shall be allowed for a term of twelve (12) months from the date of installation. Temporary marketing signs may be permitted for a longer period of time upon approval by the City.

- b. The maximum signage area will be 64 square feet. The maximum height shall be 8 feet. Signage shall be similar to detail shown within the Signage Criteria package.
- c. All other temporary signage not specifically referred to in the Signage Criteria package or in this section shall comply with the City of Murphy standards.
- d. Construction of temporary signs are not required to be constructed of the material used for buildings.

J. Open Space

1. Development within the property~~13.8-acre tract~~ ~~shall~~should make a positive impact to the City by providing defined public spaces and activity centers so that varied activities are encouraged within these areas. This can be accomplished through the incorporation of open spaces that become public amenities and that provide interest within the property~~Tract~~ at the pedestrian level.
2. Outdoor Seating. Any establishment serving food for consumption on-premises is encouraged to provide an outdoor seating area and need to ~~shall~~ be approved with the site plan. The outdoor seating area may be included as a portion of the 5% open space requirement as stated in the following subsection 3. (b.) below.
3. An additional 5% of open space is required in addition to the landscape, setback, and parking lot island requirements. The additional 5% may be located adjacent to the required setbacks or landscaping at the ROW and property lines or in front or in some cases to the side of the structure. The additional open space percentage may not include the building footprint or vehicular parking lot. This area and associated amenities shall be approved on the site plan. At least one of the following amenities shall be located within the additional 5% open space area and count towards the required percentage.
 - a. Water feature, such as a fountain or detention pond with constant water level.
 - b. Plaza or courtyard with art sculpture piece.
 - c. Outdoor patio or gazebo with seating area.
 - d. Other areas for pedestrian congregation, as may be approved on the site plan.
4. Outside seasonal displays are allowed within ~~shall be permitted with~~ the Planned Development District. Outside storage is not allowed.

VII. **Special Regulations:**

Maxwell~~North Maxwell~~ Creek Road: As a part of this development, the existing asphalt Maxwell~~North Maxwell~~ Creek Road shall be upgraded to a concrete curb and

gutter street. Public right-of-way with a width of 60 feet shall be dedicated by plat and centered on the existing roadbed in accordance with the City of Murphy Thoroughfare Plan. As shown in Exhibit H, ~~Maxwell~~North Maxwell Creek Road will be widened to a three-lane undivided roadway with the middle lane serving as a turn lane. The proposed roadway will then taper from three lanes to two lanes prior to the existing railroad tracks along the north side of the site. The developer is only responsible for half of the roadway construction costs; however, it is understood that the cost of the eastern half of the roadway would overburden the property east of ~~Maxwell~~North Maxwell Creek Road. Therefore, roadway construction costs will be shared between the developer of the site and the City of Murphy as detailed/negotiated under separate cover.

Traffic Impact Analysis Recommendations: As recommended by the TIA dated September 2007, the following traffic control measures shall be instituted: a traffic signal shall be installed at FM 544 and North Maxwell Creek Road, a shared thru and right turn lane and dedicated left turn lane southbound on ~~Maxwell~~North Maxwell Creek Road at FM 544 and dedicated left and right turn lanes for the driveways leading to ~~Maxwell~~North Maxwell Creek Road from the subject property shall be installed.

Utility/Power Lines: New utility distribution and service lines for individual business establishments, buildings, signs and for any other site development features shall be placed underground.

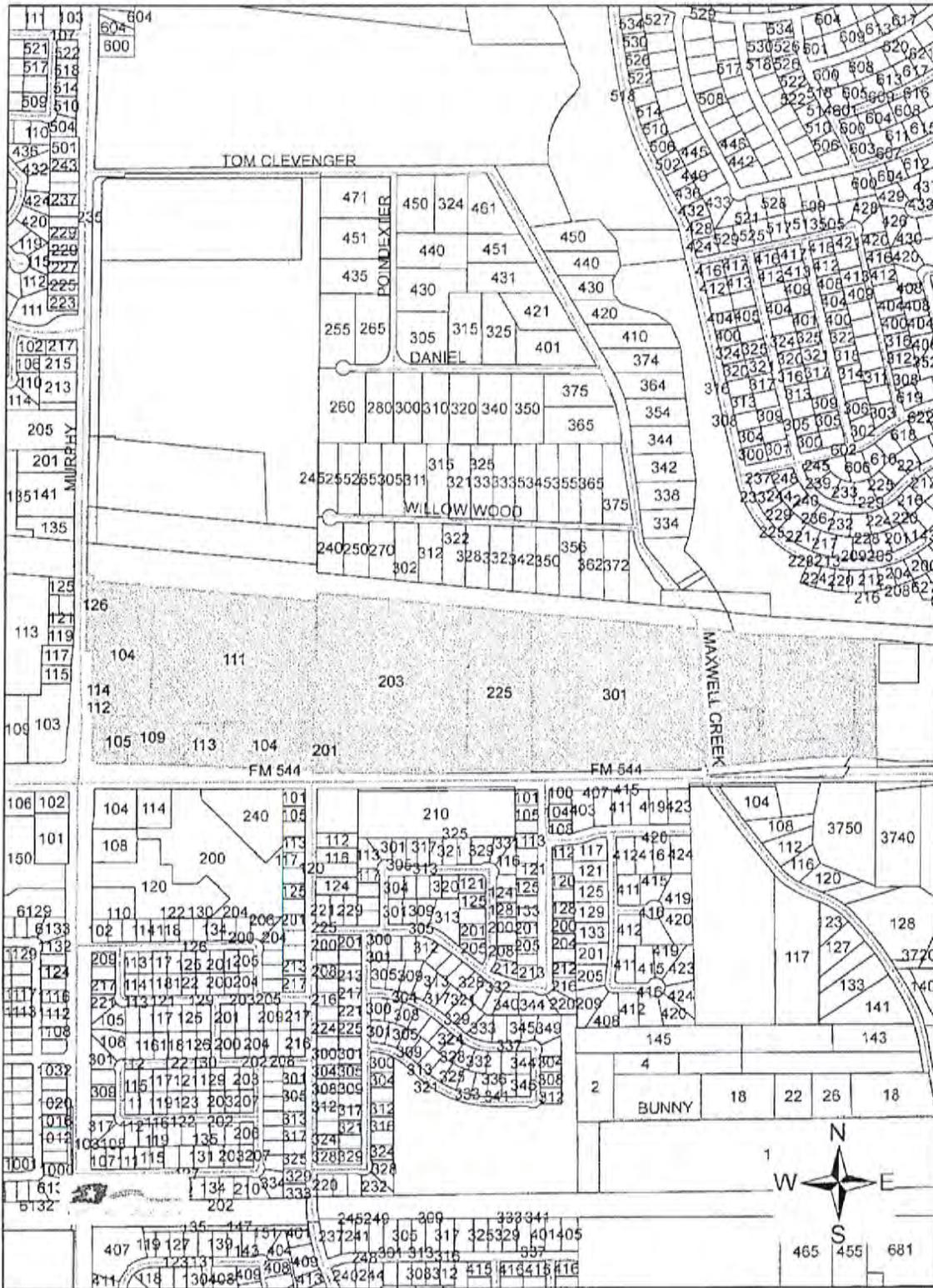
Pedestrian Streetscape: Pedestrian spaces throughout the Planned Development District shall be treated with amenities that are selected based upon their ability to unify the streetscape and shall be established on the overall concept plan for each ~~Tract~~tract. These features shall include, but are not limited to, benches, trash receptacles, bicycle racks, lighting poles, etc.

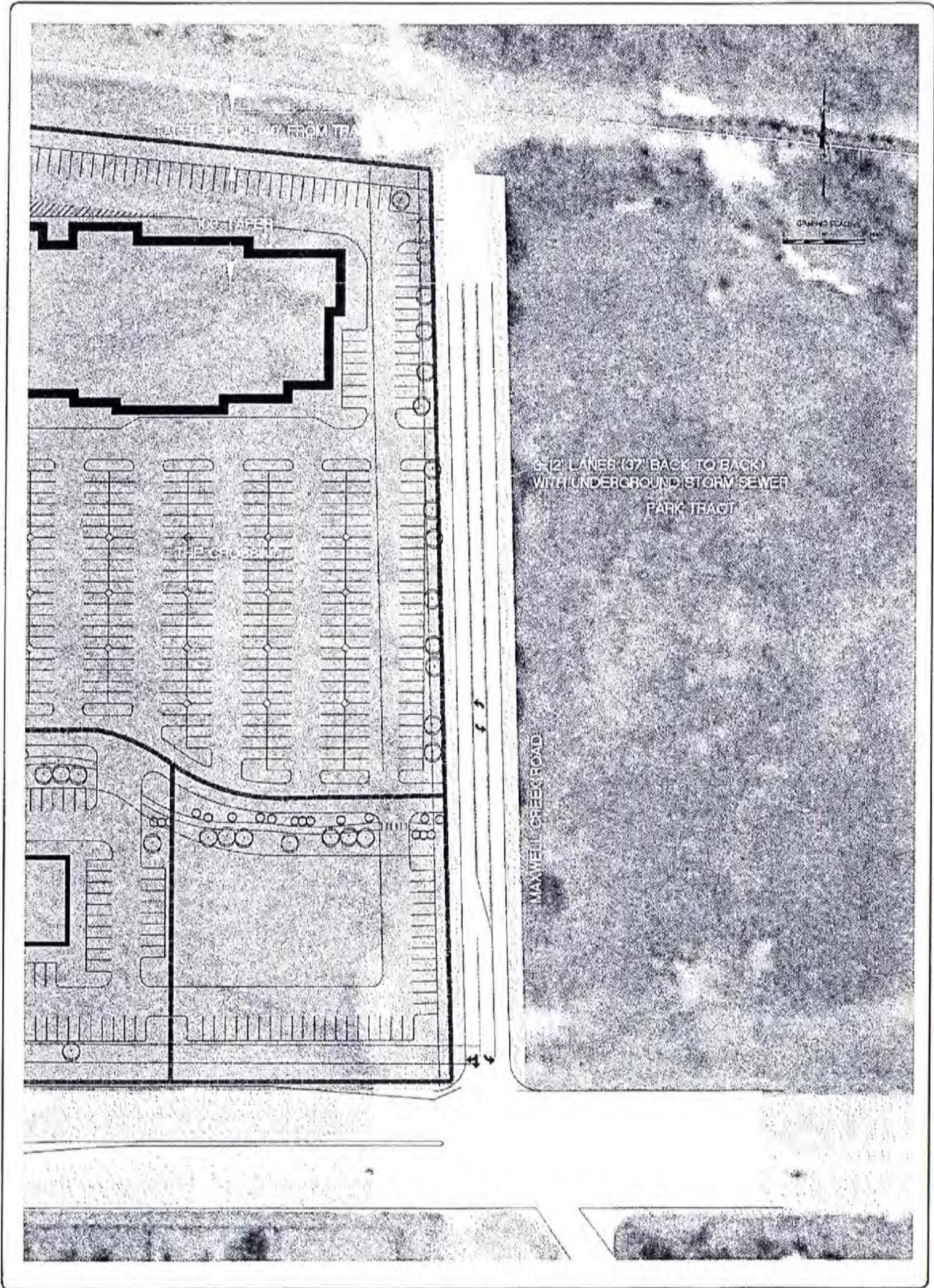
Cross-Access Requirement: A joint access (i.e. – ingress, egress) easement shall be required to minimize the number of driveway openings along FM 544. The location(s) of access easement(s) shall be shown on the site plan and shall comply with the Texas Department of Transportation (TxDOT) Access Management Standards.

Building Placement/Orientation: Buildings shall be placed in a manner that is conducive to a pedestrian-oriented atmosphere, wherever possible. Any building within 200 feet of FM 544 shall either face such right-of-way or shall have a façade facing such right-of-way that is in keeping with the character of the building's main façade.

PRIOR EXHIBITS

Location Map - Zoning File 2009-01





DATE	BY	CHKD	APP'D

MAXWELL CREEK ROAD EXHIBIT

MAXWELL CREEK ROAD EXHIBIT

Adams
ENGINEERING
100 S. PULASKI AVE., SUITE 100, CHICAGO, ILLINOIS 60607 (312) 386-0000

THE INFORMATION ON THESE DRAWINGS IS THE PROPERTY OF ADAMS ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ADAMS ENGINEERING.

NO.	DATE	BY	CHKD	APP'D

EXHIBIT B

ZONING FILE NO. 2009-01

FM 544

Between North Murphy Road (FM 2551) and Maxwell Creek

PLANNED DEVELOPMENT CONDITIONS

- I. **Statement of Intent:** The intent of this Planned Development District is to provide high quality mixed-use, primarily retail, development that is consistent with the Comprehensive Plan and that is beneficial and complementary to the City of Murphy in terms of visual identity.
- II. **Statement of Purpose:** The purpose of this Planned Development District is to ensure that any development that occurs within the area designated by this Planned Development encourage a mixed-use application including, but not limited to the following.
 - Restaurants;
 - Upscale retail shops and boutiques;
- III. **Statement of Effect:** This Planned Development shall not affect any regulation found in the City of Murphy Code of Ordinances, Ordinance No. 06-12-708, as amended, except as specifically provided herein.
- IV. **General Regulations:** The following regulations of the Code of Ordinances shall be included by reference and shall apply for each of the specified areas of the concept plan listed below, except as otherwise specified by this ordinance.
 - A. Article III, Division 12 – Office (O)
 - B. Article III, Division 14 – Retail (R)
- V. **Development Plans:**
 - A. Concept Plan: Development shall be in general conformance with the approved concept plan set forth in Exhibit C; however, in the event of conflict between the concept plan and the conditions, the conditions shall prevail. A concept plan shall be required and approved in accordance with Article II, Division 5 of the Code of Ordinances (public hearing) for any area not governed by an approved concept plan.
 - B. Landscape Plan: Development shall be in general conformance with the approved landscape plan set forth in Exhibit D; however, in the event of conflict between the landscape plan and the conditions, the conditions shall prevail.
 - C. Exterior Elevation Plan: Development shall be in general conformance with the approved exterior elevations as set forth in Exhibit E; however, in the event of conflict between the exterior elevations and the conditions, the conditions shall prevail.
 - D. Signage Plan: Development shall be in general conformance with the approved signage plan as set forth in Exhibit F; however, in the event of conflict between the signage plan and the conditions, the conditions shall prevail.

- E. Amenities: Development shall be in general conformance with the approved amenities plan as set forth in Exhibit G; however, in the event of conflict between the amenities plan and the conditions; the conditions shall prevail.
- F. Maxwell Creek Road Exhibit: Maxwell Creek Road shall be upgraded in general conformance with the exhibit as set forth in Exhibit H and in accordance with the City of Murphy construction requirements. However, in the event of conflict between the exhibits, the conditions, and/or the generally accepted construction standards, the standards and conditions (in this order) shall prevail.
- G. Concept Plan, Landscape Plan, Exterior Elevation Plan, Amenities Plan and Signage Plan approval shall be for a period of one year from the date of City Council action on the plan. If within that one-year period a site plan has been submitted for a portion of the development, then the Concept Plan shall be deemed to have no expiration date. Site plans shall be valid for a period of one year from the date of City Council action on the plan.
- H. Site Plan – A Site Plan shall be submitted in accordance with the requirements set forth in Article 11, Division 7 of the Code of Ordinances. The Site Plan may be for all or any part of the land within the Planned Development District.

VI. Specific Regulations:

- A. Permitted Uses. The following uses shall be permitted.
 - 1. Amusement Services (Indoor)
 - 2. Antique Shop (household items only)
 - 3. Art Dealer/Gallery
 - 4. Artist Studio
 - 5. Automobile Driving School (SUP)
 - 6. Bakery (Retail)
 - 7. Bank/Credit Union (limited to one)
 - 8. Barber/Beauty Shop
 - 9. Barber/Beauty Shop College (SUP)
 - 10. Bed and Breakfast Inn
 - 11. Book Store
 - 12. Cafeteria
 - 13. Church/Place of Worship
 - 14. Civic Club
 - 15. Clinic (Medical)
 - 16. Community Center (Municipal)
 - 17. Computer Sales
 - 18. Confectionary Store (Retail)
 - 19. Department Store
 - 20. Dinner Theater
 - 21. Electronics - Retail
 - 22. Extended Stay Hotels/Motels
 - 23. Financial Services (Advice/Invest)
 - 24. Florist
 - 25. Furniture Sales (Indoor)
 - 26. Governmental Building (Municipal, State or Federal)

EXHIBIT B

27. Hardware Store
28. Health Club (Indoors)
29. Hotel/Motel
30. Insurance Agency Offices
31. Laundry/Dry Cleaning (Drop Off/Pickup Only)
32. Library (Public)
33. Motion Picture Theater
34. Museum (Indoor)
35. Needlework Shop
36. Non-Profit Activities by Church
37. Offices (as allowed in Office zoning districts)
38. Park and/or Playground (Public)
39. Pet Shop/Supplies
40. Pharmacy (SUP)
41. Photo Studio
42. Photocopying/Duplicating
43. Public Garage/Parking Structure
44. Real Estate Offices
45. Restaurant
46. Restaurant (Drive-In) (SUP)
47. Retail Store
48. Retail Store (Drive-In) (SUP)
49. Savings and Loan (in-line only)
50. School, K through 12 (Public)
51. School, Vocational (SUP)
52. Shoe Repair
53. Skating Rink (Ice) (SUP)
54. Tailor Shop
55. Theater (Live Drama)
56. Travel Agency

B. Area and Yard Regulations:

1. Setbacks From Property Lines Adjacent To Streets:
 - a. Building Setbacks - No building of any kind and no part thereof shall be placed within the following setback lines:
 - i. Minimum 50 feet from FM 544.
 - ii. Minimum 50 feet from North Maxwell Creek Road right-of-way.
 - b. Landscape Setbacks
 - i. Minimum 15 feet from FM 544.
 - ii. Minimum 15 feet from Maxwell Creek Road right-of-way.
2. Setbacks From Property Lines Not Adjacent To Streets:
 - a. Building Setbacks – No building of any kind and no part thereof shall be placed within the following setback lines:

EXHIBIT B

- i. Minimum 15 feet from rear and side lines of the overall 13.8-acre tract or 0 feet with landscaping, except where buildings on adjacent lots abut each other. In the case of abutting buildings, the building setback shall be 0 feet.
 - ii. Minimum 50 feet abutting residential districts for single story buildings not exceeding an average of 35 feet in height. However, any proposed theaters shall have an average maximum height of 45 feet. All pad sites along FM 544 shall have a maximum average height of 25 feet.
 - iii. Maximum 50 feet along the DART right-of-way along the north side of the property.
3. There is no maximum building size as long as fire standards and other site requirements, such as parking and landscaping, etc. are met.

C. Parking, Driveways & Sidewalks:

1. Parking areas shall not be permitted within any landscape buffer strip.
2. Parking shall not be permitted in front of the building except that parking may be provided in front of the building at a ratio not greater than 15 percent. Retail and restaurant uses are exempt from this requirement.
3. Fire lanes, driveway, loading areas and access easements shall be paved in accordance with the minimum design standards of the City of Murphy codes and ordinances.
4. The number of required parking spaces shall be dependent upon the use and shall meet the requirements of the City of Murphy Code of Ordinances. All pads (in-line or stand-alone with a footprint larger than 19,000 square feet shall be considered commercial in zoning and provide parking at a rate of 1 space for every 250 square feet. All pads smaller than 19,000 square feet shall be considered retail or restaurant and shall park according to the Code of Ordinances. Parking for any proposed theater shall be provided at a ratio of 1 space for every 5 seats.
5. No required parking space may be occupied by signs, cart corrals, merchandise, or display items at any time.
6. Sidewalks along FM 544 and North Maxwell Creek Road shall be a minimum of 8 feet in width.

D. Loading and Unloading

1. Truck loading berths and apron space shall not be located on the street side of any building, however, and exceptions can be addressed during site plan approval. In those instances where 3 or more sides of the building face dedicated streets, the loading berth shall be screened from view.
2. Truck loading berths and apron space shall not be located within any required setback or landscape buffer strip.

EXHIBIT B

- E. Minimum Exterior Construction Standards, Building Materials and Design – Exterior Construction and Design Requirements shall be architecturally compatible with the approved elevation plans for Murphy Marketplace as shown in Exhibit E, except as provided below.
1. Color schemes shall reflect a certain quality and expression consistent with the architectural character and design of the structure. Accent colors may be used to identify architectural features or highlight details. The use of primary or garish colors shall not be predominately used on the exterior facade of any structure.
 2. Stand fans, skylights, cooling towers, communication towers, satellite dishes, vents, and any other structures or equipment, whether located on the roof or elsewhere, shall be architecturally compatible or effectively shielded from view from any public or private dedicated street by an architecturally sound method.
 3. Each commercial building, complex of buildings, or separate commercial business enterprises shall have a trash bin on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, handling, moving, storing, removing and disposing of all waste materials must be housed or screened from view.
 4. Building roofs shall be so designed and constructed to prevent water ponding and to shed water in a reasonable amount of time. Built-up roofs and roof-top items which include equipment, piping, flashing, and other items shall be maintained for continuity of the roof appearance.
 5. Roof top equipment, piping, flashing, and other items on the roof shall be screened by a perimeter parapet wall so as not to be visible from roadways.
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 2. A landscape buffer shall be provided fifteen (15) feet in depth adjacent to the right-of-way of FM 544, fifteen (15) in depth adjacent to North Maxwell Creek Road and ten (10) feet in depth adjacent to all other roads (includes public streets and private access drives) as measured from the

EXHIBIT B

back of curb of the public or private street to the back of curb of any site paving. No parking may be placed within any landscape buffer. Pedestrian easements may be located within a landscape buffer. The width of the sidewalk may be included in the calculation of the buffer depth for fifteen (15) foot buffers, but may not be included in the calculation of the buffer depth for ten (10) foot buffers.

3. A landscape buffer shall be provided for an average of fifteen (15) feet in depth adjacent to the Southern Pacific/DART Railroad right-of-way.
4. Parking Lots:
 - a. A minimum percentage of the parking area shall be landscaped according to the following requirements. Such landscaping shall be distributed within the parking area, occurring within medians, islands, or peninsulas. All such landscape areas shall be protected by concrete curbing or other acceptable devices which prohibit vehicular access to landscaped areas. Bumper overhang shall not be included as part of required landscaping. A permeable area no less than four (4) feet by four (4) feet shall be provided surrounding each tree located in a surface parking area.
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 3. The pattern of light pooling from each fixture shall be carefully considered to provide smooth, even lighting of driveways and parking, while eliminating light intrusion into adjacent property outside of the planned development district. Parking areas shall have a minimum of 3-foot candles initial and a minimum average of 2-foot candle on a maintained basis. Light sources shall be metal halide, mercury vapor or of similar color. Yellow/orange source lights are prohibited from use. Incandescent source lighting should be considered for pedestrian areas and near buildings.
 4. Pedestrian walkways, courts, gardens and entrance areas shall be illuminated to enhance the pedestrian qualities of the development. Low level fixtures should complement the architectural design and focus on quality landscape lighting that will enhance the development.
 5. General illumination shall commence one half hour before sunset and last until the Building Site is closed for the evening. Parking structures and pedestrian walkways shall be illuminated during all hours of darkness and when poor weather conditions warrant.
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 - b. Anchor signs shall be internally illuminated aluminum channel letters with 1/8" Plexiglass front. The maximum letter height shall be 5'6".
 - c. All anchor signs shall be illuminated until 10:00 pm regardless of store hours.
 - d. Ancillary signs shall not exceed the size of the primary signs. The length of the sign shall not exceed 80% of the tenant width or the width of the architectural element.
 3. Retail Signage

EXHIBIT B

- a. Retail signage requirements will apply to tenants with a total building footprint of 9,999 square feet or less.
- b. Retail signs shall be individually backlit aluminum channel letters over 1/8" aluminum "outline" panel to be offset 2".
- c. Typefaces, logos, and colors are subject to the landlord's approval and subject to the City of Murphy requirements.
- d. The length of the retail sign shall not exceed 80% of the tenant width or the width of the architectural element.
- e. The letter height shall range between a minimum of 1' to a maximum of 2'-6".
- f. For corner tenants and freestanding buildings, secondary signage shall not exceed the size of the primary signage.

4. Monument Signs

- a. Multi-tenant monument signs shall identify multiple tenants or uses within a given area. Single-tenant monument signs shall identify a single tenant and one shall be allowed on each lot. Locations of the monuments signs are as shown within the Signage Criteria package.
- b. Multi-tenant monument signs shall be a maximum of 10 feet tall. Single-tenant monument signs shall be a maximum of 7 feet tall.
- c. All monument signs shall be double-sided, internally illuminated Plexiglas sign panels contained within a masonry structure. Monument signage may also be lit by ground mounted flood lighting or internal letter illumination either face lit or reverse channel lit. Light fixtures should be screened from view in front of the sign.
- d. Monument signs shall be located at a set back distance of not less than eight (8) feet from the right-of-way line of any adjacent street and incorporated within the landscaping area or buffer.
- e. Multi-tenant monument signs: The maximum structure area for the multi-tenant monument sign shall be 184 square feet. The maximum signage area will be 94 square feet. Signage shall be similar to detail shown within the Signage Criteria package.
- f. Single-tenant monument signs: The maximum structure area for the single-tenant monument sign shall be 80 square feet. The maximum signage area will be 25 square feet. Signage shall be similar to detail shown within the Signage Criteria package.
- g. Construction of monument signs shall include a base of material compatible with the material used for buildings.

5. Temporary Marketing Signage

- a. One (1) quality temporary marketing signs shall be permitted on the development on FM 544. These signs shall be allowed for a term of twelve (12) months from the date of installation. Temporary marketing

EXHIBIT B

signs may be permitted for a longer period of time upon approval by the City.

- b. The maximum signage area will be 64 square feet. The maximum height shall be 8 feet. Signage shall be similar to detail shown within the Signage Criteria package.
- c. All other temporary signage not specifically referred to in the Signage Criteria package or in this section shall comply with the City of Murphy standards.
- d. Construction of temporary signs are not required to be constructed of the material used for buildings.

J. Open Space

1. Development within the 13.8 acre tract should make a positive impact to the City by providing defined public spaces and activity centers so that varied activities are encouraged within these areas. This can be accomplished through the incorporation of open spaces that become public amenities and that provide interest within the Tract at the pedestrian level.
2. Outdoor Seating. Any establishment serving food for consumption on-premises is encouraged to provide an outdoor seating area and shall be approved with the site plan. The outdoor seating area may be included as a portion of the 5% open space requirement as stated in (b.) below.
3. An additional 5% of open space is required in addition to the landscape, setback, and parking lot island requirements. The additional 5% may be located adjacent to the required setbacks or landscaping at the ROW and property lines or in front or in some cases to the side of the structure. The additional open space percentage may not include the building footprint or vehicular parking lot. This area and associated amenities shall be approved on the site plan. At least one of the following amenities shall be located within the additional 5% open space area and count towards the required percentage.
 - a. Water feature, such as a fountain or detention pond with constant water level.
 - b. Plaza or courtyard with art sculpture piece.
 - c. Outdoor patio or gazebo with seating area.
 - d. Other areas for pedestrian congregation, as may be approved on the site plan.
4. Outside seasonal displays shall be permitted with the Planned Development District.

VII. **Special Regulations:**

Maxwell Creek Road: As a part of this development, the existing asphalt Maxwell Creek Road shall be upgraded to a concrete curb and gutter street. Public right-of-way

EXHIBIT B

with a width of 60 feet shall be dedicated by plat and centered on the existing roadbed in according to the City of Murphy Thoroughfare Plan. As shown in Exhibit H, Maxwell Creek Road will be widened to a three-lane undivided roadway with the middle lane serving as a turn lane. The proposed roadway will then taper from three lanes to two lanes prior to the existing railroad tracks along the north side of the site. The developer is only responsible for half of the roadway construction costs; however, it is understood that the cost of the eastern half of the roadway would overburden the property east of Maxwell Creek Road. Therefore, roadway construction costs will be shared between the developer of the site and the City of Murphy as detailed/negotiated under separate cover.

Traffic Impact Analysis Recommendations: As recommended by the TIA dated September 2007, the following traffic control measures shall be instituted: a traffic signal shall be installed at FM 544 and North Maxwell Creek Road, a shared thru and right turn lane and dedicated left turn lane southbound on Maxwell Creek Road at FM 544 and dedicated left and right turn lanes for the driveways leading to Maxwell Creek Road from the subject property shall be installed.

Utility/Power Lines: New utility distribution and service lines for individual business establishments, buildings, signs and for any other site development features shall be placed underground.

Pedestrian Streetscape: Pedestrian spaces throughout the Planned Development District shall be treated with amenities that are selected based upon their ability to unify the streetscape and shall be established on the overall concept plan for each Tract. These features shall include, but are not limited to, benches, trash receptacles, bicycle racks, lighting poles, etc.

Cross-Access Requirement: A joint access (i.e. – ingress, egress) easement shall be required to minimize the number of driveway openings along FM 544. The location(s) of access easement(s) shall be shown on the site plan and shall comply with the Texas Department of Transportation (TxDOT) Access Management Standards.

Building Placement/Orientation: Buildings shall be placed in a manner that is conducive to a pedestrian-oriented atmosphere, wherever possible. Any building within 200 feet of FM 544 shall either face such right-of-way or shall have a façade facing such right-of-way that is in keeping with the character of the building's main façade.



TABLATIONS
 LOT 5 COVERAGE - 41.75%
 THEATER PARKING PROVIDED - 87 SPACES
 PARKING RATIO - 4.38 SEATS/PKG SPACE

LOT 6 COVERAGE - 41.85%
 50% RESTAURANT - 7,000 SF
 PARKING REQ @ 10 PER 1000 SF - 70 SPACES
 50% RETAIL - 7,000 SF
 PARKING REQ @ 5 PER 1000 SF - 35 SPACES
 TOTAL SPACES REQUIRED - 105 SPACES
 PARKING PROVIDED - 107 SPACES

TOTAL SITE AREA - 12.02 ACRES
 TOTAL BUILDING AREA - 85,800 SF

SP-046
 SCALE: 1" = 40'
 APPROVED BY: _____ DATE: _____



THE CROSSING AT MURPHY MARKETPLACE
 MURPHY, TEXAS
 A JOINT DEVELOPMENT BY:
LANGFORD & CHAMPION PARTNERS

O'BRIEN & ASSOCIATES, INC.
 ARCHITECTURE • INTERIORS • PLANNING
 410 W. MARKET - 14th FLOOR - SUITE 1400 - DALLAS, TEXAS 75202 • 214.761.2200 • FAX 214.761.2202

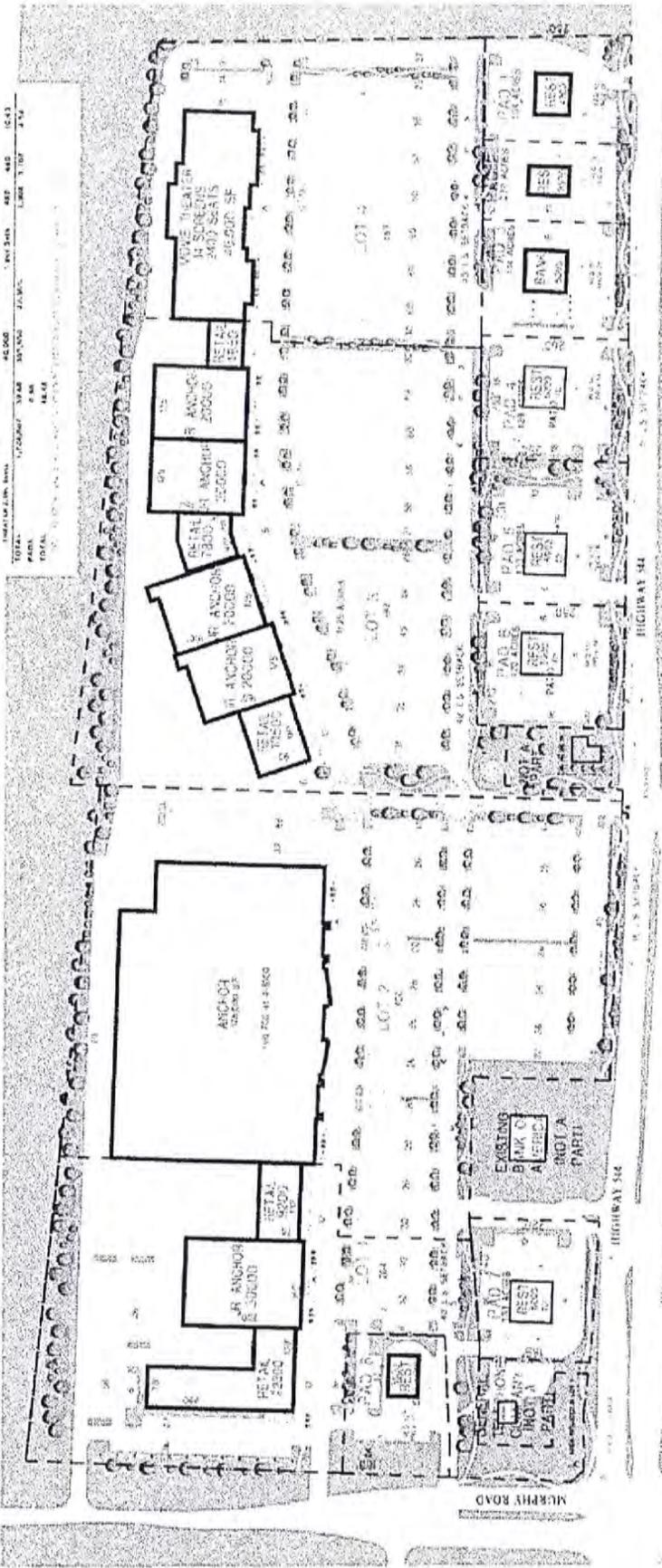


PROPOSED

TABLATIONS

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O'BRIEN & ASSOCIATES, INC.
 ARCHITECTURE • INTERIORS • PLANNING

MURPHY MARKETPLACE |
 MURPHY, TEXAS
LANGFORD

MASTER SITEPLAN
 SCALE: 1" = 40' ± (SEE PLAN FOR DETAILS)
 APPROVED BY: [Signature]

EXHIBIT A

Legal Description

Being all of Murphy Marketplace West Addition, Murphy Marketplace East Addition, The Crossing at Murphy Marketplace Addition and Racetrac Addition, City of Murphy, Collin County, Texas.

The remainder being a 11.44 acre tract of land situated in the James Maxwell Survey, Abstract No. 582, City of Murphy, Collin County, Texas and containing 74.33 acres of land.

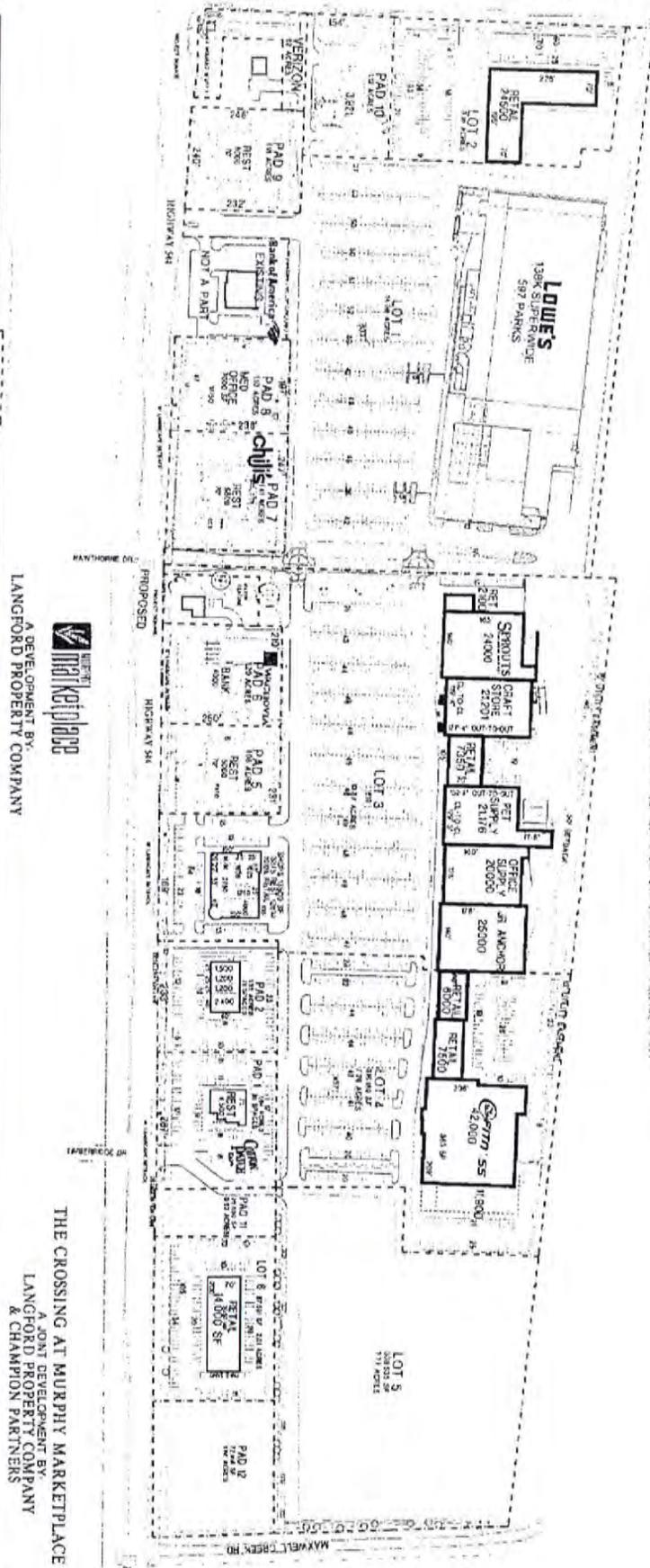


O'BRIEN & ASSOCIATES, INC.
 ARCHITECTURE • INTERIORS • PLANNING

MURPHY, TEXAS



SP-041
 SCALE: 1" = 40' • JOB: 2008-0306 DATE: 04/27/07
 APPROVED BY: [Signature]

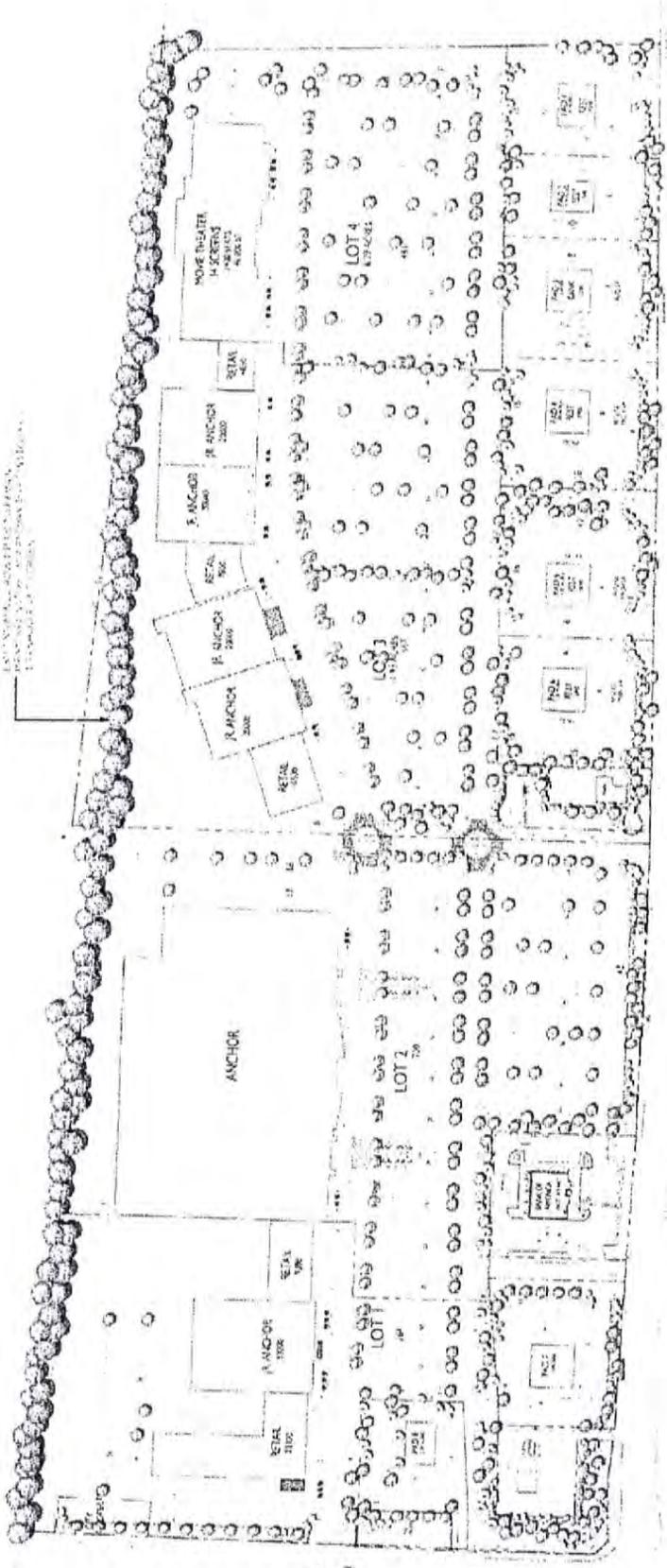


TABULATIONS

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT						
LOT 1	OFFICE	4,324	13.60%	27.07%	1.49%	2.82	0.53	4.28	
LOT 2	OFFICE	13,772	42.38%	20.38%	1.53	9	6.25		
LOT 3	OFFICE	24,599	76.04%	20.38%	1.53	9	6.25		
LOT 4	OFFICE	21,176	65.23%	20.38%	1.53	9	6.25		
LOT 5	OFFICE	25,000	76.04%	20.38%	1.53	9	6.25		
LOT 6	OFFICE	21,176	65.23%	20.38%	1.53	9	6.25		
LOT 7	OFFICE	21,176	65.23%	20.38%	1.53	9	6.25		
LOT 8	OFFICE	21,176	65.23%	20.38%	1.53	9	6.25		
LOT 9	OFFICE	21,176	65.23%	20.38%	1.53	9	6.25		
LOT 10	OFFICE	21,176	65.23%	20.38%	1.53	9	6.25		
TOTAL		1,480,328	38.41	28,490	13.87%	1,891	248	6.17	

THE CROSSING AT MURPHY MARKETPLACE
 A JOINT DEVELOPMENT BY
 LANGFORD PROPERTY COMPANY
 & CHAMPION PARTNERS

MARKETPLACE
 A DEVELOPMENT BY
 LANGFORD PROPERTY COMPANY



SEE NORTH SIDE SHEET CLP-1 FOR
 EXISTING AND PROPOSED LANDSCAPING

- 1. PARKING
- 2. LANDSCAPING
- 3. EXISTING BUILDING
- 4. PROPOSED BUILDING
- 5. EXISTING DRIVE
- 6. PROPOSED DRIVE
- 7. EXISTING SIDEWALK
- 8. PROPOSED SIDEWALK
- 9. EXISTING CURB
- 10. PROPOSED CURB
- 11. EXISTING UTILITY
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- 13. EXISTING FENCE
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- 15. EXISTING SIGN
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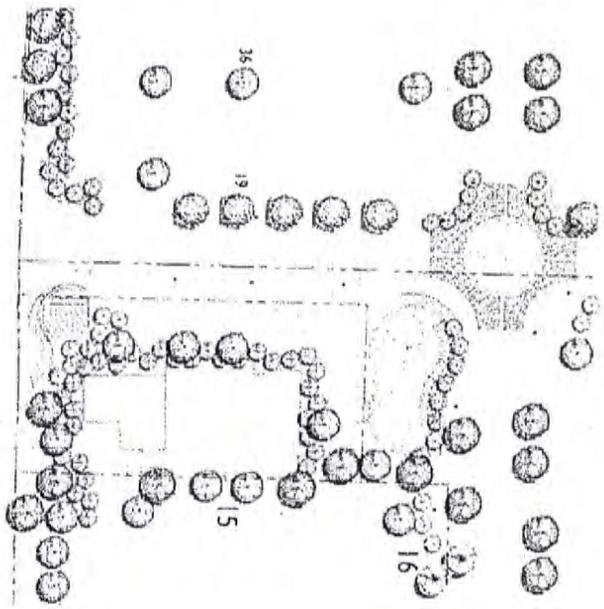
CLP-1

MURPHY MARKETPLACE
 MURPHY, TEXAS
 LANGFORD

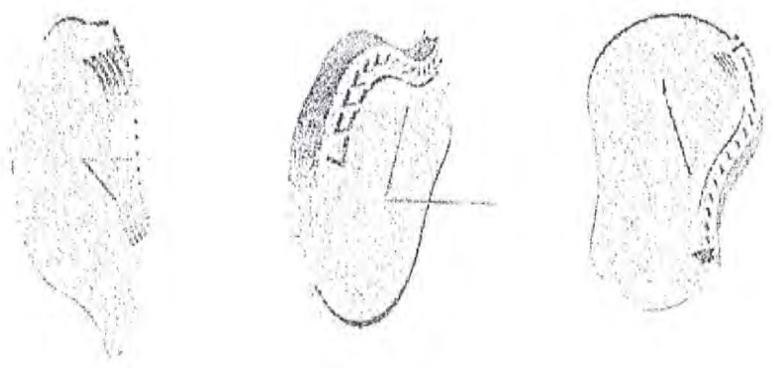
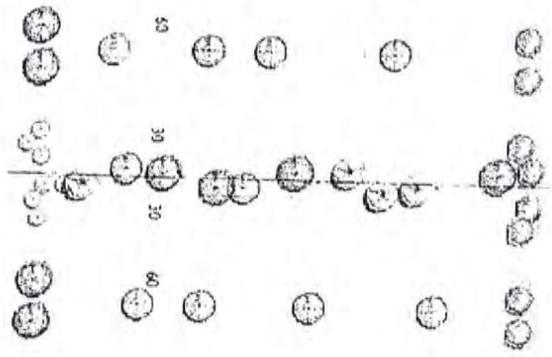
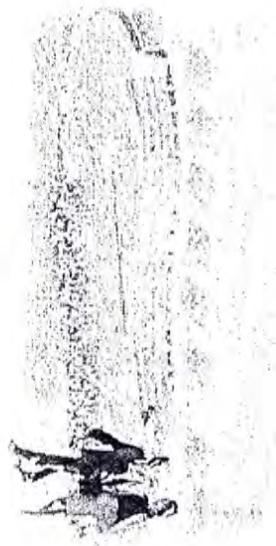
O'BRIEN & ASSOCIATES, INC.
 ARCHITECTURE • INTERIORS • PLANNING



SITE
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O'BRIEN & ASSOCIATES, INC.
 ARCHITECTURE • INTERIORS • PLANNING

MURPHY MARKETPLACE
 SHERBORN TOWN
 LANGFORD

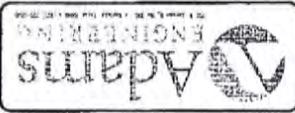
CLP-2
 SCALE: AS SHOWN
 DATE: 10/15/08



SITE
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DATE	DESCRIPTION
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11/11/08	FINAL DESIGN
11/11/08	CONSTRUCTION

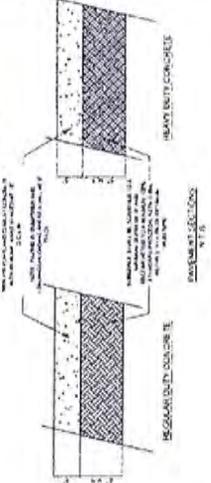
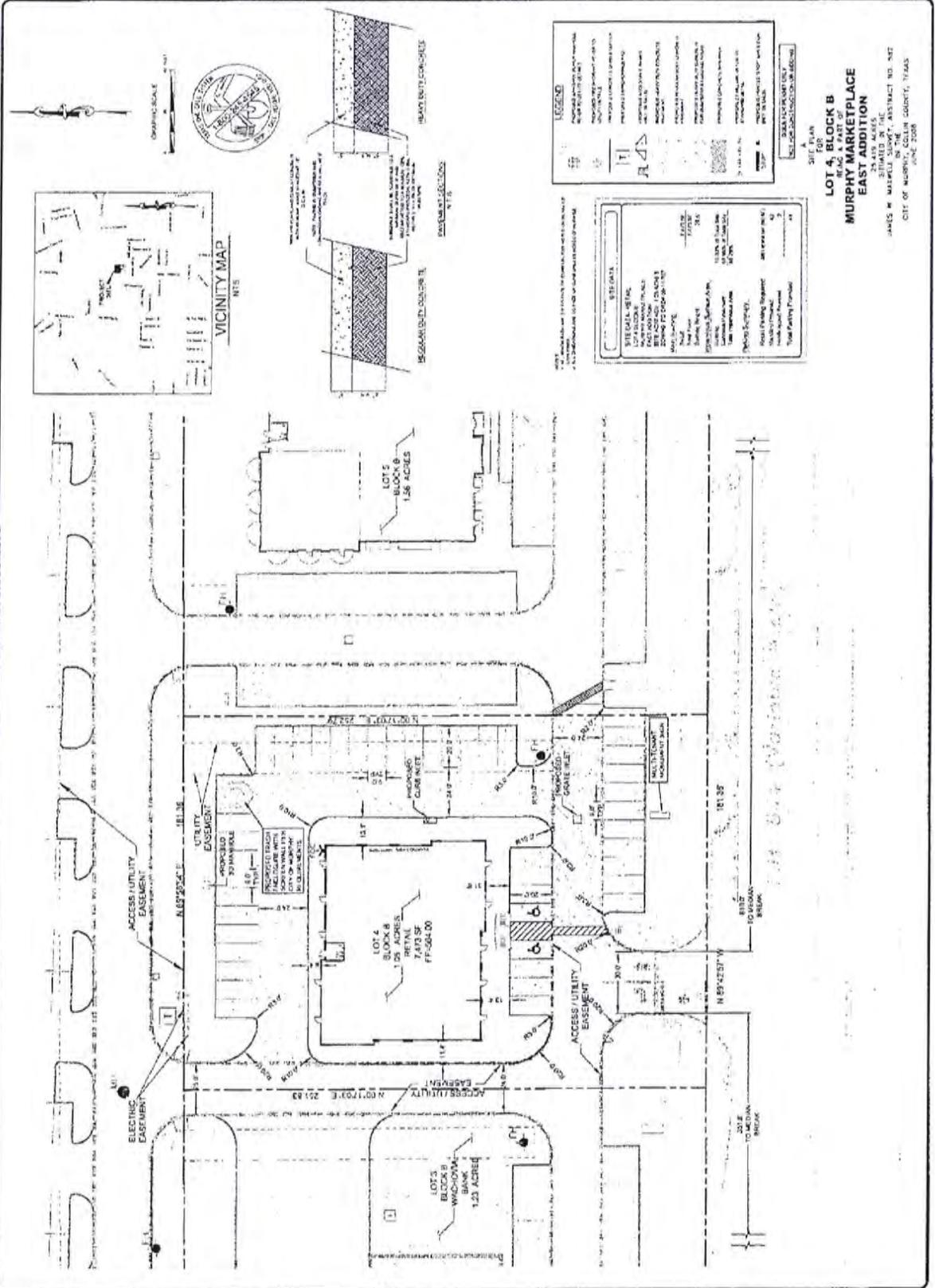
ADAMS ENGINEERING
 1111 N. 10TH ST. SUITE 100
 DENVER, CO 80202
 (303) 733-1111
 www.adamseng.com



SITE PLAN
 RETAIL BUILDING
 LOT 4, BLK B, MURPHY MARKETPLACE - EAST



PROJECT NO.	10000
DATE	11/11/08
SCALE	AS SHOWN
DRAWN BY	JWM
CHECKED BY	JWM
DATE	11/11/08



LEGEND

Symbol	Description
---	Proposed Building Footprint
---	Proposed Parking
---	Proposed Driveway
---	Proposed Drive Thru
---	Proposed Drive Through Window
---	Proposed Access Driveway
---	Proposed Utility Easement
---	Proposed Access Easement
---	Proposed Utility Line
---	Proposed Access Line
---	Proposed Easement Line
---	Proposed Boundary Line
---	Proposed Right of Way Line
---	Proposed Easement Line
---	Proposed Boundary Line
---	Proposed Right of Way Line

SITE DATA

Site Area	7,473 SF
Lot Area	7,473 SF
Block Area	15,946 SF
Neighborhood Area	15,946 SF
City Area	15,946 SF
County Area	15,946 SF
State Area	15,946 SF
Federal Area	15,946 SF
World Area	15,946 SF
Universe Area	15,946 SF
Total Parking Provided	15

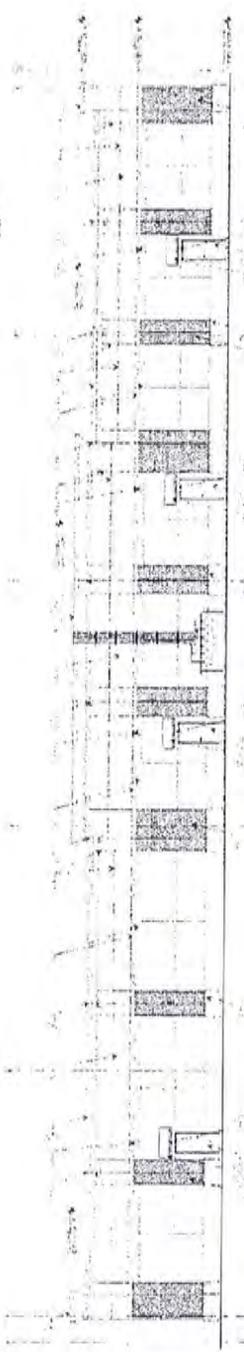
SITE PLAN
 OF
LOT 4, BLOCK B
MURPHY MARKETPLACE
EAST ADDITION
 1515 N. 10TH ST.
 DENVER, CO 80202
 JAMES W. MAXWELL, SHOWN, ABSTRACT NO. NAT
 IN THE CITY OF DENVER, COLORADO, 1945
 JUNE 2, 2008

KEY NOTES

- 1. REFER TO SHEET 01 FOR GENERAL NOTES
- 2. REFER TO SHEET 02 FOR MATERIALS
- 3. REFER TO SHEET 03 FOR FINISHES
- 4. REFER TO SHEET 04 FOR DETAILS
- 5. REFER TO SHEET 05 FOR ELEVATIONS
- 6. REFER TO SHEET 06 FOR SECTIONS
- 7. REFER TO SHEET 07 FOR FOUNDATIONS
- 8. REFER TO SHEET 08 FOR STRUCTURE
- 9. REFER TO SHEET 09 FOR MECHANICAL
- 10. REFER TO SHEET 10 FOR ELECTRICAL
- 11. REFER TO SHEET 11 FOR PLUMBING
- 12. REFER TO SHEET 12 FOR HVAC
- 13. REFER TO SHEET 13 FOR INTERIORS
- 14. REFER TO SHEET 14 FOR EXTERIORS
- 15. REFER TO SHEET 15 FOR LANDSCAPE
- 16. REFER TO SHEET 16 FOR UTILITIES
- 17. REFER TO SHEET 17 FOR SPECIALTIES
- 18. REFER TO SHEET 18 FOR SCHEDULES
- 19. REFER TO SHEET 19 FOR SPECIFICATIONS
- 20. REFER TO SHEET 20 FOR CONTRACT DOCUMENTS

SYMBOL	DESCRIPTION
(Symbol)	CONCRETE
(Symbol)	BRICK
(Symbol)	GLAZED ALUMINUM CURTAIN WALL
(Symbol)	GLAZED ALUMINUM WINDOW
(Symbol)	GLAZED ALUMINUM DOOR
(Symbol)	GLAZED ALUMINUM SKYLIGHT
(Symbol)	GLAZED ALUMINUM TRANSOM
(Symbol)	GLAZED ALUMINUM TRANSOM WITH SCREEN
(Symbol)	GLAZED ALUMINUM TRANSOM WITH SCREEN AND INSET
(Symbol)	GLAZED ALUMINUM TRANSOM WITH SCREEN AND INSET WITH GLASS
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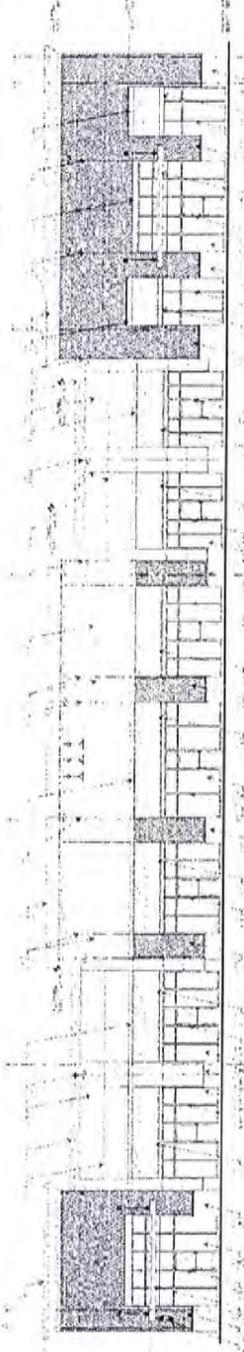
04 EAST EXTERIOR ELEVATION



03 SOUTH EXTERIOR ELEVATION



02 WEST EXTERIOR ELEVATION



01 NORTH EXTERIOR ELEVATION



O'BRIEN & ASSOCIATES
 ARCHITECTS
 500 MARKET BULL ROAD
 SUITE 100
 DALLAS, TEXAS 75201
 TEL: 214.760.1000
 FAX: 214.760.1001
 WWW.OBRIEN-ARCHITECTS.COM

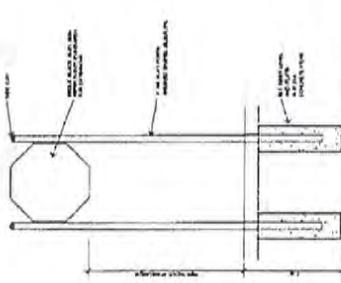
THE CROSSING AT MURPHY MARKETPLACE
 A DEVELOPMENT OF
LANGFORD PROPERTY COMPANY

ISSUE LOG

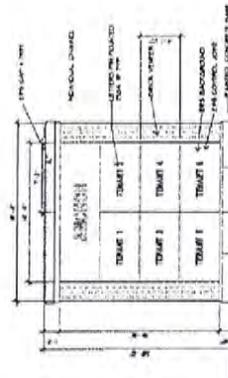
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2	ISSUED FOR CONSTRUCTION	08/15/2011

A5.1
 MODULAR EXTERIOR ELEVATIONS

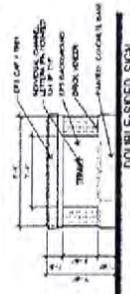
DATE: 08/15/2011
 DRAWN BY: J. SMITH
 CHECKED BY: J. SMITH
 SCALE: 1/8" = 1'-0"



01 STOP SIGN DETAIL
 MURPHY MARKETPLACE
 COLLEEN



DOUBLE-SIDED SIGN
MULTI-TENANT
MONUMENT SIGN ELEV.
 18333 TOTAL SF
 9377 SIGNAGE SF



DOUBLE-SIDED SIGN
SINGLE-TENANT
MONUMENT SIGN ELEV.
 1533 TOTAL SQ FT
 7561 SIGNAGE SQ FT

SIGNAGE EXHIBIT

SP-046



THE CROSSING AT MURPHY MARKETPLACE
 MURPHY, TEXAS
 A JOINT DEVELOPMENT BY:
LANGFORD & CHAMPION PARTNERS

O'BRIEN & ASSOCIATES, INC.
 ARCHITECTURE • INTERIORS • PLANNING
 1100 WINDYBELL BL. SUITE 204 • DALLAS, TEXAS 75204 • 972.756.0000 • FAX 972.756.0008



SCALE: 1" = 8'-0"
 APPROVED BY: [Signature]
 DATE: 07/16/07

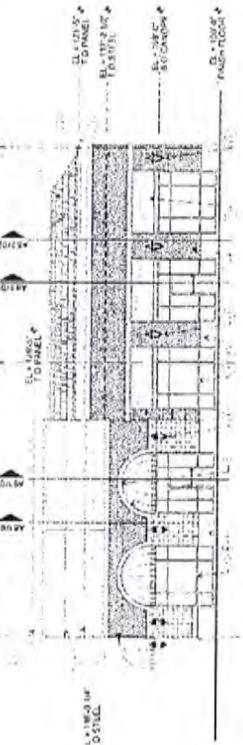


O'BRIEN & ASSOCIATES
 ARCHITECTS
 110 BAYVIEW DRIVE, SUITE 100
 DALLAS, TEXAS 75208
 (214) 750-0000
 WWW.OBRIEN-ARCH.COM

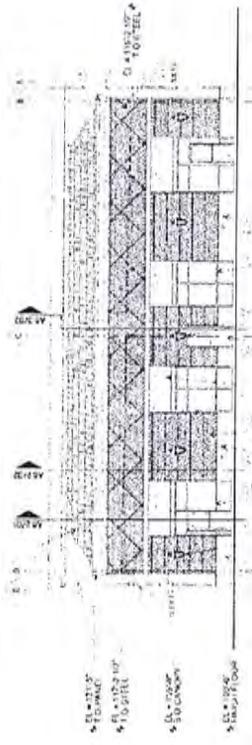
MURPHY MARKETPLACE
 A DEVELOPMENT OF
 LANGFORD PROPERTY COMPANY
 MURPHY, TEXAS
 HIGHWAY 54



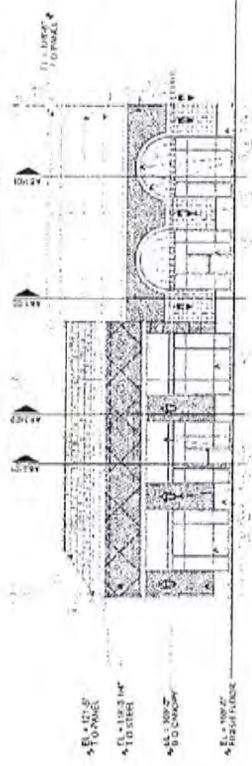
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 001 - EXTERIOR ELEVATIONS



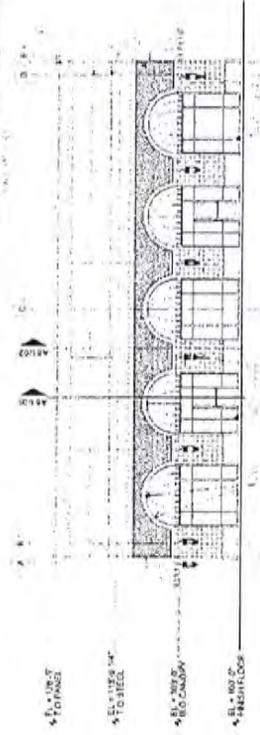
04 EAST EXTERIOR ELEVATION



03 NORTH EXTERIOR ELEVATION



02 WEST EXTERIOR ELEVATION



01 SOUTH EXTERIOR ELEVATION

BUILDING MATERIALS - EAST

- 1. EXTERIOR WALLS: CMU
- 2. EXTERIOR ROOF: 2" POLYSTYRENE INSULATION OVER 1/2" GYP BOARD
- 3. INTERIOR WALLS: GYP BOARD
- 4. INTERIOR ROOF: 2" POLYSTYRENE INSULATION OVER 1/2" GYP BOARD
- 5. FLOORING: 1/2" GYP BOARD OVER 2" POLYSTYRENE INSULATION

BUILDING MATERIALS - NORTH

- 1. EXTERIOR WALLS: CMU
- 2. EXTERIOR ROOF: 2" POLYSTYRENE INSULATION OVER 1/2" GYP BOARD
- 3. INTERIOR WALLS: GYP BOARD
- 4. INTERIOR ROOF: 2" POLYSTYRENE INSULATION OVER 1/2" GYP BOARD
- 5. FLOORING: 1/2" GYP BOARD OVER 2" POLYSTYRENE INSULATION

BUILDING MATERIALS - WEST

- 1. EXTERIOR WALLS: CMU
- 2. EXTERIOR ROOF: 2" POLYSTYRENE INSULATION OVER 1/2" GYP BOARD
- 3. INTERIOR WALLS: GYP BOARD
- 4. INTERIOR ROOF: 2" POLYSTYRENE INSULATION OVER 1/2" GYP BOARD
- 5. FLOORING: 1/2" GYP BOARD OVER 2" POLYSTYRENE INSULATION

BUILDING MATERIALS - SOUTH

- 1. EXTERIOR WALLS: CMU
- 2. EXTERIOR ROOF: 2" POLYSTYRENE INSULATION OVER 1/2" GYP BOARD
- 3. INTERIOR WALLS: GYP BOARD
- 4. INTERIOR ROOF: 2" POLYSTYRENE INSULATION OVER 1/2" GYP BOARD
- 5. FLOORING: 1/2" GYP BOARD OVER 2" POLYSTYRENE INSULATION

KEY NOTES

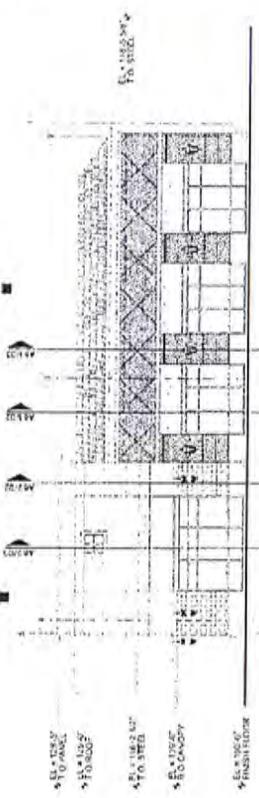
1. REFER TO ALL OTHER SHEETS FOR NOTES.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL FINISHES ARE TO BE AS SHOWN ON THE DRAWINGS.
4. ALL MATERIALS ARE TO BE AS SPECIFIED IN THE MATERIALS LIST.
5. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE 2000 INTERNATIONAL BUILDING CODE.
6. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE 2000 INTERNATIONAL PLUMBING AND MECHANICAL CODE.
7. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE 2000 INTERNATIONAL ELECTRICAL CODE.
8. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE 2000 INTERNATIONAL FIRE AND SAFETY CODE.
9. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE 2000 INTERNATIONAL ENERGY CONSERVATION CODE.
10. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE 2000 INTERNATIONAL SMOKE AND SMOKE-CONTROL CODE.

KEY NOTES

1. REFER TO ALL SHEETS FOR GENERAL NOTES.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL MATERIALS AND FINISHES ARE TO BE AS SHOWN ON THIS SHEET UNLESS OTHERWISE NOTED.
4. ALL WORK IS TO BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
5. ALL WORK IS TO BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
6. ALL WORK IS TO BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

BUILDING MATERIALS - EAST

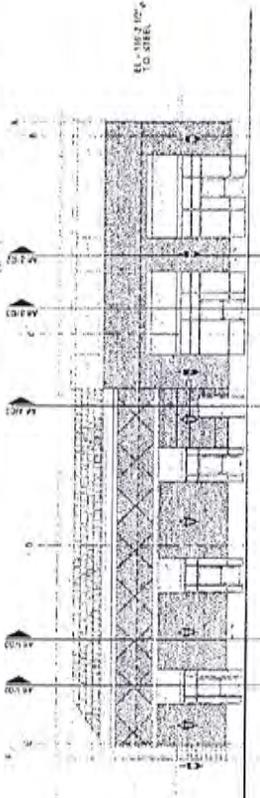
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- 2. EXTERIOR WALLS: CONCRETE
- 3. EXTERIOR WALLS: CONCRETE
- 4. EXTERIOR WALLS: CONCRETE
- 5. EXTERIOR WALLS: CONCRETE
- 6. EXTERIOR WALLS: CONCRETE



04 EAST EXTERIOR ELEVATION

BUILDING MATERIALS - NORTH

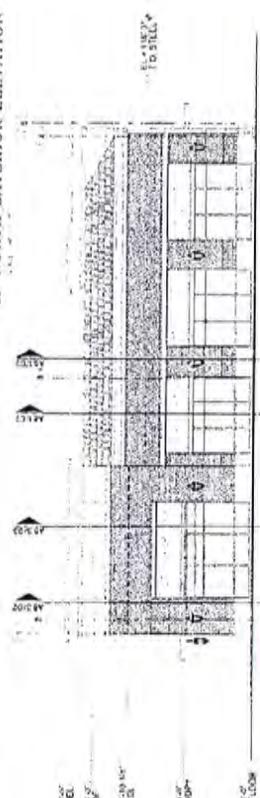
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- 5. EXTERIOR WALLS: CONCRETE
- 6. EXTERIOR WALLS: CONCRETE



03 NORTH EXTERIOR ELEVATION

BUILDING MATERIALS - WEST

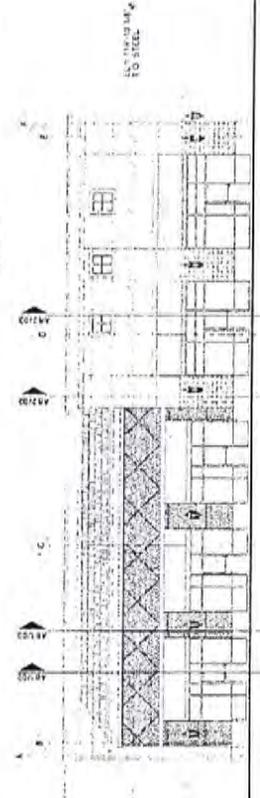
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- 3. EXTERIOR WALLS: CONCRETE
- 4. EXTERIOR WALLS: CONCRETE
- 5. EXTERIOR WALLS: CONCRETE
- 6. EXTERIOR WALLS: CONCRETE



02 WEST EXTERIOR ELEVATION

BUILDING MATERIALS - SOUTH

- 1. EXTERIOR WALLS: CONCRETE
- 2. EXTERIOR WALLS: CONCRETE
- 3. EXTERIOR WALLS: CONCRETE
- 4. EXTERIOR WALLS: CONCRETE
- 5. EXTERIOR WALLS: CONCRETE
- 6. EXTERIOR WALLS: CONCRETE



01 SOUTH EXTERIOR ELEVATION



O'BRIEN & ASSOCIATES
ARCHITECTS
PLANNERS
ENGINEERS

509 BARBETT HILL ROAD
DALLAS, TEXAS 75248
214.343.1111
WWW.OBRIENANDASSOCIATES.COM

MURPHY MARKETPLACE
HIGHWAY 544
MURPHY, TEXAS
A DEVELOPMENT OF
LANGFORD PROPERTY COMPANY

ISSUE LOG

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/15/2024
2	ISSUED FOR PERMIT	08/15/2024
3	ISSUED FOR PERMIT	08/15/2024
4	ISSUED FOR PERMIT	08/15/2024
5	ISSUED FOR PERMIT	08/15/2024
6	ISSUED FOR PERMIT	08/15/2024
7	ISSUED FOR PERMIT	08/15/2024
8	ISSUED FOR PERMIT	08/15/2024
9	ISSUED FOR PERMIT	08/15/2024
10	ISSUED FOR PERMIT	08/15/2024



SCOTT W. HATCHER
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
LICENSE NO. 108747

SHEET NO. 7
A5.1
RIGHT EXTERIOR ELEVATION

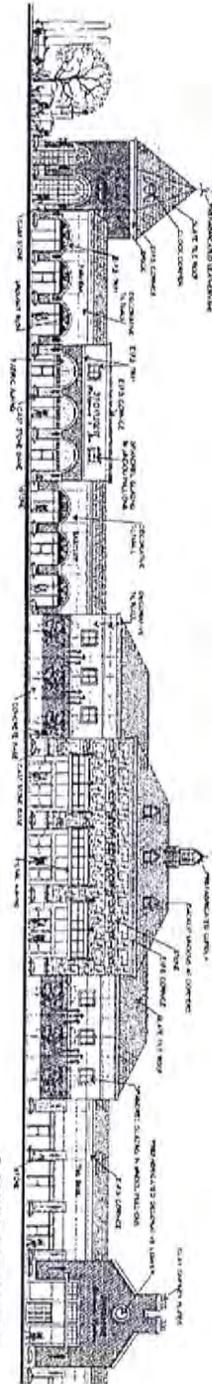


O'BRIEN & ASSOCIATES, INC.
 ARCHITECTURE • INTERIORS • PLANNING
 1000 WEST 10TH STREET, SUITE 1000, DALLAS, TEXAS 75208
 TEL: 214-760-1000 FAX: 214-760-1001

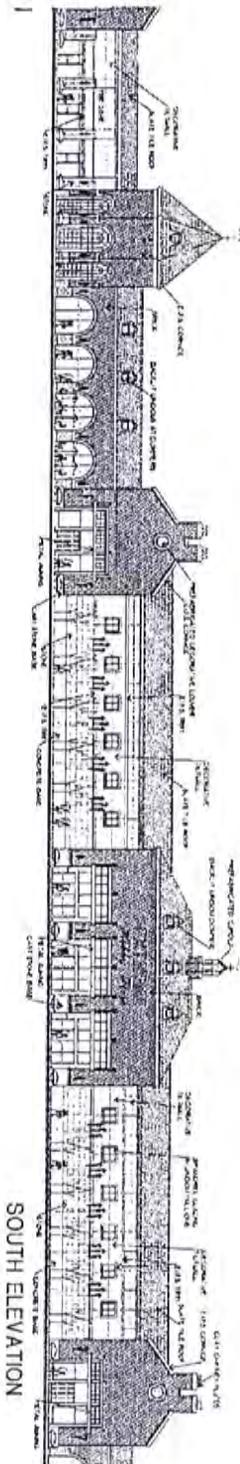
MURPHY MARKETPLACE
 MURPHY, TEXAS
LANGFORD

ELEVATION

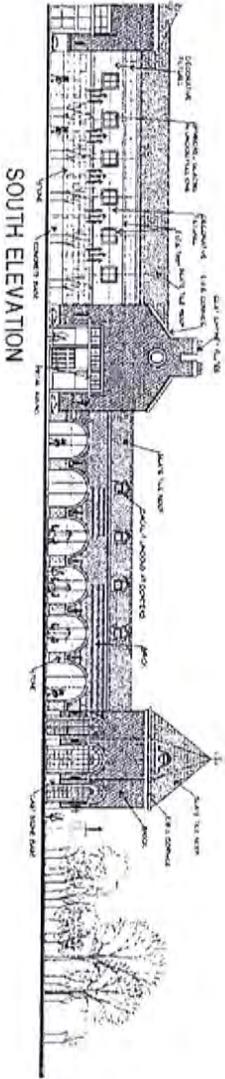
SCALE: 3/8" = 1'-0"
 DATE: 10/15/01
 DRAWN BY: J. LANGFORD
 CHECKED BY: J. LANGFORD



SOUTH ELEVATION



SOUTH ELEVATION



SOUTH ELEVATION

MURPHY ROAD

EXISTING

MURPHY ROAD

EXISTING
BANK OF AMERICA

NOT A PART

NOT A PART

HIGHWAY 54

HIGHWAY 54

HIGHWAY 54

HIGHWAY 54

SIGNAGE EXHIBIT



O'BRIEN & ASSOCIATES, INC.
ARCHITECTURE • INTERIORS • PLANNING
8320 MARKET HILL ROAD, SUITE 201 • DALLAS, TEXAS 75243 • 972.794.9800 • FAX 972.794.4322

MURPHY MARKETPLACE
MURPHY, TEXAS

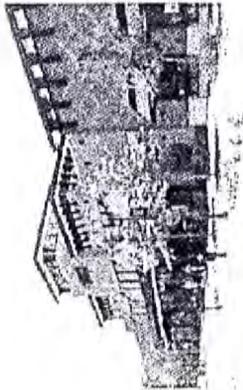


NORTH

SP-032

SCALE: 1" = 80'
APPROVED BY: [Signature]
DATE: 07/20/07

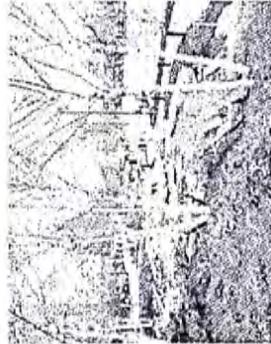
DATE: 07/20/07



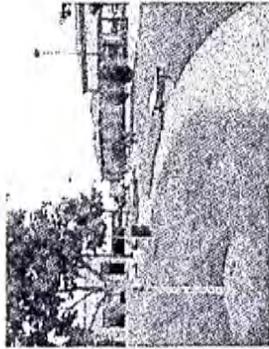
01 SIDEWALK LANDSCAPE



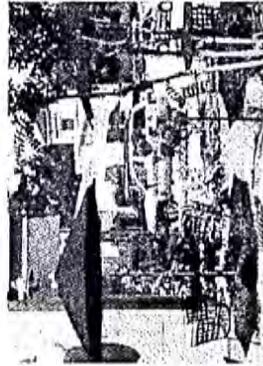
02 WATER FEATURE



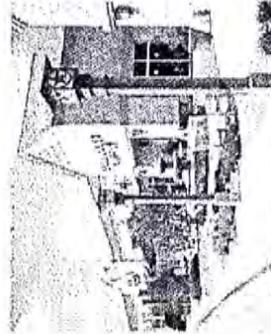
03 LANDSCAPE AREA



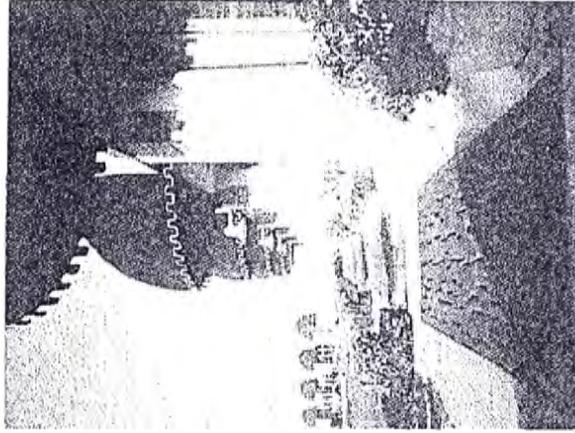
04 MEANDERING SIDEWALK



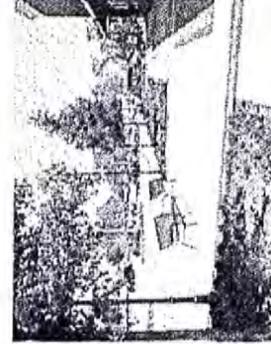
05 OUTDOOR DINING



06 DECORATIVE LIGHTING



07 SIDEWALK PAVERS



08 BENCHES

DISCLAIMER: THESE IMAGES ARE REPRESENTATIVE EXAMPLES OF SITE FEATURES THAT MAY BE INCORPORATED INTO THIS PROJECT.



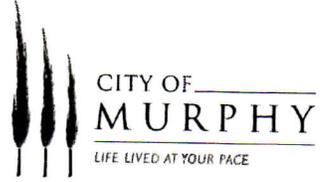
O'BRIEN & ASSOCIATES, INC.
ARCHITECTURE • INTERIORS • PLANNING
1000 MARKET STREET, SUITE 1000, DALLAS, TEXAS 75201 • TEL: 214.751.1000

MURPHY MARKETPLACE
MURPHY, TEXAS
LANGFORD

SITE AMENITIES
SCALE: NTS
APPROVED BY: J. JOHN KROGER DATE: 07/20/08

Reply Form

City Council
206 North Murphy Road
Murphy, Texas 75094



Dear Councilmen:

This letter is regarding amendment(s) to PD (Planned Development) District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and regulations for the district including, without limitation, permitted land uses for the district comprised of 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy and located at the northeast corner of East FM 544 and North Murphy Road.

I am **IN FAVOR** of the requested amendment(s) as explained on the attached cover sheet for Murphy Marketplace PD District Ordinance No. 09-02-784

I am **OPPOSED** to the requested amendment(s) as explained on the attached cover sheet for Murphy Marketplace PD District Ordinance No. 09-02-784

This item will be heard by the City Council on **Tuesday, September 18, 2012, at 6:00 p.m.** at Murphy City Hall, 206 North Murphy Road. Please provide your written comments below regarding the requested amendment(s). If additional space is required, you may continue writing on a separate sheet, one-sided for printing purposes.

PLZ SEE EMAILS SENT SEPARATELY.

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

ERIC LANGFORD for Allen & Leucks Venture
CHAMPION LANGFORD and MURPHY FOUR VENTURE
Name (Please Print) Signature

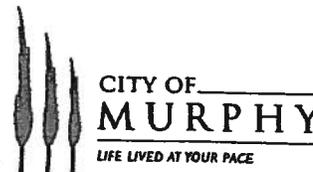
5924 TWIN COVES

Address
Lowell TX 75248

9/5/12
Date

Reply Form

City Council
206 North Murphy Road
Murphy, Texas 75094



Dear Councilmen:

This letter is regarding amendment(s) to PD (Planned Development) District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and regulations for the district including, without limitation, permitted land uses for the district comprised of 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy and located at the northeast corner of East FM 544 and North Murphy Road.

X I am **IN FAVOR** of the requested amendment(s) as explained on the attached cover sheet for Murphy Marketplace PD District Ordinance No. 09-02-784

 I am **OPPOSED** to the requested amendment(s) as explained on the attached cover sheet for Murphy Marketplace PD District Ordinance No. 09-02-784

This item will be heard by the City Council on Tuesday, September 18, 2012, at 6:00 p.m. at Murphy City Hall, 206 North Murphy Road. Please provide your written comments below regarding the requested amendment(s). If additional space is required, you may continue writing on a separate sheet, one-sided for printing purposes.

GENERALLY IN AGREEMENT EXCEPT FOR:

EXHIBIT B III. DISAGREE WITH LAST SENTENCE

VII. TRAFFIC IMPACT ANALYSIS NEEDS TO BE UPDATED.

TRAFFIC SIGNAL LIGHT BORN BY DEVELOPER.

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

Michael R Bauer

Name (Please Print)

Michael R Bauer

Signature

104 TIMBER RIDGE

Address

9/10/2012

Date

From: eric.langfordco@gmail.com
To: [James Fisher](#); [Lori C. Knight](#); [Kristen Roberts](#)
Cc: eric.langfordco@gmail.com
Subject: Proposed Murphy Marketplace PD Modifications - Langford Requested Changes
Date: Monday, September 10, 2012 2:12:21 PM

In response to P&Z's approval of the staff-proposed changes to the Murphy Marketplace PD and the matter's upcoming consideration by City Council, I request the following specific modifications on behalf of Allen & Loucks Venture, Champion Langford and Murphy Four Venture, the primary landholders within the development:

Exhibit "B," Statement of Purpose: "High Quality" should be deleted before the word "Restaurants."

Exhibit "B," Permitted Uses:

Delete SUP requirement for Medical Offices/Clinic

Clarify the definition of "Retail Store." (31). Are uses such as Electronics/Retail or Needlework Shop considered a retail store? Is this why they were deleted specifically? If these uses are not allowed under "Retail Store," they should be re-inserted as allowed.

Delete SUP requirement for Hotel/Motel

Reinsert "Government Buildings."

Should "Financial Services" be listed as a type of office rather than alone?

Reinsert "Retail Store (Drive In, SUP)"

Reinsert "Savings and Loan (in line only)"

Reinsert "School, Vocational (SUP)"

Reinsert "Skating Rink (ICE) (SUP)"

Delete SUP requirement for any use having more than 16-hour operations.

I am in agreement with the other proposed changes but believe the ones referenced above limit the landowner's development rights that were previously negotiated in good faith with the City of Murphy, without compensation. Please provide my comments to the City Council members.
Thanks.

Eric Langford

Langford Property Company

5924 Twin Coves

Dallas, TX 75248

Office - (972)788-2232

Cell - (214)668-5330

Fax - (214)242-2255

www.langfordco.com

eric@langfordco.com

**City Council Meeting
September 18, 2012**

Issue

Consider and/or act upon approval of an Ordinance adopting the fiscal year 2012-2013 budget and appropriating funds to a sinking fund to pay interest and principal on the City's indebtedness, and appropriating funds to support the City of Murphy for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013.

Staff Resource/Department

James Fisher – City Manager
Linda Truitt – Finance Director

Key Focus Area

Finance and Taxes

Summary

Approval of an ordinance adopting the fiscal year 2012-2013 annual budget for the City of Murphy.

Background/History

The budget is adopted annually by the governing body of the City for revenues and expenditures of City funds. The City Charter requires the Council to adopt a budget for the next fiscal year at least ten days prior to the beginning of that fiscal year. The budget must be adopted prior to adoption of the tax rate. Several meetings were held with City Council to discuss and review the proposed budget. Two budget hearings were held on August 28th and September 4th for public input.

Financial Considerations

Adoption of the annual budget constitutes the proposed revenues and expenditures as approved by the governing body for the fiscal year.

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.

The proposed FY 2012-2013 General Fund budget includes a proposed tax rate of \$0.5700 which is an increase of \$0.005 from the FY 2011-2012 tax rate, and a proposed increase of solid waste rates from \$12.44 to \$13.25 for first cart and from \$7.27 to \$10.00 for the second cart.

The proposed FY 2012-2013 Utility Fund budget includes a proposed \$0.30 increase to each tier of the water rates for indoor and sprinkler/irrigation uses.

Board Discussion/Action

Public hearings on the fiscal year 2012-2013 annual budget were held on August 28th and September 4th.

Action Requested

Motion to approve an Ordinance adopting the budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013 and making the appropriations as reflected in said budget.

Attachments

- 1) Consolidated Budget Summary
- 2) General Fund Summary
- 3) Utility Fund Summary
- 4) Murphy Municipal Development Corporation Fund Summary
- 5) 4B Community Development Corporation Fund Summary
- 6) Ordinance
- 7) Exhibit "A" attachment - budget

**City of Murphy
Consolidated Budget Summary
FY 2013**

	General Fund	Utility and Impact Funds	Special Revenue Funds	General Debt Service	Capital Projects	Total
REVENUES:						
Property Taxes	\$ 5,064,400			\$ 3,742,000		\$ 8,806,400
Franchise Taxes	919,600					919,600
Sales Tax Collections	1,150,000		1,150,000			2,300,000
Charges for Current Services		6,280,000				6,280,000
Permits & Licenses	866,200					866,200
Court Revenue	493,300					493,300
Interest	6,000	3,400	1,400	2,000	14,900	27,700
Solid Waste	883,000					883,000
Other Revenue	844,400	670,900			2,400,000	3,915,300
Transfers In	1,531,200				325,000	1,856,200
Total Revenues	\$ 11,758,100	\$ 6,954,300	\$ 1,151,400	\$ 3,744,000	\$ 2,739,900	\$ 26,347,700

	General Fund	Utility and Impact Funds	Special Revenue Funds	General Debt Service	Capital Projects	Total
EXPENDITURES:						
General Government	\$ 3,123,500	\$ 468,000	\$ 1,575,000			\$ 5,166,500
Public Safety	5,975,500					5,975,500
Community Services	494,800					494,800
Public Works	959,800	5,697,400			4,663,900	11,321,100
Parks and Recreation	1,186,100				2,454,200	3,640,300
Debt Service				3,717,000		3,717,000
Transfers Out	651,500	850,000				1,501,500
Total Expenditures	\$ 12,391,200	\$ 7,015,400	\$ 1,575,000	\$ 3,717,000	\$ 7,118,100	\$ 31,816,700

City of Murphy
FY 2013 Proposed Budget Summary

General Fund	FY11	FY12	FY12	FY13
Beginning Fund Balance	Actual	Budget	Projected	Requested
	2,584,630	3,052,658	3,052,658	2,622,459
Revenues				
Total Property Taxes	4,675,421	4,680,750	4,676,350	5,064,400
Total Sales Tax	952,543	1,000,000	1,045,100	1,150,000
Total Franchise Tax	820,067	949,500	913,300	919,600
Total Permits & Licenses	659,566	570,900	764,700	866,200
Total Other Revenue	577,493	635,400	671,300	850,400
Total Court Revenue	506,982	550,000	420,000	450,000
Total Solid Waste	819,923	824,600	842,000	883,000
Total Revenues	9,011,995	9,211,150	9,332,750	10,183,600
Transfer from Utility Fund	850,000	850,000	850,000	850,000
Transfer from Reserves - Capital		450,000	450,000	-
Transfer from Reserves - Animal Control				500,000
Transfer from Court Restricted Juvenile Case Manage - 50% of salary & benefits				29,700
Transfer from Reserves - Vehicles				151,500
Total Other Sources	850,000	1,300,000	1,300,000	1,531,200
Revenues & Other Sources Less Expenditures & Other (Uses)	9,861,995	10,511,150	10,632,750	11,714,800
Category Expenses				
Total Personnel Services	5,729,744	6,201,949	6,021,800	6,776,000
Total Materials & Supplies	482,099	627,800	582,650	697,800
Total Contractual Services	2,796,610	3,027,250	3,398,400	3,284,500
Total Capital Outlay	385,513	654,150	610,100	941,500
Total Expenses	9,393,967	10,511,150	10,612,950	11,699,800
Transfer Out		450,000	450,000	651,500
Revenues less Expenses	468,029	(450,000)	(430,200)	(636,500)
Ending Fund Balance	3,052,658	2,602,657	2,622,459	1,985,958

City of Murphy
FY 2013 Proposed Budget Summary

General Fund	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Requested
Departmental Expenses				
Total Administration	406,992	412,700	414,400	431,800
Total Human Resources	149,299	149,800	147,200	137,600
Total Information Technology	478,932	607,730	587,300	782,800
Total City Council	282,407	277,800	356,500	255,400
Total City Secretary	178,912	147,600	127,300	150,300
Total Finance	380,091	394,500	403,000	395,200
Total Fire	1,910,029	2,331,420	2,264,300	2,343,200
Total Public Works	233,191	246,400	259,900	258,600
Total Facilities	317,246	383,500	413,950	407,800
Total Community Services	522,478	421,030	549,750	494,800
Total Economic Development	-	-	90,000	166,700
Total Police	2,709,491	2,901,640	2,799,500	3,004,300
Total Animal Control	72,874	67,300	66,900	628,000
Total Recreation		322,460	311,900	361,500
Total Parks	894,328	851,600	804,150	824,600
Total Municipal Court	210,120	324,470	338,900	356,000
Total Solid Waste	647,574	671,200	678,000	701,200
Total Expenses	9,393,967	10,511,150	10,612,950	11,699,800
Reserves				
Revenue Less Expenses	468,029	0	19,800	15,000
Transfer Out		450,000	450,000	651,500
Ending Fund Balance	3,052,658	2,602,657	2,622,459	1,985,958

City of Murphy
FY2013 Proposed Budget Summary

	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Requested
WATER/SEWER FUND				
REVENUES				
TOTAL OTHER REVENUE	142,164	131,500	132,300	140,400
TOTAL WATER REVENUE	4,326,806	5,000,000	4,300,000	4,950,000
TOTAL SEWER REVENUE	1,325,873	1,330,000	1,326,000	1,330,000
TOTAL REVENUES	5,794,843	6,461,500	5,758,300	6,420,400
EXPENSES				
TOTAL PERSONNEL SERVICES	692,153	940,950	877,700	939,700
TOTAL MATERIALS & SUPPLIES	967,183	172,200	190,200	260,500
TOTAL CONTRACTUAL SERVICES	2,822,790	3,409,700	3,088,800	3,512,400
TOTAL CAPITAL OUTLAY	11,451	21,000	21,400	59,500
TOTAL DEBT SERVICE	658,089	661,100	661,400	825,600
Total Water & Sewer Fund	5,151,666	5,204,950	4,839,500	5,597,700
Transfer to General Fund	850,000	850,001	850,000	850,000
Total Expenses & Transfers	6,001,666	6,054,951	5,689,500	6,447,700
Revenues less Expenses	(206,823)	406,549	68,800	(27,300)
DEPARTMENT				
TOTAL WATER DISTRIBUTION	3,757,261	3,611,500	3,436,500	3,738,300
TOTAL WASTEWATER COLLECTION	1,048,784	1,191,800	980,100	1,391,400
TOTAL CUSTOMER SERVICE	345,621	401,650	422,900	468,000
Total Department	5,151,666	5,204,950	4,839,500	5,597,700
Transfer to General Fund	850,000	850,001	850,000	850,000
Total Expenses	6,001,666	6,054,951	5,689,500	6,447,700
Revenues less Expenses	(206,823)	406,549	68,800	(27,300)

City of Murphy
Proposed FY 2013 Budget

	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Requested
MDD				
REVENUES				
NON-PROPERTY TAXES				
4000-4060-0000 SALES TAX			254,700	575,000
TOTAL NON-PROPERTY TAXES	-	-	254,700	575,000
OTHER REVENUE				
4000-4305-0000 INTEREST INCOME			200	400
TOTAL OTHER REVENUE	-	-	200	400
TOTAL REVENUES	-	-	254,900	575,400
MDD				
PERSONNEL SERVICES				
5000-1001-0000 SALARIES		-	-	-
5000-1005-0000 OVERTIME		-	-	-
5000-1006-0000 LONGEVITY		-	-	-
5000-1009-0000 TMRS		-	-	-
5000-1011-0000 SOCIAL SECURITY		-	-	-
5000-1012-0000 GROUP INSURANCE		-	-	-
TOTAL PERSONNEL SERVICES	-	-	-	-
MATERIALS & SUPPLIES				
5000-2101-0000 GENERAL OFFICE SUPPLIES		-		-
5000-2102-0000 MAGAZINES/MAPS/BOOKS		-		-
5000-2209-0000 UNIFORMS				-
5000-2401-0000 MINOR TOOLS & EQPT.		-		-
5000-2403-0000 COMPUTER HARD. & SOFT	-	-		-
TOTAL MATERIALS & SUPPLIES	-	-	-	-
CONTRACTUAL SERVICES				
5000-3101-0000 AUDITING AND ACCOUNTING		-	-	2,500
5000-3102-0000 CONSULTANT SERVICES		-	-	50,000
5000-3102-1160 CONSULTANT - MUNICIPAL COMP			-	-
5000-3103-0000 LEGAL SERVICES		-	-	2,500
5000-3112-0000 ISSUANCE COSTS			-	-
5000-3199-0000 CONTRACT LABOR		-	-	-
5000-3201-0000 TELEPHONE EXPENSES		-	-	-
5000-3202-0000 POSTAGE & FREIGHT		-	-	-
5000-3203-0000 TRAVEL AND TRAINING		-	-	5,000

City of Murphy
Proposed FY 2013 Budget

	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Requested
5000-3301-0000 AD. AND PUBLIC NOTICES		-	-	1,000
5000-3302-0000 PRINTING AND BINDING		-	-	-
5000-3405-0000 WORKERS COMPENSATION		-	-	-
5000-3407-0000 UNEMPLOYMENT INS		-	-	-
5000-3703-0000 CELL/PAGERS/RADIOS		-	-	-
5000-3901-0000 DUES & MEMBERSHIP		-	-	-
5000-3910-0000 ADMINISTRATIVE COSTS		-	102,000	206,700
5000-3996-0000 MURPHY MARKETPLACE INC		-	-	-
5000-3998-0000 UNEXPENDED PROMOTIONAL EX		-	-	-
5000-3999-0000 PROMOTIONAL EXPENSE		-	10,000	50,000
TOTAL CONTRACTUAL SERVICES	-	-	112,000	317,700
CAPITAL OUTLAY				
5000-4305-0000 SPECIAL EQUIPMENT		-	-	-
5000-4305-5000 SPECIAL EQUIPMENT - ATHLECTIC		-	-	-
5000-4308-0000 RECREATION EQPT.		-	-	-
5000-4390-0000 COMPUTER HARDWARE		-	-	-
5000-4601-0000 FM 544 MEDIAN PROJECT		-	-	-
5000-4601-1017 GABLES PARK		-	-	-
5000-4601-XXXX CITY HALL/BUSINESS CENTER		-	-	100,000
5000-4601-1XXX MUNICIPAL COMPLEX PARK		-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	100,000
DEBT SERVICE				
5000-5001-0000 PRINCIPAL		-	-	-
5000-5002-0000 INTEREST		-	-	-
TOTAL DEBT SERVICE	-	-	-	-
TOTAL EXPENDITURES	-	-	112,000	417,700
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	-	-	142,900	157,700
BEGINNING FUND BALANCE 10-01	-	-	987,900	1,130,800
ENDING FUND BALANCE 09-30	-	-	1,130,800	1,288,500

City of Murphy
Proposed FY 2013 Budget

	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Requested
34 -4 B SALES TAX FUND				
REVENUES				
NON-PROPERTY TAXES				
4000-4060-0000 4 B SALES TAX	470,568	500,000	522,550	575,000
TOTAL NON-PROPERTY TAXES	470,568	500,000	522,550	575,000
OTHER REVENUE				
4000-4305-0000 INTEREST INCOME	1,329	1,000	1,000	1,000
TOTAL OTHER REVENUE	1,329	1,000	1,000	1,000
TOTAL REVENUES	471,897	501,000	523,550	576,000
34 -4 B SALES TAX FUND				
PERSONNEL SERVICES				
5000-1001-0000 SALARIES	38,742	45,000	44,000	-
5000-1005-0000 OVERTIME	418	1,000	800	-
5000-1006-0000 LONGEVITY	36	100	100	-
5000-1009-0000 TMRS	4,552	5,000	5,100	-
5000-1011-0000 SOCIAL SECURITY	558	700	700	-
5000-1012-0000 GROUP INSURANCE	7,131	6,600	2,700	-
TOTAL PERSONNEL SERVICES	51,437	58,400	53,400	-
MATERIALS & SUPPLIES				
5000-2101-0000 GENERAL OFFICE SUPPLIES	274	500	500	500
5000-2102-0000 MAGAZINES/MAPS/BOOKS	-	200	200	200
5000-2209-0000 UNIFORMS	16	800	800	800
5000-2401-0000 MINOR TOOLS & EQPT.	-	-	-	3,600
5000-2403-0000 COMPUTER HARD. & SOFT	-	-	-	-
TOTAL MATERIALS & SUPPLIES	290	1,500	1,500	5,100
CONTRACTUAL SERVICES				
5000-3101-0000 AUDITING AND ACCOUNTING	1,200	1,500	1,200	1,500
5000-3102-0000 CONSULTANT SERVICES	500	-	-	-
5000-3102-1160 CONSULTANT - MUNICIPAL COMP	-	-	-	-
5000-3103-0000 LEGAL SERVICES	4,402	1,000	1,000	1,000
5000-3112-0000 ISSUANCE COSTS	31,932	-	35,000	-
5000-3199-0000 CONTRACT LABOR	-	-	-	-
5000-3201-0000 TELEPHONE EXPENSES	-	-	-	-
5000-3202-0000 POSTAGE & FREIGHT	-	100	-	-
5000-3203-0000 TRAVEL AND TRAINING	1,188	5,000	2,500	100

City of Murphy
Proposed FY 2013 Budget

	FY11 Actual	FY12 Budget	FY12 Projected	FY13 Requested
5000-3301-0000 AD. AND PUBLIC NOTICES	-	1,000	1,000	5,000
5000-3302-0000 PRINTING AND BINDING	-	200	200	1,000
5000-3405-0000 WORKERS COMPENSATION	-	200	200	200
5000-3407-0000 UNEMPLOYMENT INS	54		500	-
5000-3703-0000 CELL/PAGERS/RADIOS	478	300	-	-
5000-3901-0000 DUES & MEMBERSHIP	715	1,200	-	1,200
5000-3910-0000 ADMINISTRATIVE COSTS	25,000	25,000	25,000	79,700
5000-3996-0000 MURPHY MARKETPLACE INC		-	-	-
5000-3998-0000 UNEXPENDED PROMOTIONAL EX	9,924	-	-	-
5000-3999-0000 PROMOTIONAL EXPENSE	45,250	50,000	50,000	57,500
TOTAL CONTRACTUAL SERVICES	120,642	85,500	116,600	147,200
CAPITAL OUTLAY				
5000-4304-0000 EQUIPMENT				140,400
5000-4305-0000 SPECIAL EQUIPMENT	55,554	172,000	147,000	50,000
5000-4305-5000 SPECIAL EQUIPMENT - ATHLECTIC	1,647	-	-	-
5000-4308-0000 RECREATION EQPT.	34,030	-	-	-
5000-4390-0000 COMPUTER HARDWARE	982	-	-	-
5000-4601-0000 FM 544 MEDIAN PROJECT	-	-	-	-
5000-4601-1017 GABLES PARK	-	-	-	-
5000-4601-1400 COMMUNITY CENTER	-	310,000	310,000	-
5000-4601-1XXX MUNICIPAL COMPLEX PARK	-	300,000	-	300,000
TOTAL CAPITAL OUTLAY	92,213	782,000	457,000	490,400
DEBT SERVICE				
5000-5001-0000 PRINCIPAL	-	120,000	120,000	460,000
5000-5002-0000 INTEREST	8,874	12,200	12,200	54,600
TOTAL DEBT SERVICE	8,874	132,200	132,200	514,600
TOTAL EXPENDITURES	273,457	1,059,600	760,700	1,157,300
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	198,440	(558,600)	(237,150)	(581,300)
BEGINNING FUND BALANCE 10-01	800,807	999,247	999,247	762,096
ENDING FUND BALANCE 09-30	999,247	440,647	762,096	180,796

ORDINANCE 12-09-

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF MURPHY, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012, AND ENDING SEPTEMBER 30, 2013; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF MURPHY, TEXAS, FOR THE 2012-2013 FISCAL YEAR.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013 has been duly created by the City Manager of the City of Murphy, Texas, in accordance with sections 102.002 and 102.003 of the Local Government Code; and

WHEREAS, the budget officer for the City of Murphy filed the proposed budget, attached as *Exhibit A*, in the office of the City Secretary on or before August 7, 2012 and the proposed budget was made available for public inspection by the taxpayers in accordance with section 102.005(b) of the Local Government Code; and

WHEREAS, section 7.05 of the City of Murphy Home-Rule Charter requires the Public Hearing on the Budget be published at least once in the official newspaper of the City, and on the official City website; and

WHEREAS, the budget, attached as *Exhibit A*, for the fiscal year beginning October 1, 2012, and ending September 30, 2013, was duly presented to the City Council by the City Manager and two Public Hearings were ordered by the City Council and a Public Notice of said hearings was caused to be given by the City Council and said notice was published in the Dallas Morning News and said Public Hearings were held according to said notice; and

WHEREAS, a public hearing was held by the Murphy City Council on August 28, 2012 and September 4, 2012 in accordance with section 102.006 of the Local Government Code and section 7.05 of the City of Murphy Home-Rule Charter at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2012-2013 fiscal year budget.

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

Section 1: That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2: That the appropriations for the fiscal year beginning October 1, 2012, and ending September 30, 2013, for the, support of the General Debt Services of the City of Murphy, Texas, expenditures shown in the City's fiscal year 2012-2013 budget, a copy of which is attached hereto as *Exhibit A*.

Section 3: That the budget, as shown in words and figures in *Exhibit A*, and the City's pay plan are hereby approved in all respects and the budget is adopted at the departmental level as the City's budget for the fiscal year beginning October 1, 2012, and ending September 30, 2013.

Section 4: That there is appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt.

Section 5: That this Ordinance shall take effect and be enforced from and after its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this 18th day of September, 2012.

Bret Baldwin, Mayor
City of Murphy

ATTEST:

Nancy Meadows, Interim City Secretary
City of Murphy

APPROVED AS TO FORM AND LEGALITY:

Wm. Andrew Messer, City Attorney

EXHIBIT A

**City Council Meeting
September 18, 2012**

Issue

Consider and/or act upon ratifying the property tax revenue increase reflected in the 2012-2013 fiscal year budget.

Staff Resource/Department

James Fisher – City Manager
Linda Truitt – Finance Director

Key Focus Area

Finance and Taxes

Summary

Legislation requires two votes by the City Council when the budget will raise more property tax revenue than was generated in the previous year. The first vote is to adopt a budget. The second vote by the City Council is to ratify the property tax revenue increase reflected in the budget.

Background/History

The budget is adopted annually by the governing body of the City of Murphy for revenues and expenditures of City funds. Legislation requires two votes by the City Council when the budget will raise more property tax revenue than was generated in the previous year. The first vote is to adopt a budget. The second vote by the City Council is to ratify the property tax revenue increase reflected in the budget.

Adoption of the annual budget constitutes the proposed revenues and expenditures as approved by the governing body for the fiscal year.

Financial Considerations

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.

Action Requested

Motion to approve ratifying the property tax revenue increase reflected in the budget for the 2012-2013 fiscal year.

**City Council Meeting
September 18, 2012**

Issue

Consider and/or act upon approval of an Ordinance levying ad valorem taxes for use and support of the municipal government of the City of Murphy for the fiscal year beginning October 1, 2012 and ending September 30, 2013.

Staff Resource/Department

James Fisher – City Manager
Linda Truitt – Finance Director

Key Focus Area

Finance and Taxes

Summary

Legislation requires two votes by the City Council when the budget will raise more property tax revenue than was generated in the previous year. The first vote is to adopt a budget. The second vote by the City Council is to ratify the property tax revenue increase reflected in the budget.

Background/History

The property tax rate must be approved and adopted by the governing body of the City by September 30, 2012. The Collin County Tax Office collects the property taxes for the City and has requested the adopted tax rate by September 19, 2012 in order to mail tax statements in October.

Financial Considerations

Property taxes fund the debt service obligations of the City and account for a large portion of the general fund revenue.

Action Requested

Motion to approve a property tax rate increase by the adoption of a tax rate of \$0.570000 which is effectively a 2.35 percent increase in the tax rate, and to approve an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning October 1, 2012 and ending on September 30, 2013, and for each fiscal year thereafter until otherwise provided.

Attachments

- 1) Notice of public hearings
- 2) Notice of Tax Revenue Increase
- 3) Ordinance

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.

NOTICE OF TAX REVENUE INCREASE

The City of Murphy conducted public hearings on August 28, 2012 and September 4, 2012 on a proposal to increase the total tax revenues of the City of Murphy from properties on the tax roll in the preceding year by 2.35 percent.

The total tax revenue proposed to be raised last year at last year's tax rate of \$0.565000 for each \$100 of taxable value was \$8,474,832.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.570000 for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is \$8,661,490.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.570000 for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is \$8,802,953.

The Murphy City Council of City of Murphy is scheduled to vote on the tax rate that will result in that tax increase at a public meeting to be held on September 18, 2012 at City of Murphy Council Chambers, 206 North Murphy Road, Murphy, TX 75094 at 6:00 PM.

ORDINANCE NO. 12-09-

AN ORDINANCE OF THE CITY OF MURPHY, TEXAS, LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MURPHY, TEXAS FOR THE 2012-2013 FISCAL YEAR; PROVIDING FOR APPORTIONING EACH LEVY AND SPECIFIC PURPOSES; PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID.

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of Murphy, Texas, adopt a tax rate for the next fiscal year by September 30, 2012; and

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

Section 1: That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Murphy for the 2012-2013 fiscal year, upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of **\$0.570000** on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- a. For the maintenance and support of the General Government (General Fund) for the fiscal year 2012-2013, **\$0.329495** on each \$100 valuation of property. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE AND THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.83 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$23.93.**
- b. For debt services for the fiscal year 2012-2013, **\$0.240505** on each \$100 valuation of property. **THIS TAX RATE WILL DECREASE TAXES FOR DEBT SERVICE THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL DECREASE THE TAXES PAID FOR DEBT SERVICE ON A \$100,000 HOME BY APPROXIMATELY \$14.51.**

Section 2: That taxes levied under this ordinance shall be due October 1, 2012, and if not paid on or before January 31, 2013, shall immediately become delinquent.

Section 3: All taxes shall become a lien upon the property against which assessed, and the City Tax Collector, or designee, of the City of Murphy, is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and Ordinances of the City of Murphy, Texas. Shall, by virtue of the tax rolls, fix

and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest and the interest and penalty collected from such delinquent taxes shall be apportioned to the General Fund of the City of Murphy. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by State Law.

Section 4: That the City Manager or his designee shall put the following notice on the homepage of the City's Internet website:

There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Murphy for the 2012-2013 fiscal year, upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of **\$0. 570000** on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

“City of Murphy ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE AND THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.83 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$23.93.”

c. **“IN ADDITION, THE CITY OF MURPHY, TEXAS ADOPTED A TAX RATE OF \$0.240505 THAT WILL DECREASE TAXES FOR DEBT SERVICE THAN LAST YEAR’S TAX RATE. THE TAX RATE WILL DECREASE THE TAXES PAID FOR DEBT SERVICE ON A \$100,000 HOME BY APPROXIMATELY \$14.50.”**

Section 5: That this Ordinance shall take effect and be enforced from and after its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this 18th day of September, 2012.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Nancy Meadows, Interim City Secretary
City of Murphy

Issue

Consider and/or act upon the proposed Lease Agreement between the City of Murphy and PSA (Plano Sports Authority).

Staff Resource/Department

Kim Lenoir, Parks

James Fisher, City Manager

Summary

The proposed Lease Agreement, if adopted, by the City Council, would allow the Plano Sports Authority to build an 85,000 square foot facility in Murphy on the western edge of Central Park.

Background

The City and PSA began discussions earlier this summer regarding the idea of building a PSA facility in Murphy. The City staff has been working very aggressively on the details of the project and the potential impact to the infrastructure at Central Park. The City Council and Park Board have both had public meetings on this project. If the City Council approves this Agreement, PSA will submit Site Plans in October and anticipates construction to begin in December or January. The scheduled opening of the facility would be fall 2013.

Attachments

- 1) Lease Agreement
- 2) Proposed Site Plan Exhibits

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as "Lease") is entered into on this the ___ day of _____ 2012, by and between **PLANO SPORTS AUTHORITY, INC.**, a duly authorized Texas nonprofit corporation, (hereinafter referred to as "LESSEE" or "PSA"), and the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation located in Collin County, Texas, (hereinafter referred to as "LESSOR" or "City") acting by and through its City Manager or his designee.

**I.
GRANT AND TERM**

Section 1.01. GRANT. LESSOR does lease and demise unto LESSEE, and LESSEE leases from LESSOR, a certain area and improvements thereon, either currently existing or to be constructed, located within Central Park, Murphy, Collin County, Texas (hereinafter referred to as the "Leased Premises"), being more particularly described in the description attached hereto as Exhibit "A". Exhibit "A" is incorporated by reference as if written herein word for word. Lessor and Lessee agree to request a survey and supplement Exhibit A with the survey upon completion. Survey costs will be split between the parties.

Section 1.02. EFFECTIVE DATE. This Lease shall be and become effective on the date first entered above (the "Effective Date").

Section 1.03. TERM. The Initial Term of this Lease shall be for thirty (30) years, beginning on the Effective Date as described in Section 1.02 above. At the end of the thirty year initial term (hereinafter referred to as the "Initial Term"), LESSEE shall have the option to extend this Lease for two (2) additional ten (10) year terms upon the written request of the LESSEE presented to LESSOR not later than sixty (60) days prior to the date of termination of the Initial Term or extended term and, subject to the prior written consent of the LESSOR, which consent shall not be unreasonably withheld or denied so long as (a) LESSEE, during the last five (5) years of the Initial Term of the Lease or any extension thereof, continues to operate the improvements in a manner consistent with the purposes set forth below and so long as the services offered by LESSEE continue to be attractive to the citizens of the City and in the best interest of the citizens of the City, and (b) LESSEE is not in material default of this Lease. The rental rate and balance of the terms of this Lease shall remain the same for the extended term(s), except as provided herein or to reflect changes in the law.

Section 1.04. CONDITION OF LEASED PREMISES. Except as otherwise provided in this Lease, LESSOR has not made and does not make and specifically disclaims any representations, guarantees, promises, covenants, agreements or

warranties of any kind or character whatsoever unless otherwise provided for herein, whether express or implied, concerning or with respect to the nature, quality or condition of the Leased Premises, the suitability of the Leased Premises for uses allowed under this Lease, or merchantability or fitness for a particular purpose. LESSEE acknowledges it will examine the Leased Premises when constructed and anticipates accepting such premises in the "AS IS" condition upon issuance of a certificate of occupancy. Except as may otherwise be provided for herein or at its election, LESSOR shall not be required to maintain or to make any improvements, repairs or restorations to the improvements (as defined in Section 3.01). LESSOR shall repair, maintain and restore the improvements (including the parking lot and landscaping) on the Leased Premises; but, LESSOR shall never have any obligation to repair, maintain or restore, during the term(s) of this Lease, the Improvements on the Leased Premises.

Section 1.05. EARLY TERMINATION. Either party shall have the right to terminate this Lease in the event that LESSEE has not commenced construction of the Improvements (defined in Section 3.01) on or prior to the ninth (9th) month following the Effective Date of this Lease. In such regard, LESSEE represents it has secured funding for construction of the Improvements in amounts equal to or in excess of thirty three percent (33%) of the budgeted costs for the Improvements. At such time as LESSEE commences construction of the Improvements it shall thereafter proceed with uninterrupted diligence and reasonable efforts to cause construction to be completed within a reasonable time thereafter, subject to a force majeure event as described in Article XV.

II. CONSIDERATION

Section 2.01. CONSIDERATION DURING THE TERM. Consideration for the term of this Lease shall be **TEN DOLLARS (\$10.00)** per year and other good and valuable consideration, including but not limited to services to Murphy citizens, and citizens of surrounding municipalities by LESSEE, and the use of the facilities by the LESSOR as set forth in Section 3.03 below. All monetary amounts due shall be payable to the City of Murphy, Attention: City Manager's Office, 206 North Murphy Road, Murphy, Collin County, Texas 75094 and shall be due on the Effective Date of this Lease and annually each year thereafter on the anniversary of the Effective Date.

III. USAGE OF THE LEASED PREMISES

Section 3.01. USE OF LEASED PREMISES. It is the intent of the parties that this Lease shall be to construct, maintain and operate a multi-purpose indoor athletic facility, including offices, and other multi-use indoor spaces (referred to herein as the "Improvements") to serve the LESSOR, Murphy community, and citizens of surrounding communities. The Leased Premises shall be used only for the following purposes:

- (a) To provide year round, supervised recreational, competitive, educational and instructional athletic activities and tournaments for all interested children and adults who voluntarily elect to participate in the programs offered by LESSEE, and
- (b) To promote charitable and educational athletic activities and to promote community awareness for all participants regardless of race, age, color, religion, sex, disability, ancestry, national origin or place of birth by sponsorship of various programs adopted or offered by LESSEE, and
- (c) To provide administrative support for the organizations utilizing the facility to conduct activities, events, and for historical/educational purposes.

In addition, because the Leased Premises are located on designated park property, LESSEE agrees to use the Leased Premises for uses consistent with or in furtherance of public use and enjoyment of the park and in a manner which will not interfere with the use of the park for park purposes. The Leased Premises shall also be used in accordance with the City of Murphy Code of Ordinances, as amended.

LESSOR and LESSEE shall have an annual planning meeting (hereinafter referred to as the "Annual Planning Meeting") to review programs and activities such as events, tournaments, leagues, etc. conducted in, or in the immediate vicinity of, the Leased Premises. This shall include, but not be limited to, Kimbrough Stadium, Murphy Central Park and the Improvements. LESSOR and LESSEE, through the respective offices of the City Manager or his designee and PSA's General Manager (the "General Manager"), shall coordinate uses to minimize conflict in the area. LESSEE shall make all reasonable effort to meet with and/or secure known dates and schedules from the Plano Independent School District (PISD) for events at Kimbrough Stadium. A representative from PISD may be invited to the Annual Planning Meeting.

LESSEE shall operate the Improvements within the hours set forth in the City of Murphy ordinance governing park sites, as amended (hereinafter referred to as the "Park Ordinance".) Hours of operation may be extended by permit by the City Manager or his designee as provided for in the Park Ordinance. PSA may not start any new games after park closing hours but may complete any games started.

Section 3.02. STATEMENT OF PUBLIC BENEFIT. A primary purpose of this Lease is to provide athletic services to the Murphy community. LESSEE agrees at LESSOR's request to provide to LESSOR during the term of this lease, and during any and all of its subsequent extensions, periodic documentary evidence of the public benefit of its services or other activities. It is mutually agreed by both LESSEE and LESSOR that the required documentation of public benefit will be in the form of an annual written report prepared by LESSEE, if requested by LESSOR, and submitted to the City Manager's Office to be made available for public record. LESSEE agrees to submit said report, if requested by LESSOR, annually to LESSOR in person or by U.S. mail on or before the anniversary of the initial Effective Date of the Lease. LESSEE's annual reports will contain qualitative and/or quantitative information about the programs, services, or other activities of the organization on the Leased Premises; non-confidential

information about the clients, customers, members or other users of the LESSEE'S services (or other activities) on the Leased Premises; and a statement of the revenues and support generated and expenses incurred by the LESSEE during its most recently completed fiscal year on the Leased Premises.

Section 3.03. LIMITED USE OF THE IMPROVEMENTS BY THE LESSOR.

LESSEE will provide meeting room space to all LESSOR's boards or departments, appointed and ad hoc committees, commissions, departmental training programs (fire, police, etc.), and special events planning sessions. The Improvements will be available for the foregoing purposes, subject to availability and prior approval from the General Manager of the LESSEE, on a year-round basis (excluding major holidays) during LESSEE's normal operating hours, on a rent-free basis

The "Murphy Recreation Department" shall have first priority of surplus space in the Improvements for programs on a rent free basis, subject to availability and prior approval from the General Manager of the LESSEE, or his designee. It is the intent of this section for the LESSOR and/or LESSEE to provide appropriate sports and leisure programs for the community without conflict or competition between programs and in accordance with the needs and best interest of the community. Youth activities shall continue to be a priority; however, programs needed to serve adults for the community shall also be the coordinated interest and concern of both LESSOR and LESSEE.

Reasonable storage space, to the extent available and not used for LESSEE's ongoing programs and activities, will be provided for the above programs to the LESSOR at no cost to the LESSOR. To the extent that LESSEE is able to offer storage space to satisfy LESSOR's program storage needs, the terms of such arrangement will be negotiation between LESSOR and LESSEE and coordinated through the respective offices of the City Manager's Office and PSA's General Manager.

All arrangements for LESSOR's use of space in the Improvements as contemplated above will be coordinated through LESSOR's appropriate City staff members and the General Manager of LESSEE. Space for meeting purposes, court space, and any other public space in the Improvements may be reserved by LESSOR, Murphy Recreation Department, or other parties unaffiliated with LESSOR on a space available basis, with the LESSEE's functions to take priority over all usage by LESSOR or its designees. To the extent that LESSOR desires to use space in the Improvements as aforesaid, the parties shall agree to the usage or LESSOR shall notify LESSEE in writing of its desired usage no later than thirty (30) days prior to the date of the intended usage.

All usage of LESSEE's Improvements by LESSOR or its departments shall be subject to reasonable restrictions and requirements dealing with adequate registration of the programs and its participants, including the execution of liability waivers, certificates of insurance and the completion of required information forms.

In no event shall LESSEE be obligated to provide any personnel with respect to usage by LESSOR's designee or departments.

Section 3.04. CONDUCT OF ACTIVITIES. LESSEE shall conduct its services and activities in a substantial, business-like, and good faith manner for the benefit of the public, and shall not take any actions to unreasonably annoy, disturb, endanger or be offensive to others.

Section 3.05. INGRESS AND EGRESS. LESSEE shall have the right to obtain ingress and egress by means of all existing public roadways, to be used in common with others that have rights of passage thereon. Except as otherwise provided in this LEASE, LESSEE and LESSOR hereby agree that LESSOR is under no obligation to construct any roadways, driveways, or drainage systems to provide ingress or egress to LESSEE.

Section 3.06. CONCESSION RIGHTS. LESSEE shall have the right to provide or to contract with third parties for all concessions, goods and services, subject to approval by the City Manager's Office, which approval shall not be unreasonably withheld or delayed. Food and beverage concessions sold inside the facility shall not require City Manager approval; however any such service shall meet all applicable laws and ordinances applicable to food and beverage sales. Any goods and services, including a pro shop, provided or operated by third party vendors must be offered at prices reasonable and comparable to prices being paid in the Dallas metroplex and shall only be provided during LESSEE sponsored activities.

Section 3.07. SIGNAGE. LESSEE shall comply with all requirements of the City of Murphy sign ordinance, as amended. Unless otherwise agreed in writing by the parties, any permanent improvement to be located on the exterior of the Leased Premises may only bear the name and/or logo of PSA, along with "Murphy" or "Murphy Center." The advertising of major corporate sponsors located on the exterior of the Leased Premises is prohibited without the prior written approval of the LESSOR. Improvements shall not have any advertising with a name or word containing, depicting or related to any alcohol, tobacco or sexual related products.

IV. UTILITIES

Section 4.01. UTILITIES. Except as otherwise provided in this Lease, LESSEE agrees to secure and maintain and timely pay for all utilities required for the operation of the Improvements, including but not limited to the telephone, gas (if desired), electricity, and water used in or on the Improvements and for the removal of trash or debris there from. Except as otherwise provided in this Lease, LESSOR shall in no way be responsible for utilities or payment of utilities for the Improvements. LESSOR shall be responsible within six (6) months after the Effective Date for sewer, drainage, utility connections (including but not limited to telephone, gas, electricity and water to within five (5) feet of the Improvements); said connections shall in all respects conform to the regulations and ordinances of the City of Murphy and the State of Texas, as amended. All the utilities to the Leased Premises and Improvements shall be installed underground. LESSOR and LESSEE may by negotiation and further agreement coordinate and share utility service costs and/or facilities, such as dumpsters for disposal of trash, if appropriate. LESSOR agrees to provide and pay for the costs of all

utilities to the Leased Premises (other than the Improvements, except as herein provided), including electricity for lighting the parking lots on the Leased Premises and for the costs of water to irrigate the landscaping on the Leased Premises and parking lots.

V.
INSPECTIONS, REPAIRS AND ALTERATIONS

Section 5.01. REPAIRS BY LESSEE. LESSEE agrees, at its own expense, to timely maintain the Improvements in a sanitary, safe and clean condition during the Initial Term of this Lease and any extension thereof. LESSEE shall be solely responsible for, and shall provide at its own expense, janitorial services for the Improvements and maintain in a good operating condition and repair the Improvements, including, but not limited to, the roof, outer walls, all electrical, plumbing and mechanical systems, and the interior finish of any permanent improvements to the Improvements. LESSEE agrees that it will be responsible for cleaning and restriping the 384 total parking spaces, or any other parking spaces on the Leased Premises, and LESSOR shall be responsible for purchasing and installing parking lot lighting posts, fixtures and bulbs. Resurfacing or repair of the 384 parking spaces shall be a cost borne equally between the parties. Upon the expiration of the Initial Term of the Lease, or any extension thereof, the Leased Premises and Improvements, and any other improvements on the Leased Premises, shall be surrendered by LESSEE to LESSOR in good condition, normal wear and tear excepted.

Section 5.02. LESSOR'S RIGHT TO INSPECT AND OPTION TO MAKE REPAIRS. LESSEE agrees that LESSOR may enter upon the Leased Premises and Improvements at any time during the Initial Term of this Lease including any extension thereof during business hours and upon reasonable prior notice for the purpose of inspection. LESSOR shall have the right and privilege, through its representative, agents and officials, to make inspections of the Leased Premises and Improvements and thereafter to make recommendations to LESSEE of any repairs that must be made in accordance with the provisions of Section 5.01 above. However, LESSOR has no duty or obligation to inspect the Leased Premises. LESSEE agrees and covenants that, unless unreasonable due to ongoing use of the relevant portion of Improvements, it shall attempt to commence repairs within fifteen (15) days from the date that such recommendations are made and shall commence repairs no later than forty-five (45) days from the date that such recommendations are made, unless LESSEE disputes, in good faith, whether or not repairs are required. Such repairs shall be made in an expeditious and conscientious manner. Upon LESSEE'S recommendation of repair, LESSOR shall notify LESSEE within fifteen (15) days when repairs will be commenced. In the event that LESSEE shall fail to commence such recommended and undisputed repairs within the time provided, it is understood and agreed that LESSOR may, within its discretion, make such repairs as it deems necessary for and on behalf of LESSEE; and in such event, the cost of such repairs shall be paid by LESSEE to LESSOR within thirty (30) days following its receipt of the billing for said repairs. LESSOR has no duty or obligation to make repairs to the Leased Premises.

Section 5.03. DAMAGES. Should LESSOR undertake any repairs described in Section 5.02, LESSEE hereby waives any claim for damages, consequential or otherwise, as a result there from, except for claims and damages arising from the LESSOR's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the LESSEE as set forth in this Lease, and shall not impose or be construed to impose upon LESSOR any additional obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

Section 5.04. ALTERATION AND REMODELING. LESSEE shall have the right to make such decorating and non-structural changes as it desires on the interior of any Improvements to the Leased Premises, including changes to walls, floors, or ceilings without the prior written consent of LESSOR, so long as the design of such changes to any Improvements is compatible with the allowed use of park environment in which the Leased Premises as provided herein are located. Any exterior or structural changes shall require the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE may remove, at its own expense, any non-permanent fixtures or furniture placed in the Leased Premises by LESSEE, but LESSEE agrees that it will, at its own expense, promptly repair any and all damage done by the removal of any non-permanent fixtures or furniture from the Leased Premises. If any alterations and/or additions to the Improvements are mandated by legal requirements related to accessibility by persons with disabilities, LESSEE is responsible for making them at its sole cost and expense.

Section 5.05. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. LESSEE shall fully comply with all of the ordinances of the City of Murphy applicable to the Leased Premises and any Improvements on the Leased Premises, and in connection therewith promptly fulfill all orders and requirements applicable to LESSEE's occupation of and operation upon the Leased Premises and Improvements as imposed by the Code Enforcement, Health, Police, Fire and other departments for the correction, prevention and abatement of health and safety code violations, nuisances or hazards which may exist by reason of the condition of the Leased Premises and Improvements. LESSEE covenants also that it will fully comply with all City, state and federal laws and regulations in its use and occupation of the Leased Premises and Improvements.

Section 5.06. DISPUTE RESOLUTION. In the event of a dispute under Section 5.02 above, the LESSOR and LESSEE will, within thirty (30) days of written request by either party, appoint a mutually agreeable licensed architect to make a non-binding determination as to the issue in dispute. In the event the LESSOR and LESSEE cannot mutually agree on a licensed architect, each will select a licensed architect who will together agree upon a third licensed architect. This panel of three architects will, by at least a two-thirds (2/3) vote, make a non-binding decision as to the dispute. None of the architects shall be agents, officers or employees of either the LESSOR or LESSEE. Any costs or fees incurred under this section shall be shared equally by both parties.

VI. IMPROVEMENTS

Section 6.01. CONSTRUCTION OF IMPROVEMENTS. LESSEE intends to, and shall have the right to commence construction of the Improvements on the Leased Premises, as generally described on Exhibit "B" within the nine (9) months following the Effective Date of this Lease, subject to early termination as provided in Section 1.05, which shall be designed, constructed and completed at LESSEE's expense within the following parameters within a reasonable period of time thereafter, subject to a force majeure event as described in Article XV:

- (a) Plans and specifications for the Improvements shall be prepared by state-licensed architects or engineers and shall comply with all applicable federal, state and municipal laws, ordinances, rules, regulations and requirements, as amended;
- (b) Plans and specifications for the Improvements shall be submitted within 60 days of the Effective Date to the LESSOR, through the City Manager's Office (hereinafter referred to as the "City Manager") or his designee, and no construction shall begin on the Improvements until said plans and specifications are approved by the City Manager or his designee, which approval shall not be unreasonably withheld or delayed, so long as the design and appearance of the Improvements are compatible with the park and surrounding environment in which the Leased Premises are located, Exhibit B, and comply with all applicable federal, state and municipal laws, ordinances, rules, regulations and requirements, as amended;
- (c) Prior to commencement of construction, LESSEE shall furnish to LESSOR evidence that it has secured funding of not less than thirty-three (33%) of the budgeted construction costs for the Improvements. The balance of the funding requirements may be provided by bank financing encumbering LESSEE's leasehold estate and to the extent received, commitments for future funding of contributions by third parties in respect to the funding of the construction costs. LESSEE agrees that its budget for the Improvements will be approximately \$8,000,000 to \$9,000,000, and agrees to provide to LESSOR a preliminary budget setting forth estimated construction costs for the Improvements, no later than sixty (60) days after the Effective Date of this Lease. which will be a supplement to, and attached hereto as Exhibit "C" and be made a part hereof for all purposes. The amounts set forth therein are preliminary in nature; however, LESSEE does not anticipate that the amounts allocated on a line item basis for grounds, building and equipment will be reduced by more than five percent (5%) of the amount shown.
- (d) LESSEE shall, prior to issuance of a certificate of occupancy of the Improvements, construct 203 parking spaces with a drop off drive inside the Leased Premises and related improvements, north of the

Improvements along North Murphy Road with a drop off driveway. Attached hereto as **Exhibit "D"** and made a part hereof for all purposes is a site plan depicting the parking spaces and driveway. These parking surfaces on the Leased Premises, including the drop off driveway, shall be constructed of reinforced concrete and shall be constructed in accordance with the City of Murphy Code of Ordinances.

- (e) LESSEE shall, prior to issuance of a certificate of occupancy of the Improvements, construct 91 parking spaces and related improvements within the Municipal Complex of the City of Murphy, adjacent to Central Park as depicted on the site plan attached hereto as **Exhibit "E"** and made a part hereof for all purposes. These parking surfaces shall be constructed of reinforced concrete and shall be constructed in accordance with the City of Murphy Code of Ordinances.
- (f) LESSOR shall, prior to issuance of a certificate of occupancy of the Improvements, grade for overflow parking of the Leased Premises 90 parking spaces and related improvements either, at LESSOR's option, to the North of LESSEE'S property as depicted on the site plan attached hereto as Exhibit A, or in Central Park adjacent to the fields.
- (g) LESSOR shall, prior to issuance of a certificate of occupancy of the Improvements, install the parking lot lighting poles, fixtures and bulbs in all parking lots, and thereafter maintain the lighting poles, fixtures and bulbs.
- (h) LESSOR shall, install prior to issuance of a certificate of occupancy of the Improvements, and then irrigate and maintain, at its cost and expense, landscaping around the Improvements, parking lots and Leased Premises.
- (i) LESSOR shall construct within six (6) months from the Effective Date a driveway on the Northeast side of the Leased Premises that exits onto North Murphy Road at Shirehurst Drive, as reflected in Exhibit A. Any other parking, circulation, and related site Improvements shall be constructed by LESSEE according to City of Murphy standards and be compatible with the existing improvements in Central Park.
- (j) LESSOR shall work with LESSEE's architect/planner to develop a master plan for the re-routing and redevelopment of some of the park improvements in Central Park. At LESSOR's option, LESSOR may provide LESSEE with said master plan.
- (k) PSA will design and construct area lighting for the Improvements so that the lights will not shine towards homes.
- (l) LESSEE shall, at its expense, make arrangements for the installation or connection of whatever utilities necessary it may desire or need in

connection with the use of Improvements or additions made by the LESSEE to the Improvements. LESSEE acknowledges that LESSOR is not responsible for paying for utility service to Improvements. Any construction performed by LESSEE within any utility easement area must meet utility company and City of Murphy criteria for design and construction in such easement area. Any and all connections to water and sewer lines must occur at the utility connection points to be provided by LESSOR within five (5) feet of the Improvements, unless otherwise agreed to in writing by LESSOR. LESSOR will allow new easements as required for the Improvements contemplated by this Lease, subject to any local, state, and federal requirements to grant such easements. All costs incurred with any extension and/or relocation of existing utility lines or facilities or installation of additional utility lines or facilities shall be entirely at LESSEE's expense whether on or off the Leased Premises. LESSEE shall also provide LESSOR legal descriptions for any require utility easements;

- (m) Prior to commencement of construction of the Improvements, LESSEE shall require its general contractor to furnish a performance bond and a payment bond, each in a form acceptable to the LESSOR, through corporate surety companies authorized to do business in the State of Texas and approved by the LESSOR, which bonds shall be equal to one hundred percent (100%) of the costs to construct the Improvements as provided in the construction contract. LESSEE shall require a rider for each bond so that LESSOR shall be named as an additional obligee as LESSOR'S interests may appear pursuant to the Lease. These bonds shall remain in effect until the Improvements have been fully completed and accepted in accordance with the terms of the construction contract. The purpose of such bonds is to insure that construction of the Improvements is completed and that all bills for material and labor are paid in full upon completion of construction with no cost to the LESSOR and shall contain the form as is customarily required by LESSOR. If the Improvements are not constructed in accordance with any construction plans or contract, LESSOR may, with LESSEE'S consent, in addition to other available remedies, at its option take such action to enforce any breach, warranty or representation.
- (n) LESSEE shall require the following language in all construction contracts for any improvements:

“INDEMNIFICATION: CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF MURPHY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY “THE CITY OF MURPHY”), IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING

ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT AND CONSTRUCTION OF THE IMPROVEMENTS, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY OF MURPHY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS, SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF MURPHY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY OF MURPHY FROM THE CONSEQUENCES OF THE CITY OF MURPHY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE. IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR ANY SUBCONTRACTOR UNDER WORKERS' COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS. IT IS EXPRESSLY AGREED AND STIPULATED THAT THIS INDEMNIFICATION CLAUSE IS BINDING, FULLY ENFORCEABLE, AND MEETS ALL REQUIREMENTS OF TEXAS LAW INCLUDING EXPRESS NEGLIGENCE AND CONSPICUOUSNESS ISSUES."

- (o) LESSEE shall require the contractors who are to construct the Improvements to furnish insurance in such amounts as specified below and include in all construction contracts for the improvements the following language:
 - (1) Prior to commencement of any activity permitted on City of Murphy's property, each contractor shall purchase and maintain during the term of this Lease, at its own expense, hereinafter stipulated minimum insurance satisfactory to the City of Murphy. Contractor shall not allow any subcontractor to commence work until all similar insurance of the subcontractor has been obtained.

All insurance policies provided under this Lease shall be written on an "occurrence" basis.

Workers' Compensation, statutory, as required by law and Employer's Liability Insurance of not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for each accident, **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for disease for each employee, **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** for disease as policy limit.

- (2) Commercial General Liability Insurance, including Independent Contractor's Liability, Products/Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Lease, fully insuring contractor's liability for injury to or death of employees of the City of Murphy and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of ONE MILLION DOLLARS (\$1,000,000.00).
- (3) Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of ONE MILLION DOLLARS (\$1,000,000.00).
- (4) "Umbrella" Excess Liability Insurance, insuring the contractor for an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit bodily injury and property damage liability insurance, including death, in excess of the primary coverage required herein above.
- (5) Builder's Risk. The LESSEE shall purchase a completed value builder's risk policy for the duration of this project.
- (6) It is agreed by all parties to this Lease that the LESSEE shall require the contractors who obtain and provide insurance required under this Lease to endorse each policy as follows:
 - (a) Be written with the City of Murphy as an additional insured on all applicable policies.
 - (b) Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Murphy, its officials, officers, agents and employees, in both their public and private capacities, and provide that each policy is primary and non-contributory with the LESSORS'

insurance, it being the intention that the required insurance policies shall protect all parties to the Lease and be the primary coverage for all losses covered by the policies.

- (c) Provide a Certificate of Insurance evidencing the required coverages to:

City of Murphy
Attention: City Manager
206 N. Murphy Road
Murphy, Texas 75094

The Certificate of Insurance required under this provision shall be provided to the LESSOR before commencement of any construction by LESSEE's contractors and subcontractors and proof of the required insurance under this section shall be a condition of any issuance of building permits by the City of Murphy. Any permits erroneously issued without proof of insurance will be immediately revoked.

Section 6.02. COST OF IMPROVEMENTS. The complete cost of developing all necessary plans and specification and the cost of the construction and maintenance of the Improvements themselves shall be borne solely by LESSEE and shall be at no expense to LESSOR whatsoever.

Section 6.03. OWNERSHIP OF IMPROVEMENTS. It is expressly agreed and understood that all alterations and Improvements on the Leased Premises at the commencement of the Initial Term, or those that may be erected or installed during any subsequent term, shall, at the expiration or sooner termination of this Lease, become part of the Leased Premises and the property of the City of Murphy.

Section 6.04. LIENS and INDEMNIFICATION. LESSEE shall timely discharge all obligations to contractors, subcontractors, materialmen, workmen and/or other persons for all work performed and for materials furnished for or on account of LESSEE as such obligations mature. LESSEE expressly agrees that it will neither give nor grant, nor purport to give or grant any mechanic's or materialmen's lien upon the Leased Premises, Improvements, LESSOR's property or upon any improvements thereupon in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party should be entitled, as a matter of law, to a mechanic's or materialmen's lien against the Leased Premises, Improvements, LESSOR's property or improvements thereon, and LESSEE will discharge any such lien within thirty (30) days after notice of filing thereof. **LESSEE SHALL RELEASE, DEFEND AND HOLD HARMLESS THE LESSOR FROM ANY AND ALL SUITS, ACTIONS, LOSSES AND DAMAGES ARISING FROM ANY LIEN FILED AGAINST**

THE LEASED PREMISES, LESSOR'S PROPERTY OR ANY IMPROVEMENTS THEREON. IT IS EXPRESSLY AGREED AND STIPULATED THAT THIS INDEMNIFICATION CLAUSE IS BINDING, FULLY ENFORCEABLE, AND MEETS ALL REQUIREMENTS OF TEXAS LAW INCLUDING CONSPICUOUSNESS ISSUES.

Section 6.05. MISCELLANEOUS.

- (a) LESSEE agrees that all work to be performed by it or its contractors, including all workmanship and materials, shall be of first-class quality and shall be performed in full compliance and in accordance with all federal, state and local laws, ordinances, codes and regulations, as amended, and such work shall be subject to LESSOR'S inspection during the performance thereof and after it is completed. However, the LESSOR has no duty to inspect.
- (b) LESSEE shall timely repair any damage to any offsite improvements and/or LESSOR'S property caused by or resulting from any activities or construction by LESSEE, or LESSEE's agents, employees, contractors and subcontractors.

Section 6.06. ADDITIONAL IMPROVEMENTS; REPAIRS AND MAINTENANCE; ALTERATIONS. LESSEE shall have the right to construct additional or replacement improvements on the Leased Premises only with the prior written consent of LESSOR, which consent shall not be unreasonably withheld by LESSOR so long as the additional or replacement improvements are constructed in accordance with the requirements of and the process described in this Article VI for the construction of the like kind and nature as the Improvements. LESSEE shall have the right to alter the Improvements in connection with the repair and maintenance thereof, without the prior written consent of LESSOR, so long as such alterations do not involve structural modifications to the roof, foundation or exterior of the Improvements.

**VIII.
INSURANCE AND INDEMNITY**

Section 7.01. INDEMNITY.

- (a) **LESSEE DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS LESSOR AND ALL OF ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE LEASED**

PREMISES OR IMPROVEMENTS EVEN IF ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF MURPHY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES. IT IS THE EXPRESS INTENTIN OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE LESSEE TO INDEMNIFY AND PROTECT THE CITY OF MURPHY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM THE CONSEQUENCES OF THE CITY OF MURPHY'S AND ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE, IN ANY AND ALL CLAIMS.

- (b) **IN ADDITION, LESSEE DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND ALL OF ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR INJURY TO OR DEATH OF ANY LESSEE EMPLOYEE OR VOLUNTEER OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OF ANY LESSEE EMPLOYEE OR VOLUNTEER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS LEASE. THIS INDEMNIFICATION BY LESSEE SHALL INCLUDE, BUT NOT BE LIMITED TO, LIABILITY ARISING FROM WORKER'S COMPENSATION AND GENERAL LIABILITY CLAIMS.**
- (c) **LESSEE EXPRESSLY AGREES TO DEFEND LESSOR AGAINST ANY AND ALL CLAIMS ARISING OUT OF THIS LEASE, IMPROVEMENTS, OR LEASED PREMISES. IN THE EVENT THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES ARE A NAMED PARTY TO A SUIT ARISING OUT OF THE SUBJECT MATTER OF THIS LEASE, THE CITY SHALL HAVE THE RIGHT OF THE SELECTION OF DEFENSE COUNSEL TO BE RETAINED BY LESSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF LESSEE'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF LESSEE'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. LESSEE SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF LESSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LESSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. IT IS EXPRESSLY AGREED AND STIPULATED THAT THE**

INDEMNIFICATION CLAUSES IN THIS LEASE ARE BINDING, FULLY ENFORCEABLE, AND MEET ALL REQUIREMENTS OF TEXAS LAW INCLUDING EXPRESS NEGLIGENCE AND CONSPICUOUSNESS ISSUES.

Section 7.02. INSURANCE. Prior to the commencement of any activity permitted on the Leased Premises, LESSEE shall purchase and maintain during the term of this Lease and any extensions thereof, at its own expense, the hereinafter stipulated additional minimum insurance satisfactory to the LESSOR.

- (a) Workers' Compensation: Statutory, as required by law, and Employer's Liability Insurance of not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for each accident, **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for disease for each employee **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** for disease as policy limit.
- (b) General Liability: **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence for bodily injury, including death, personal injury and property damage, and fully insuring and covering the indemnification provisions of this Lease. The policy shall have no standard coverages removed by exclusion. The policy shall include coverage for premises operation, independent contractors, products/completed operations, personal and advertising injury, contractual liability, fire legal liability and medical payments expense. A **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** limit for fire legal liability is required.
- (c) Property, Fire and Extended Coverage Insurance covering the Improvements presently existing on, or hereafter constructed on the Leased Premises or off the Leased Premises in accordance with this Lease, against loss or damage by fire, windstorm, hail, tornado, explosion, water, lightening, rain, sleet, snow, sprinkler leakage, riots, civil commotion, vandalism, malicious mischief and aircraft/vehicle damage. This type of insurance shall be carried with a company or companies satisfactory to LESSOR and in an amount of coverage not less than replacement cost of the Improvements dedicated to or necessary to performance of LESSEE's obligations under this Lease, and the policy or policies of insurance shall be issued to the LESSEE and LESSOR, as their interests may appear.
- (d) The City of Murphy shall be named as an additional insured on all policies.
- (e) The insurance policies shall be written on an "occurrence" basis.
- (f) The insurance policies shall waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against LESSOR,

its officials, officers, agents and employees, in both their public and private capacities, and provide that each policy is primary and non-contributory with the LESSOR'S insurance, it being the intention that the required insurance policies shall protect all parties to the Lease and be primary coverage for all losses covered by the policies.

- (g) Certificates of Insurance and endorsements effecting coverage required by this clause shall be forwarded to:

City of Murphy
Attention: City Manager
206 N. Murphy Road
Murphy, Texas 75094

- (h) LESSEE shall be responsible for the contents of the Improvements (other than items stored by LESSOR) and shall procure insurance for such in an amount of coverage not less than replacement cost of such contents.
- (i) LESSOR reserves the right to review the insurance requirements of this section during the Initial Term of the Lease, and any extensions thereof, and to adjust insurance coverages and their limits when deemed necessary by LESSOR based upon changes in statutory law, court decisions or the claims history of the industry as well as of LESSEE. LESSOR agrees that in the event such adjustment is required, LESSEE shall be given sixty (60) days to obtain such coverage.

VIII. DESTRUCTION OF LEASED PREMISES

Section 8.01. DAMAGE TO BUILDING. In the event of damage to the Improvements, LESSEE will immediately notify LESSOR of the nature and extent of such damage. In the event of damage or destruction to the Improvements, LESSOR shall have no obligation or duty to repair, rebuild or reconstruct the Improvements or any fixtures, equipment or other personal property installed by LESSEE.

Section 8.02. INSURANCE PROCEEDS. All proceeds of the insurance contemplated by the provisions of this Lease payable by reason of any loss or damage to the Leased Premises, or any portion thereof shall be paid to LESSEE and utilized by LESSEE solely for reconstruction or repair, as the case may be, of any damage to or destruction of the Leased Premises or any portion thereof. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Premises shall be paid to LESSEE. If LESSEE elects not to repair and restore, and the Lease is terminated as described in Section 8.03, all such insurance proceeds shall be allocated to LESSOR.

Section 8.03. RECONSTRUCTION OF THE LEASED PREMISES.

- (a) If during the Initial Term of this Lease, or any extension thereof, the Leased Premises is totally or partially destroyed by a risk covered by the insurance described in this Lease (herein called “**An Insured Risk**”) and the Leased Premises thereby is rendered unsuitable in LESSEE’s reasonable opinion for its intended use, this Lease shall terminate as of the date of the casualty and neither LESSOR nor LESSEE shall have any further liability hereunder except for any liabilities which have arisen prior to or which survive such termination, and all insurance proceeds shall be allocated to LESSOR, except as described below. If LESSEE elects to terminate this Lease because of partial or total destruction of the Leased Premises, LESSEE will clean up and scrape Improvements, including removal of slab if required by LESSOR. LESSOR shall pay LESSEE for any reasonable costs to clean up and scrape the improvements but only to the extent it receives insurance proceeds for the loss. Any excess insurance proceeds remaining after such clean up costs shall remain the property of LESSOR.
- (b) If during the Term of this Lease, or any extension thereof, the Leased Premises is partially destroyed by An Insured Risk, but the Leased Premises is not thereby rendered unsuitable for LESSEE’s use, or is totally destroyed by An Insured Risk, but LESSEE desires to reconstruct the Leased Premises, LESSEE shall, to the extent of available insurance proceeds, restore the Leased Premises to substantially the same condition as existed immediately before the damage or destruction and otherwise in accordance with the terms of the Lease, and this Lease shall not terminate as a result of such damage or destruction. LESSEE shall utilize the available insurance proceeds to pay the reasonable costs of such restoration. Any excess proceeds remaining after such restoration shall be allocated to LESSEE.
- (c) If the Leased Premises are to be restored in accordance with the provisions of Section 8.03(b) and if the cost of the repair or restoration exceeds the amount of proceeds received by LESSEE from the insurance required under this Lease, or in the event the Leased Premises is totally or materially damaged or destroyed by a risk not covered by the insurance described in this Lease, LESSEE at its option shall either, (a) at LESSEE’s sole cost and expense, restore the Leased Premises to substantially the same condition it was in immediately before such damage or destruction and this Lease shall not terminate as a result of such damage or destruction, or (b) terminate the Lease and neither LESSOR nor LESSEE shall have any further liability hereunder except for any liabilities which have arisen or occurred prior to such termination and those which expressly survive termination of this Lease. If the Leased Premises are restored, LESSEE shall utilize the available insurance proceeds to pay the reasonable costs of such restoration. Any excess proceeds remaining after such restoration or any available proceeds which are not used by LESSEE shall be allocated to LESSEE. If the Lease is terminated, the insurance proceeds shall be payable to the LESSOR. If LESSEE elects to terminate

this Lease under this section, LESSEE will clean up and scrape Improvements, including removal of the slab if required by LESSOR and return the Leased Premises in a good and clean condition, normal wear and tear excepted, within a reasonable time after termination of the Lease. LESSOR shall pay LESSEE for any reasonable costs to clean up and scrape the improvements but only to the extent it receives insurance proceeds for the loss. Any excess insurance proceeds remaining after such clean up costs shall remain the property of LESSOR.

Section 8.04. RELEASE. LESSEE covenants and agrees that it will not hold LESSOR or any of its officers, officials, agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail or any other cause whatsoever, whether said cause be the direct, indirect or merely a contributing factor in producing the loss, including to any personal property that may be stored on the Leased Premises, whether caused in whole or in part by the negligence of LESSOR or its officials, officers, agents or employees; and LESSEE agrees all personal property is to be stored at LESSEE's risk.

IX. CONDEMNATION

Section 9.01. TOTAL TAKING. If, after the commencement date, the Leased Premises shall be taken in its entirety by right of eminent domain for any public or quasi-public use, then, when possession shall be taken thereunder by the condemner, or LESSEE is deprived of its practical use of the Leased Premises and other improvements, whichever date is earlier, this Lease and all rights of LESSOR and LESSEE hereunder shall terminate and any rental and all other payments required of LESSEE shall be immediately paid by LESSEE to LESSOR through the date of taking. In no event shall LESSOR exercise its rights of condemnation in order to simply defeat LESSEE's rights hereunder.

Section 9.02. PARTIAL TAKING. In the event of a partial taking of any part of the Leased Premises as a result of which the remaining portion of the Leased Premises cannot be restored to an economically operable facility of a comparable kind and quality to the facility existing prior to the taking, then this Lease, at LESSEE's option, shall terminate as of the time when possession of the Leased Premises shall be taken by the condemner or LESSEE is deprived of its practical use thereof, whichever date is earlier. If the Leased Premises can be restored to an economically operable facility of comparable kind and quality to the facility existing prior to the taking, then this Lease shall not be affected and LESSEE shall retain the remaining portion thereof; provided, however, that the rent shall be reduced on an equitable basis.

Section 9.03. EMINENT DOMAIN AWARD. If there is a taking by right of eminent domain, the rights and obligations of LESSOR and LESSEE with reference to the award and the distribution thereof shall be allocated between LESSOR and LESSEE on the following basis:

- (a) All proceeds, whether attributable to the Leased Premises or LESSEE's Leasehold Estate shall be allocated first to the expenses incurred by LESSOR or LESSEE in connection with defending the proceedings, then to costs of repair, alteration, renovation or improvement to the Leased Premises, with the balance to be allocated pursuant to subparagraph (b) below.
- (b) The balance of any award for partial taking and the award for a taking of the Leased Premises in its entirety shall be first allocated to LESSEE in an amount equal to costs incurred in connection with the construction of the Improvements contemplated hereby.
- (c) The balance of any award shall be paid to and retained by LESSOR.

X. DEFAULT

Section 10.01. EVENTS OF DEFAULT. The following events shall be deemed to be events of default by LESSEE under this Lease:

- (a) LESSEE shall fail to pay any monetary consideration when due, and such failure shall continue for a period of fifteen (15) days after notice of such delinquency is delivered to LESSEE.
- (b) LESSEE shall fail to comply with any term, provision, clause, sentence, covenant or any other item of this Lease, other than the payment of consideration as described above, and shall not cure such failure within forty-five (45) days after written notice thereof to LESSEE.
- (c) LESSEE shall cease using the Leased Premises for the purposes intended by this Lease for a period of ninety (90) days or more.
- (d) It is recognized that if LESSEE is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate LESSEE's performance of this Lease. Accordingly, it is agreed that upon the occurrence of any such event, LESSOR shall be entitled to request of LESSEE or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle LESSOR to terminate this Lease and to the accompanying rights set forth below.

Section 10.02. REMEDIES. Upon the occurrence of any event of default specified above, and in addition to any other remedies LESSOR may be entitled to at

law or in equity, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this Lease in which event LESSEE shall immediately surrender the Leased Premises and Improvements to LESSOR; and if LESSEE fails to do so, LESSOR may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove LESSEE and any other person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and LESSEE agrees to pay to LESSOR on demand the amount of all loss and damages which LESSOR may suffer by reason of such termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the Leased Premises and Improvements and expel or remove LESSEE and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and if LESSOR so elects, relet the Leased Premises on such terms as LESSOR shall deem advisable and receive the rent thereof; and LESSEE agrees to pay to LESSOR on demand any deficiency that may arise by reason of such reletting.
- (c) Enter upon the Leased Premises and Improvements without being liable for prosecution or any claim of damages therefore and do whatever LESSEE is obligated to do under the terms of this Lease; and LESSEE agrees to reimburse LESSOR on demand for any expenses which LESSOR may incur for performing, this effecting compliance with LESSEE's obligations under this Lease; and LESSEE further agrees that LESSOR shall not be liable for any damages resulting to LESSEE from such action.

Section 10.03. ELECTION TO TERMINATE. No reentry or taking possession of the Leased Premises by LESSOR shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention shall be given to LESSEE. Notwithstanding any such re-letting or re-entry or taking possession, LESSOR may at any time thereafter elect to terminate this Lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall the pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. LESSOR's acceptance of payments following an event of default hereunder shall not be construed as LESSOR's waiver of such event of default. No waiver by LESSOR or any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or constitute a waiver of any other violation or breach of any of the terms, provisions and covenants

herein contained. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that LESSOR may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken following repossession. Should LESSOR at any time terminate this Lease for any default, in addition to any other remedy LESSOR may have, LESSOR may recover from LESSEE all damages LESSOR may incur by reason of such default, including cost of recovering the Leased Premises and reasonable attorney's fees expended by reason of default.

XI. SURRENDER

Section 11.01. SURRENDER. In the event that this Lease is terminated in accordance with its terms, upon such termination, LESSEE shall vacate the property no later than the date of termination and shall leave the property in substantially the same condition it was in on the date this Lease became effective, normal wear and tear excepted.

XII. TAXES AND IMPOSITIONS

Section 12.01. PAYMENTS OF IMPOSITIONS. The parties recognize that the Leased Premises and Improvements and LESSEE's leasehold estate created pursuant to the provisions of this Lease are tax exempt, as of the date hereof. To the extent that the tax exempt status for the Leased Premises, improvements or leasehold estate created hereby are hereafter withdrawn or changed, LESSOR and LESSEE shall be responsible for payment of applicable taxes as follows:

- (a) LESSOR will be responsible for all taxes attributable to the Leased Premises exclusive of the LESSEE's Improvements; and
- (b) LESSEE will be responsible for taxes attributable to the Improvements and LESSEE's leasehold estate.

Section 12.02. PAYMENT BEFORE DELINQUENCY. Any and all impositions and installments of impositions required to be paid by LESSEE under this Lease shall be paid by LESSEE at least ten (10) days before each such imposition, or installment thereof, becomes delinquent, and the official and original receipt for the payment of such imposition or installment thereof shall immediately be given to LESSOR.

Section 12.03. INDEMNIFICATION. LESSEE shall indemnify and defend LESSOR and the Leased Premises and any improvements now or hereafter located on the Leased Premises free and harmless from any claims, causes of action, liabilities, losses, damages, expenses, including attorney's fees and costs, resulting from any impositions required by this Article XII to be paid by LESSEE,

and from all interest, penalties, and other sums imposed thereon, and from any sale or other proceeding to enforce collection of any such imposition. Only to the extent allowed by law, LESSOR shall indemnify and defend LESSEE and the Leased Premises and any improvements now or hereafter located on the Leased Premises free and harmless from any claims, causes of action, liabilities, losses, damages, expenses, including attorney's fees and costs, resulting from any impositions required by this Article XII to be paid by LESSOR, and from all interest, penalties, and other sums imposed thereon, and from any sale or other proceeding to enforce collection of any such imposition.

XIII. HOLDING OVER

Section 13.01. HOLDING OVER WITH CONSENT. In the event that LESSEE holds over and remains in possession of the Leased Premises with the written consent of the LESSOR, that holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants and conditions as contained in this Lease.

Section 13.02. HOLDING OVER WITHOUT CONSENT. In the event that this LESSEE holds over and remains in possession of the Leased Premises without written consent of the LESSOR, that holding over shall constitute LESSEE a trespasser.

XIV. NONDISCRIMINATION

Section 14.01. NONDISCRIMINATION. The LESSOR and LESSEE, for themselves and their representative do hereby agree that no persons on the grounds of race, age, color, religion, sex, disability, ancestry, national origin, or place of birth shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises.

XV. FORCE MAJEURE

Section 15.01. FORCE MAJEURE EVENT. Neither party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. For the purposes of this Lease, the term "Force Majeure Event" shall mean any cause beyond the control of the party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance (except as excluded herein), sabotage, other "Acts of God," and restraint by court order or public authority, which by exercise of due foresight such party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome. Notwithstanding anything to the contrary, the term Force Majeure Event shall not be deemed to include (a) any labor disturbance affecting the Lessee to the extent that such labor disturbance involves direct employees of the Lessee who are performing work on the Improvements, except for a national strike

in the United States, (b) the climate for the geographic area of the Leased Premises, (c) the occurrence of any manpower or material shortages or (d) any delay, default or failure (direct or indirect) in obtaining materials, or any contractor, subcontractor or worker performing any work on the Improvements or any other delay, default or failure (financial or otherwise) of a contractor, subcontractor, vendor or supplier. Neither party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own acts, omissions or negligence or to removable or remediable causes that it fails to remove or remedy with reasonable dispatch.

Section 15.02. Burden of Proof. In the event that the parties are unable in good faith to agree that a Force Majeure Event has occurred, such dispute shall be resolved in accordance with the procedures set forth in Section 16.14 and, in any proceeding to resolve the dispute, the burden of proof as to whether a Force Majeure Event has occurred shall be upon the party claiming a Force Majeure Event.

Section 15.03. Excused Performance. If either party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, except for the obligation to pay money, that party will be excused from whatever performance is affected by the Force Majeure Event to the extent so affected; provided that:

- (i) The nonperforming party gives the other party prompt notice describing the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of such party's obligations hereunder, and continues to furnish timely regular reports with respect thereto during the continuation of the Force Majeure Event;
- (ii) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (iii) The nonperforming party shall exercise all reasonable efforts to mitigate or limit damages to the other party;
- (iv) The nonperforming party shall exercise all reasonable efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance; and
- (v) When the nonperforming party is able to resume performance of its obligations under this Agreement, that party shall give the other party written notice to that effect and shall promptly resume performance hereunder.

Section 15.04. Termination for Force Majeure. Notwithstanding anything contained in this section to the contrary, if either party is rendered unable to perform its obligations hereunder, in whole or in substantial part, because of a Force Majeure Event lasting for a period of ninety (90) days in the aggregate, either party shall have the option of terminating this Lease, exercisable by giving thirty (30) days written notice to the other

terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 16.05. SUCCESSORS AND ASSIGNS. LESSOR and LESSEE shall bind themselves, their successors, executors, administrators and assigns to the other party to this Lease. Neither LESSOR nor LESSEE will assign, sublet, subcontract or transfer any interest in this Lease without the written consent of the other party. No assignment, delegation of duties or subcontract under this Lease will be effective without the written consent of LESSOR, such consent to be in the complete discretion of LESSOR.

Section 16.06. REMEDIES. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy by law of equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Lease may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Lease.

Section 16.07. INDEPENDENT CONTRACTOR. LESSEE covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of LESSOR and that LESSEE shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between LESSOR and LESSEE, their officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating a partnership between LESSOR and LESSEE.

Section 16.08. NON-WAIVER. It is further agreed that one (1) or more instances of forbearance by LESSOR in the exercise of its rights herein shall in no way constitute a waiver thereof.

Section 16.09. VENUE. The parties to this Lease agree and covenant that this Lease will be enforceable in Murphy, Texas; and that if legal action is necessary to enforce this Lease, exclusive venue will lie only in Collin County, Texas.

Section 16.10. LESSOR'S GOVERNMENTAL POWERS AND IMMUNITIES. It is understood and agreed that LESSOR, through the execution of this Lease, does not waive or surrender any of its governmental powers or immunities.

Section 16.11. HEADINGS. The headings of this Lease are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 16.12. ATTORNEY'S FEES. In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Lease as a consequence of any breach by the other party of its obligations under this Lease, the prevailing party in such action or proceeding shall be

entitled to have its reasonable attorney's fees and out-of-pocket expenditures paid by the losing party. All such fees shall be deemed to have accrued upon the commencement of such action.

Section 16.13. DISPUTE RESOLUTION. If any claim, dispute or controversy arises with regard to the interpretation and/or performance of this Lease or any of its provisions, the parties agree to attend non-binding mediation before seeking judicial intervention. It shall be the obligation and responsibility of all parties to equally share the cost for such mediation. The mediator shall be mutually agreed to by the parties, and if agreement cannot be reached, the mediator shall be chosen by the county judge of Collin County, Texas. The parties to this Agreement expressly agree that the dispute resolution provisions specified herein shall be a condition precedent before filing of any suit. If any party initiates any legal action or proceeding to enforce or interpret any of the terms or provisions of this Agreement without first following the express provisions of this Section, that party expressly waives its right to recover attorney's fees and costs against the other party.

Section 16.14. AMENDMENTS IN WRITING. This Lease cannot be orally amended or modified. Any modification or amendment hereof must be in writing and signed by the parties.

Section 16.15. MUTUAL ASSISTANCE; GOOD FAITH. During the term of this Lease, to the extent practicable, the parties agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this Lease. In this connection, the parties shall, from time to time, meet upon the reasonable request of each other and shall confer in good faith, amicably and in a businesslike manner, with respect to the current and future operation of the Leased Premises and Improvements and with a view toward resolving any problems which may arise. Except as otherwise provided herein or by law, a party shall not unreasonably withhold its approval of any act or request of the other as to which its approval is necessary or desirable.

Section 16.16 VOLUNTARY LIENS AGAINST LEASED PROPERTY.

(a) LESSEE shall at all times and from time to time have the right to encumber by mortgage, deed of trust or security agreement (herein referred to as the "Mortgage") Lessee's leasehold estate in the leased property created by this Lease, to secure such loans from time to time made by a person, firm or corporation (herein called "Mortgagee") to LESSEE; provided, however, that (i) such Mortgage shall in no event encumber LESSOR'S fee title and interest in the Leased Premises and Improvements and (ii) such loan or loans shall mature no later than thirty (30) years after the Effective Date of this Agreement of this Lease. Mortgagee shall provide the LESSOR with a copy of any Mortgage loan documentation, including, without limitation, any promissory note or security agreement containing the terms of the loan, i.e, payment schedule, maturity date, etc., on any loan(s) encumbering the leasehold estate. Mortgagee shall also provide LESSOR with any notice of default by the LESSEE under the terms of any such Mortgage of LESSEE'S leasehold estate and shall not amend the terms of any such Mortgage, including the extension of the maturity date of the loan(s) without the prior written consent of LESSOR.

(b) LESSOR shall serve notice of any default by Lessee hereunder upon the Mortgagee provided the Mortgagee shall notify Lessor in writing of the existence of the Mortgage encumbering Lessee's interest hereunder and the address to which notices should be delivered, and no notice of default shall be deemed effective against Mortgagee who has notified LESSOR of the existence of its encumbrance until it is so served. The Mortgagee shall have the right to correct or cure any such default within the same period of time after receipt of such notice as is given to LESSEE under this Lease to correct or cure defaults. Lessor will accept performance by the Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee, if, at the time of such performance, Lessor shall be furnished with evidence of ability to perform under the Lease and evidence reasonably satisfactory to Lessor of the interest in this Lease claimed by the person tendering such performance. Subject to the LESSOR'S rights under paragraph (e) below, if this Lease should terminate by reason of the happening of any event of default, or by reason of a disaffirmance of this Lease by a receiver, liquidator or trustee for the property of Lessee, or by any department of the City, state or federal government which had taken possession of the business or property of Lessee by reason of the insolvency or alleged insolvency of Lessee and if, at the time of such termination, the Mortgage constitutes a first lien upon the leasehold estate of Lessee, LESSOR shall give notice thereof to the Mortgagee and upon request of the Mortgagee made within sixty (60) days after the giving of notice by LESSOR to the Mortgagee, and, upon payment to LESSOR of all Rent and all other monies due and payable by LESSEE hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by LESSEE to LESSOR to the date of execution and delivery of the new lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of LESSEE from the Leased Premises, and the curing of all defaults hereunder, and the performance of all of the covenants and provisions hereunder up to the date of the execution and delivery of the new lease hereinafter mentioned, giving credit, however, for any net income actually collected by LESSOR from the Leased Premises, other than payments made by LESSEE hereunder, LESSOR shall enter into a new lease of the Leased Premises with the Mortgagee for the remainder of the Initial Term, or any extension thereof, at the same Rent and on the same terms and conditions as contained in this Lease and dated as of the date of termination of this Lease. The estate of the Mortgagee, as Lessee under the new lease, shall have priority equal to the estate of LESSEE hereunder (that is, there shall be no charge, lien or burden upon the Leased Premises prior to or superior to the estate granted by such new lease which was not prior to or superior to the estate of LESSEE under this Lease as of the date immediately preceding the date this Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by LESSEE under the terms of this Lease). Nothing herein contained shall be deemed to impose any obligation upon LESSOR to deliver physical possession of the Leased Premises to the Mortgagee. The Mortgagee shall pay all expenses, including reasonable attorneys' fees, incident to the execution and delivery of such new lease.

(c) The Mortgagee or any purchaser in foreclosure proceedings, including any corporation formed by the Mortgagee or the holder of the note or other obligations secured by the Mortgage, may become the holder of this Lease, including any rights thereunder to the Improvements, by foreclosure of the Mortgage or as a result of the assignment or conveyance in lieu of foreclosure, but subject to the terms, conditions and obligations of this Lease and Mortgagees interests herein shall never be greater than that of the LESSEE herein. Title to the Leased Premises and Improvements shall at all times remain in the LESSOR.

(d) LESSEE shall, promptly upon receipt of any notice of default under or acceleration of the maturity of the Mortgage, deliver a true copy thereof to LESSOR.

(e) Notwithstanding Mortgagee's rights under this section, in the event of termination of this Lease by LESSOR, Mortgagee and LESSEE shall give LESSOR the right of first refusal to either pay off the remaining balance of the Mortgage and/or assume payment of the Mortgage under the terms of the Mortgage and operate the Improvements for the remaining term of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year written above.

**PLANO SPORTS AUTHORITY,
INC., a Texas nonprofit corporation**

Date: _____

BY: _____
(Signature)

(Print Name)

(Title)

**THE CITY OF MURPHY, a Texas
home-rule municipal corporation**

Date: _____

BY: _____
James Fisher
CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2012 by _____, of **PLANO SPORTS AUTHORITY, INC.**, a Texas nonprofit corporation, on behalf of such corporation.

Notary Public, State of Texas

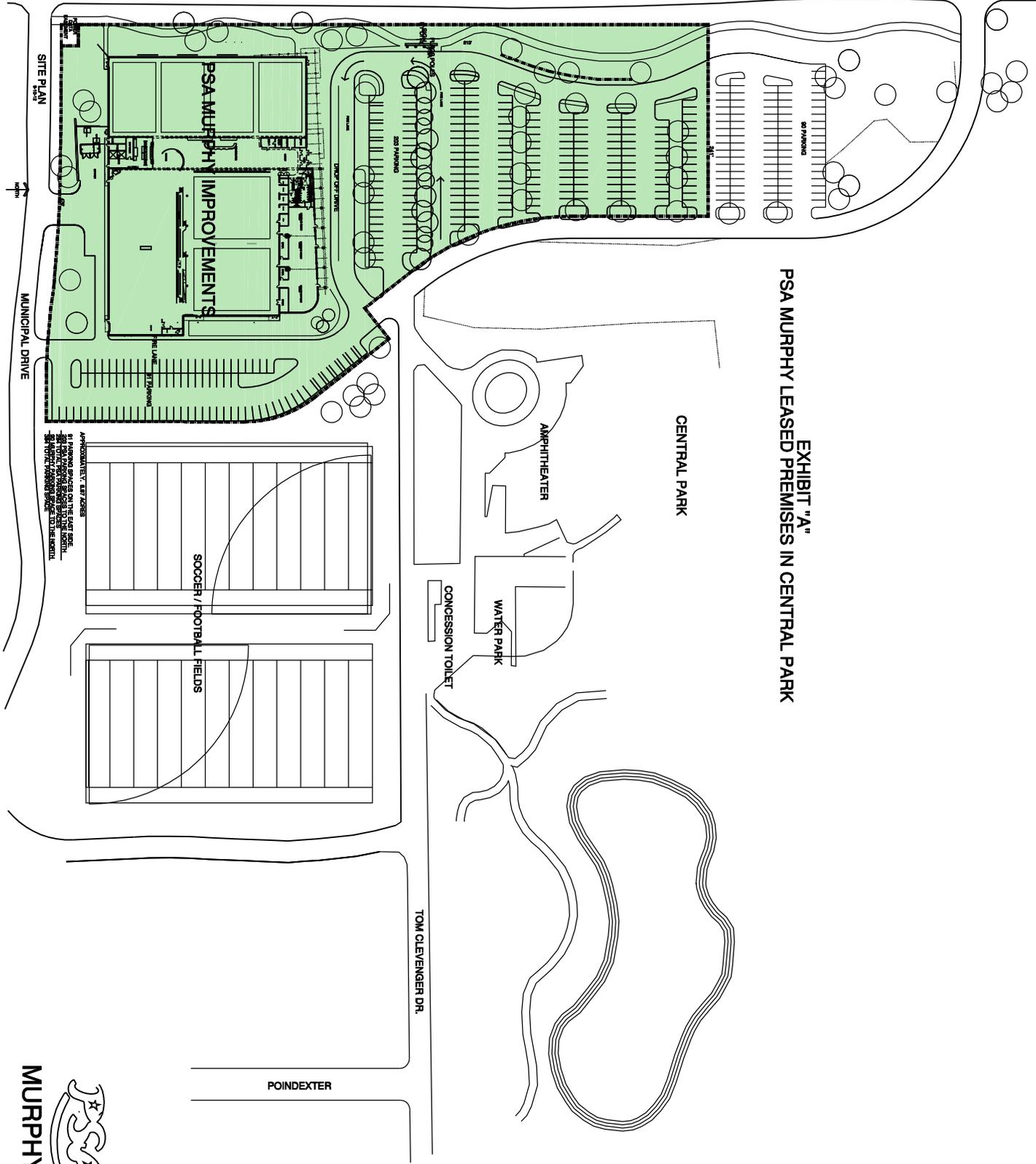
THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2012 by James Fisher, City Manager of the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

Exhibit A

EXHIBIT "A"
PSA MURPHY LEASED PREMISES IN CENTRAL PARK



SITE PLAN

MUNICIPAL DRIVE

APPROXIMATELY 100' ZONES
SHOULD BE MAINTAINED ON THE EAST SIDE
OF THE PARKING SPACES TO PROVIDE
SUFFICIENT VISIBILITY TO THE
ADJACENT PLAYERS AND SPECTATORS.

SOCGER / FOOTBALL FIELDS

TOM CLEVENGER DR.

POINDEXTER

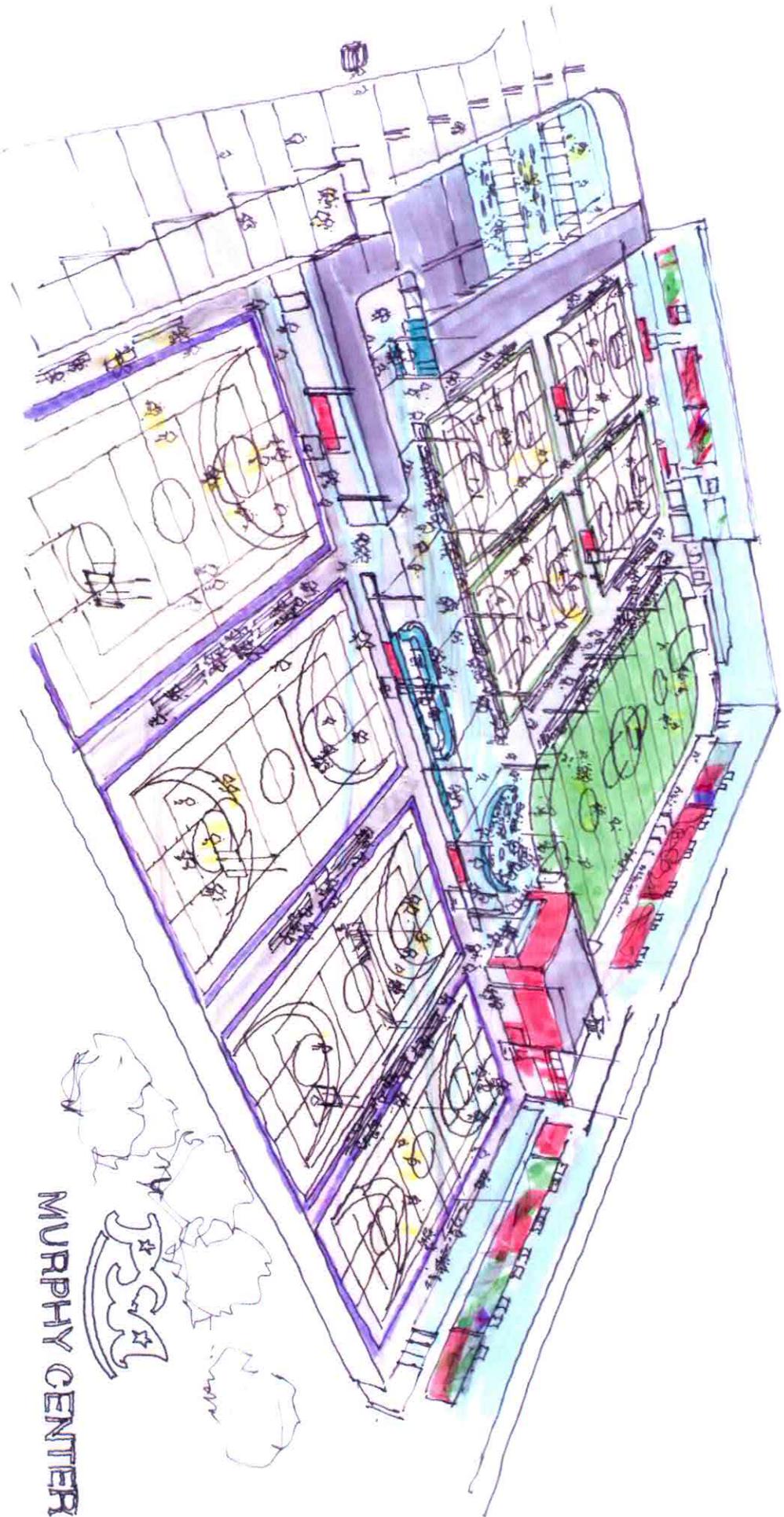


Exhibit B

Proposed PSA Murphy Center Rendering The Front (Green West Wall)

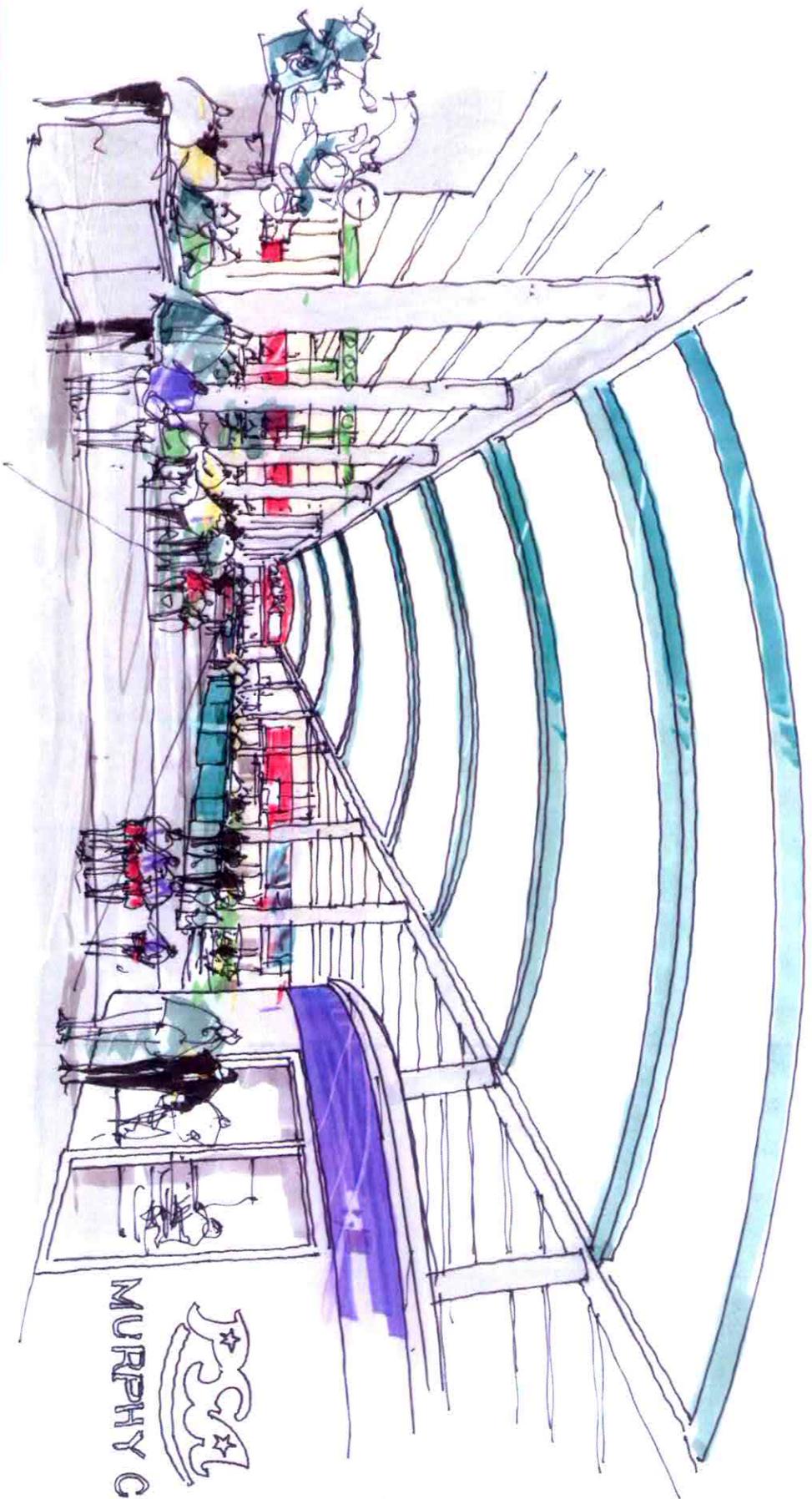


With The Top Off




MURPHY CENTER

At The Entrance

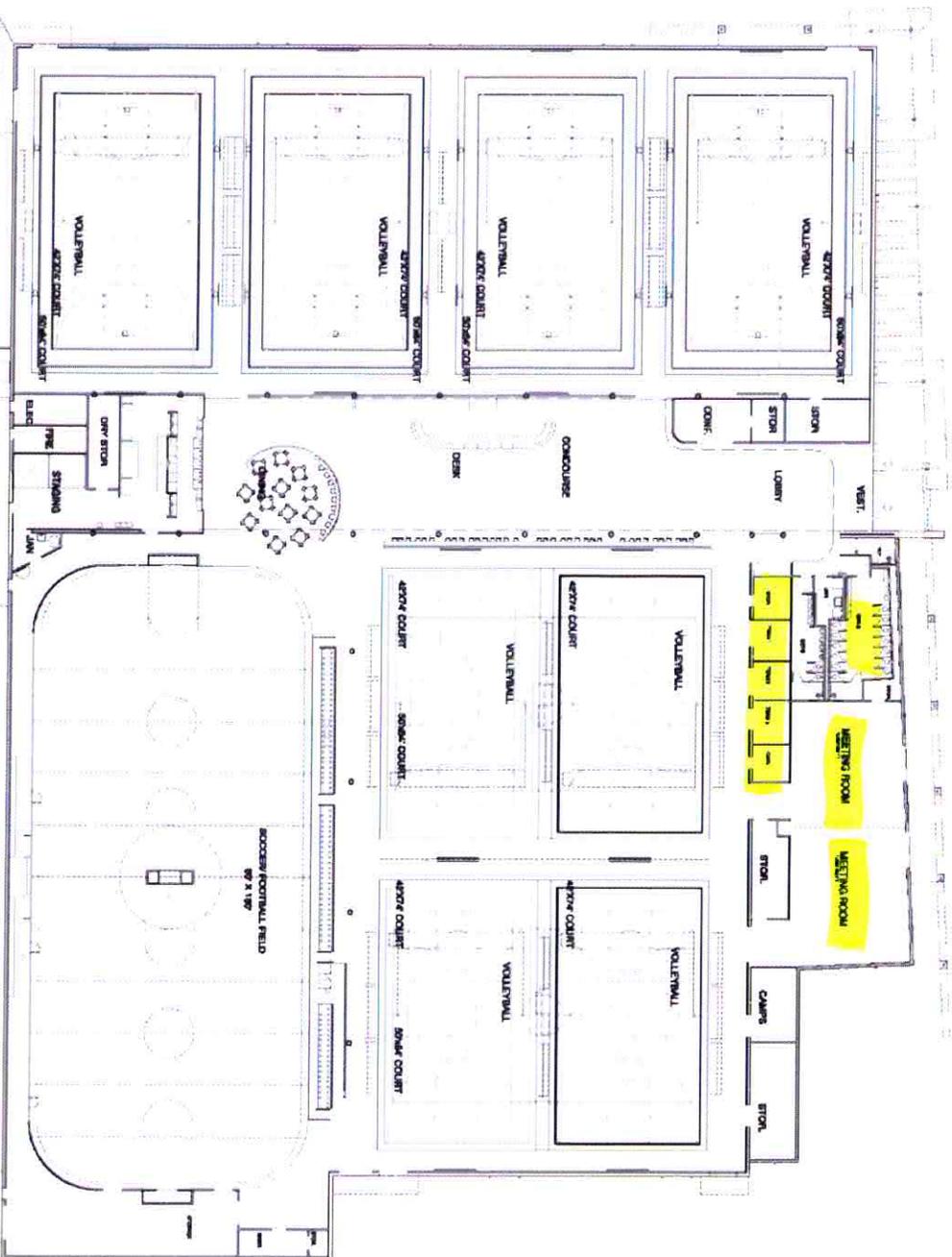



MURPHY CENTER

Proposed PSA Murphy Center Building Lay-out

DROP OFF DRIVE

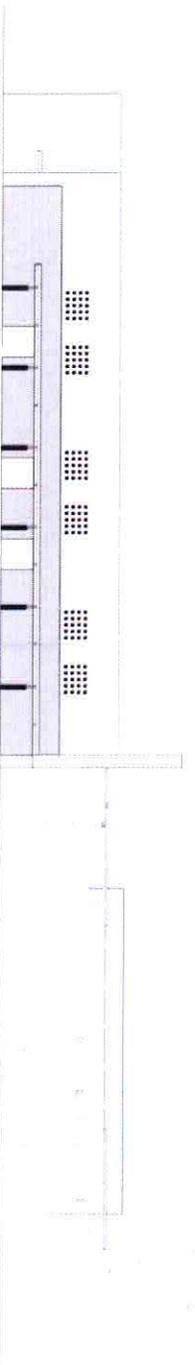
PSA MURPHY
FLOOR PLAN
03.18.00, FT.
03.17.12



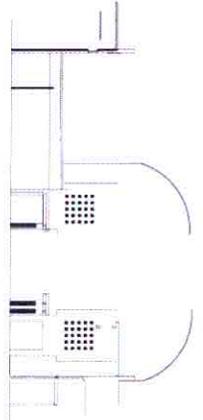
LOFT PLAN



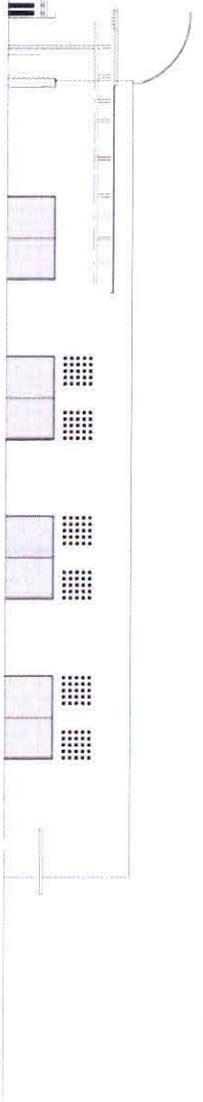
MURPHY CENTER



NORTH ELEVATION



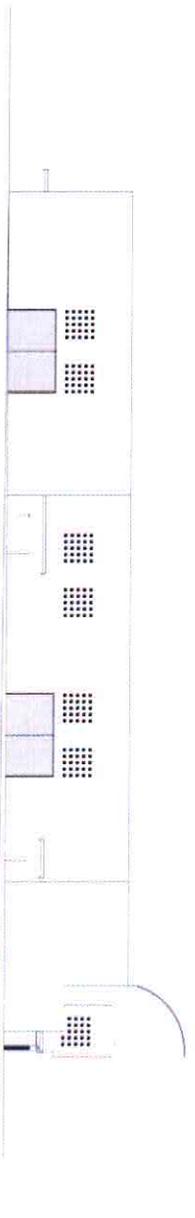
EAST WEST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

Exhibit C
Budget (to be supplemented)

Exhibit D

EXHIBIT "D"
PSA MURPHY LEASED PREMISES IN CENTRAL PARK
NORTH PARKING LOT AND DROP OFF DRIVE

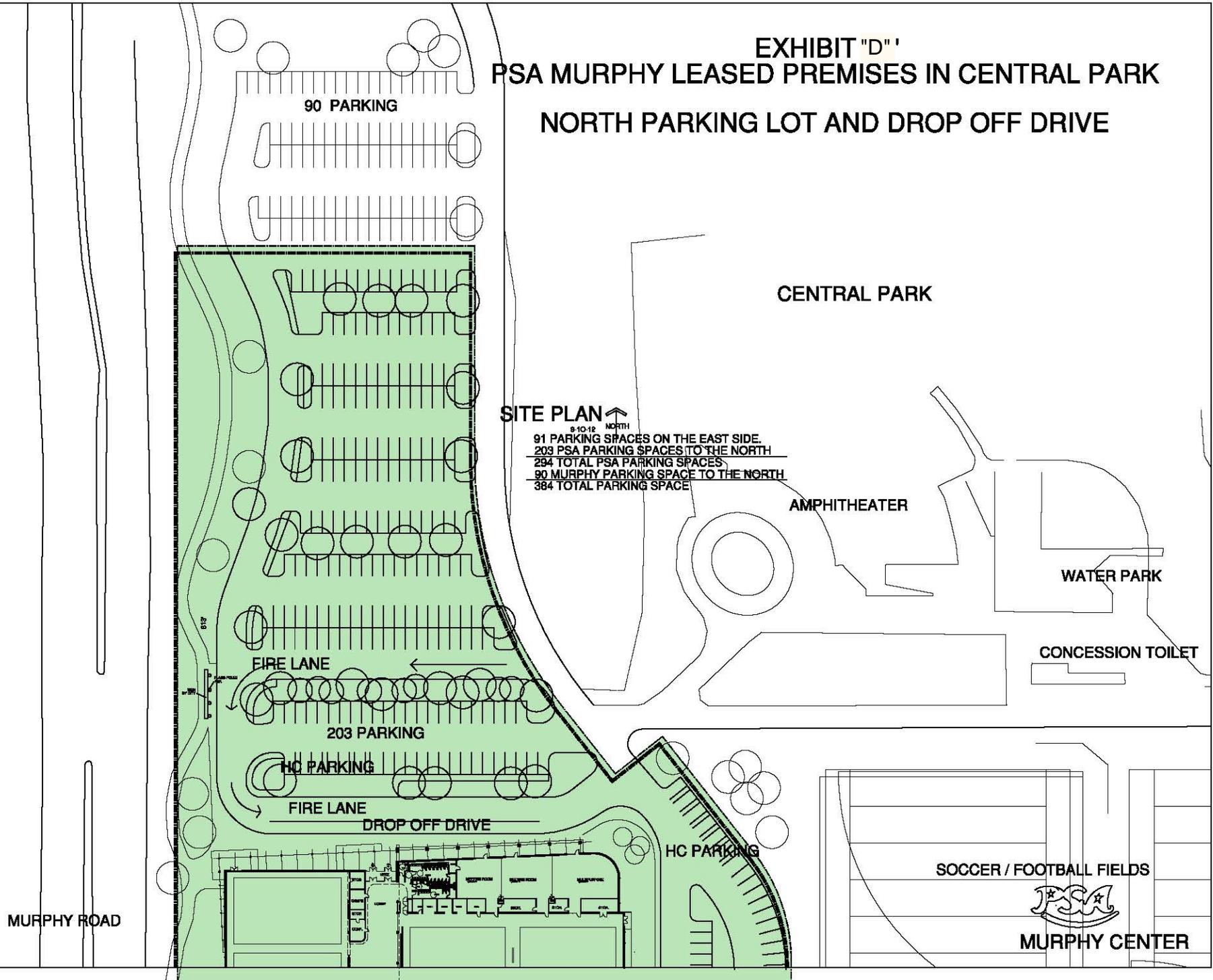


Exhibit E

EXHIBIT "E"

PSA MURPHY LEASED PREMISES IN CENTRAL PARK
EAST PARKING LOT

SOCCER / FOOTBALL FIELDS

SITE PLAN
9-1-12 NORTH

91 PARKING SPACES ON THE EAST SIDE.
203 PSA PARKING SPACES TO THE NORTH
294 TOTAL PSA PARKING SPACES
90 MURPHY PARKING SPACE TO THE NORTH
384 TOTAL PARKING SPACE

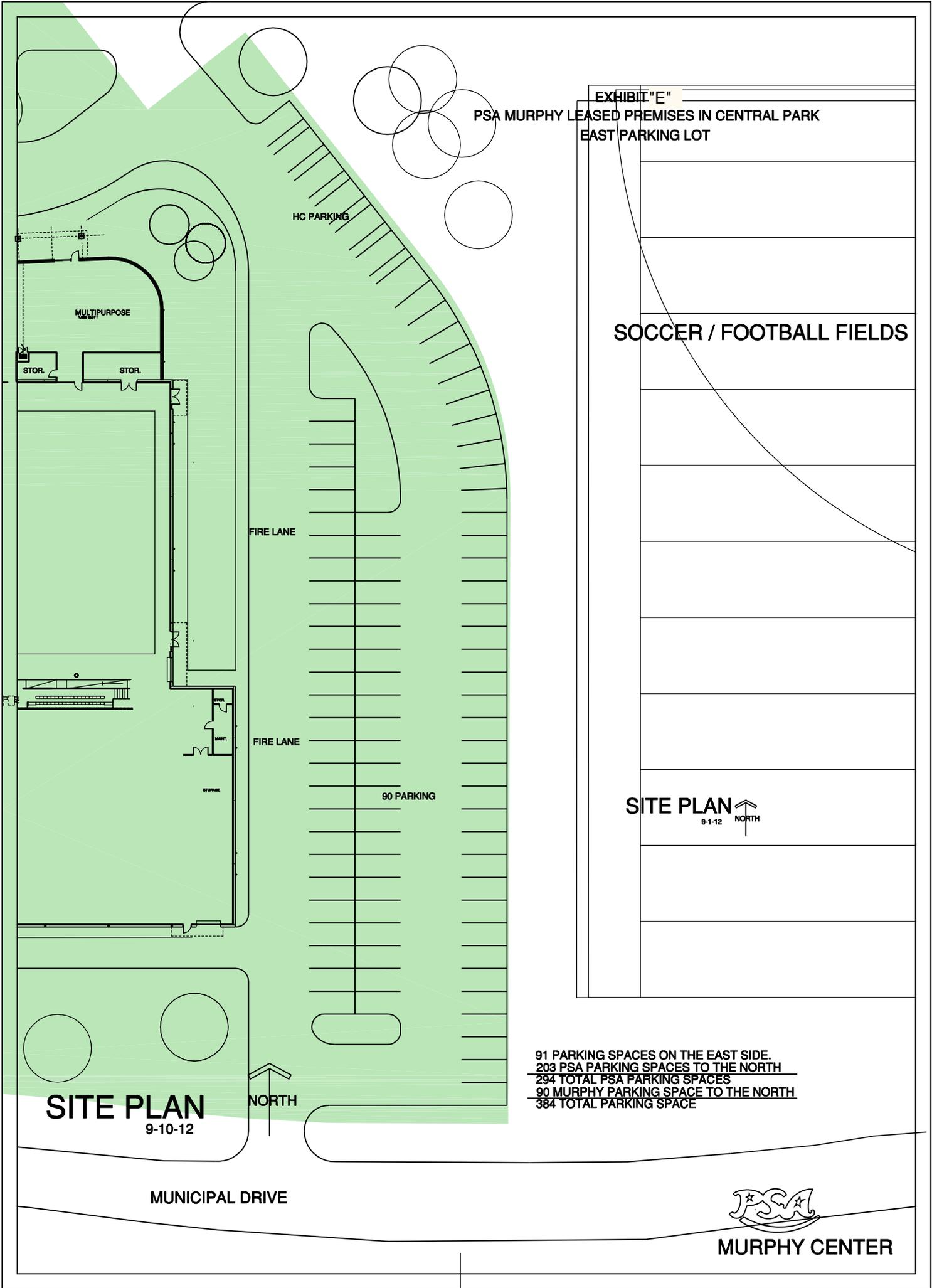
SITE PLAN
9-10-12

NORTH

MUNICIPAL DRIVE



MURPHY CENTER



Issue

Consider and/or act upon the proposed infrastructure improvements for Central Park and PSA (Plano Sports Authority).

Staff Resource/Department

Kim Lenoir, Director of Parks and Public Works
James Fisher, City Manager
Linda Truitt, Finance Director
Dennis Simms, Dunkin Sims Stoffels (DSS)

Key Focus Area

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

Background

The Murphy Central Park master plan was approved by City Council June 13, 2011. On August 16, 2011, City Council authorized Dunkin Sims Stoffels (DSS), Park Planners, to proceed with construction documents for the Murphy Central Park and Maxwell Creek Trail project. On August 7, 2012, the City Council awarded the construction bid to Dean Construction. Contracts have been signed. The pre-construction meeting was held August 30, 2012. The Notice to Proceed was issued for September 4, 2012.

The Plano Sports Authority (PSA) approached the City about two months ago with a proposal to build a \$9M facility in Murphy, primarily for youth sports. Staff and PSA have worked together to review all sites owned by the City and some sites not owned by the City, but that the City may acquire. On August 21, 2012, the City Council and Parks and Recreation Board reviewed the PSA Proposal. On August 30 2012, the Parks and Recreation Board held a public meeting to solicit public input and to make a recommendation to City Council. Four recommendations were then made to City Council. On September 10, 2012, City Council approved the following recommendations: proceed with the PSA Murphy project, find a location for an additional practice field, keep the area east of the pond in Central Park undeveloped, and Tom Clevenger Road route not to be straightened. On September 10, 2012, the Parks and Recreation Board held a second public review to discuss the proposed PSA Murphy facility.

Staff has been working with PSA, engineers, architects, and contractors to estimate revisions needed to the Murphy Central Park project to incorporate the new PSA Murphy facility, parking, fire lanes, and access roads. A meeting was held September 13, 2012 to discuss the development costs and budget estimates. Once design changes are complete and project changes are bid or included in the current contract with Dean Construction, final cost will be determined for consideration.

If the PSA lease agreement is approved October 2, 2012, PSA has 60 days to submit their final construction estimates and budget. The engineers need authorization to redesign the park to include the building and parking. Once design is complete, final cost can be determined. Currently, preliminary grading plans, storm sewer plans, sewer plans, road construction plans, and parking plans have were used for the estimated budget.

Financial Consideration

City Cost Estimates

Access Road	\$ 123,093	1
Landscaping/Irrigation	275,000	1
Sewer*	298,000	1
Lights**	138,180	1
North Parking Lot (82 spaces)	156,865	1
Shade Trees	87,750	2
City Hall Parking Lot (131 spaces)	468,638	3
Total City Cost Estimates	<u><u>\$ 1,547,526</u></u>	

Professional Fees Estimate	<u><u>\$ 196,618</u></u>	4
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PSA Cost Estimates

Parking Lot (384 spaces)	\$ 503,616	
PSA Building	137,220	
Total PSA Cost Estimates	<u><u>\$ 640,836</u></u>	5

Total Costs	\$ 2,384,980	
-------------	--------------	--

1 - \$991,138 to be constructed in FY 2013

2 - \$87,750 for trees will be donated and/or be a fundraising opportunity

3 - \$468,638 for City Hall parking lot to be constructed in FY 2014 or 2015

4 - \$196,618 includes DSS design fees, BHC engineering fees and reimbursables - PSA will pay a percentage

5- \$640,836 PSA portion of the project

*Sewer cost estimate may decrease if second storm sewer can be avoided

**Lights cost estimate may decrease if less expensive light poles are selected

Attachments

- 1) City of Murphy and PSA Preliminary Cost Estimates Meeting Notes

City of Murphy and PSA Preliminary Cost Estimates Meeting

September 13, 2012

8:00 am

Attendees:

Kim Lenoir, Director of Parks and Public Works

Kim McCranie, Exec. Admin. Asst.

Linda Truitt, Finance Director

Steven Ventura, Asst. Finance Director

Dennis Sims, Dunkin Sims Stoffels Inc.

Molly Walters, Dunkin Sims Stoffels Inc.

Rheannon Boe, Exec. Asst. to City Manager

Don Blackwood, PSA General Manager

Bill Wadley, PSA Chairman

Notes:

Kim Lenoir, Kim McCranie, Linda Truitt, Stephen Ventura, Molly Walters, Dennis Sims and Rheannon Boe met at 8:00am on September 13, 2012 to review the proposed improvement costs to get a clear understanding of what are true Central Park costs and what are true PSA costs. Initial discussion had Dennis reviewing the Site Plan for the proposed PSA Murphy facility and Central Park. He explained the site grading and earthwork that would be necessary as well as additional storm sewers that would be needed.

The earthwork and site grading for the new parking lot will result in additional costs of approximately \$196,618 to the City and PSA in professional fees and reimbursables (percentage to be determined at a later date). These fees include the engineer and DSS.

Because all water is expected to flow into the pond in Central Park to be used for irrigation throughout the park, it would be necessary to either A) invest in a larger storm sewer in the current location running to the pond or B) add a second storm sewer on the east end of the parking lot that would run to the pond. The amount of \$298,000 provided for storm sewers, etc. is currently an estimate, but it can be reduced if the second storm sewer can be avoided.

There was discussion about the light pole/standards. The amount of \$138,180 currently shown could decrease and there could be additional savings for the City if less expensive fixtures are selected. The ones currently around City Hall are very expensive and come from Canada.

At 9:00am, Don Blackwood and Bill Wadley from PSA joined the meeting.

It was determined that the \$40,000 expense for PSA site grading for their building was not factored into the original PSA Building cost estimate. This cost was added with no issues from PSA members. The parking lot expense includes grading, earthwork, etc., and it was decided that PSA would establish their own contact for concrete, most likely with Dean Construction. Both the City and PSA expect a price savings for the increased amount of concrete going into the projects.

Dean Construction is limited to \$1million of additional work with the current city contract. Therefore work over \$1m will need a separate contract or bid with another contractor.

It was also discovered that an amount for the storm sewer for the City Hall parking lot was not included in the estimate. An amount of \$101,000 was added to the City Hall Parking Lot Total amount. After speaking with PSA about parking for their facility, it was noted that the City Hall parking lot could be pushed back 3 years to 2015. PSA will be at full capacity in approximately 5 years, and this would allow the parking lot to be built before this time. If this were to occur, questions arose about future storm sewers. Would they run through Central Park to the pond or would they run west?

Don suggested that the proposed shade trees could be covered through a fundraiser, and when the time comes, he will work with the City to organize. Kim also suggested that the City plans to have donations with plaques to help reduce or eliminate this cost.

Issue

Consider and/or take action, if any, upon the Murphy Animal Shelter Concept Design Description by Quorum.

Staff Resource/Department

James Fisher, City Manager

Key Focus Area

Public Safety: Ensure all public buildings are safe and efficient.

Public Safety: Understand the level of public safety service expected by the community and related impact on resources required for service delivery.

Infrastructure: Ensure the investment in infrastructure is adequate for current and future use.

Summary

In 2000, Public Works constructed the Animal Shelter which is a one story, brick building. The building is approximately 800-1000 square feet and cost approximately \$25,000.00 to construct. The shelter consists of a small office/bathing area, a cat room with 8 cages, storage/drug room, and dog run area with 4 dog runs. The dog run area also contains the freezer, washer/dryer, and storage for additional food and supplies.

The Animal Control program started in October of 2001, when ACO Sandra Potter was hired and was under the direction of the Public Works Director. Ms. Potter was employed with the City until April of 2004. At that time, the program consisted of one animal control officer, one animal truck used for transporting animals that were located, and the shelter. The animal control officer was responsible for answering all animal related calls for service, starting and maintaining the city animal registration program, and maintaining the shelter and health of the animals in her care.

With the hiring of a new Animal Control Officer, Mike Garcia, in May 2004, the Police Department assumed control of the Animal Control Unit. In March of 2006, Officer Garcia left the city and ACO Sandra Potter was re-hired until she left the city in March of 2009. During her employment the second time, Ms. Potter did maintain the city registration with the implementation of Shelter Pro. Shelter Pro is a computerized program that allows the Animal Control Unit to better track all the handling of animals, keep registrations current by having the ability to send monthly registration renewal notices, all kennel cards of animals that are located running at large, and produce their own incident reports.

During this time, the unit was transferred to several different supervisors. In 2008, Kim Parker took over the unit and received all the training to become an Animal Control Officer.

August of 2009 marked a dramatic improvement for the unit when Tammy Drake was hired. Ms. Drake came to the city with 10 years of experience from another city. The program was reviewed and overhauled. The shelter received its DEA license, which allows those certified in euthanasia to administer the medications, which eliminated the cost of having to take animals to a veterinarian and having to utilize another agency for euthanasia services. Ms. Drake completely reorganized the shelter to accommodate the new drug room and also store the additional supplies she needed to effectively run the shelter.

In addition to the previous mentioned services, in April of 2009, Animal Control entered into an Interlocal Agreement with the City of Parker to provide limited animal services for their city.

At the time the shelter was constructed, it had central heat and air. Overtime, many repairs were needed on the AC unit. In 2011, the unit finally gave out and 2 window units with heat and air capabilities were installed. There is currently no restroom or internet service in the building which means the AC Officer has to have an office at the Police Department and does not allow her to be at the Shelter full-time.

The current configuration of the Shelter will allow for up 8 dogs to be held or 7 dogs if one is in quarantine or isolation, and up to 8 cats or more if the cat has a litter and can be housed together.

Financial Consideration

The City Council has allocated \$500,000 in the FY2013 Annual Budget for the design and construction of a facility.

Board Discussion/Action

The Animal Shelter Advisory Committee met on July 19, 2012 to discuss the report by Quorum. The Committee moved to forward the proposal as presented to the City Manager.

Action Requested

Schedule a work session to discuss the Quorum Report with the ASAC.

City Manager Comments

The City has been looking at this item for several years and the City Council authorized a study to develop a recommendation. The City's current Animal Shelter has served its useful life and it is time to build a new one. The greatest challenge is building a shelter that meets current needs, is easily expandable for future growth and is fiscally responsible. The Quorum Report offers several recommendations for a new facility that all exceed the budgeted amount.

I believe some initial cost savings can be had by locating near the existing facility and reducing the architectural elements on the proposed facility.

Attachments

- 1) Quorum Report
- 2) July 19, 2012 ASAC Minutes

quorum

Design. Spaces. People.



Murphy Animal Shelter Concept Design Description

June 06, 2012

QAI# 11022

Murphy Animal Shelter

Concept Design Description

June 06, 2012

QAI# 11022

Based on our experience on sixteen (16) municipal animal shelter evaluations and/or designs, Quorum Architects Inc. was retained by the City of Murphy, to develop conceptual needs, designs, and budgets for a new animal shelter facility to meet the needs for the animals, employees and visitors. After meeting with staff, Quorum developed a conceptual design that addresses those needs, as well as HSUS Guidelines, municipal building and state accessibility codes, along with local animal shelter and adoption center standards. The conceptual design presented herein is approx 2,370 s.f. The City requested that Quorum evaluate the possibility of locating the facility within the Municipal Complex, on the south side of the Police Department. Being located across from the future Murphy Central Park will increase the visibility of the facility, which in turn will likely increase adoption rates.

Facility Types and Cost

As the City of Murphy evaluates and considers development of a new animal shelter & adoption center, a few important issues should be factored into consideration.

- What type of facility does the City want to provide for the citizens and staff?
- How will it fit into the character of the existing Municipal Complex?
- How will it compare to other recently constructed facilities in the Metroplex?
- Will it meet state standards and Humane Society recommendations for housing animals?
- What is the estimated cost of the various types of facilities?
- Is it a short term expense or a long term investment? (life cycle costing)

Assuming the City of Murphy desires to follow the lead of most recently constructed facilities and focus the role of animal services on increasing adoptions, educating prospective new owners as well as the general public, decreasing euthanasia, and providing a controlled environment for the animal and the public that contributes to healthier animals, the City will need to provide a facility significantly different than the current facility. Not only are there different needs, criteria, and

services from when the original facility was designed, but there are also new state requirements, and published guidelines from the Humane Society of the United States (HSUS). These aid in having a facility that meets current codes/guidelines. These will also allow the facility to more be efficiently operated by staff, as well as be a more inviting place for visitors to want to come and enjoy the adopting/reclaim process.

Animal Count Projections:

The construction of a modern animal shelter is critical to successfully meet the challenges that staff currently faces and will increasingly face in the coming years. The combined annual intake for both dogs and cats are as follows:

Year 2006-2007 = 179 animals or 40.9% increase

Year 2007-2008 = 219 animals or 22.3% increase

Year 2008-2009 = 188 animals or 14.2% decrease

Year 2009-2010 = 292 animals or 55.3% increase

Year 2010-2011 = 320 animals or 9.6% increase.

The animal population has averaged an annual increase of 23 percent over the last five years and is projected to increase another 23 percent over the next five years. This will increase the impound rate to an approximate 1,106 animals by 2017. If the animals length of stay averaged eight (8) days, then twelve (12) dogs and twelve (12) cats would be the minimum count for which to design.

Murphy Animal Shelter Facility:

The conceptual design proposed for a new animal shelter (see exhibits) consists of an approximately 2,370 s.f. building that would be located adjacent to the Police Department screen wall. The public parking will be located off the city complex drive north of the building and could be part of the park development. Employee parking and waste disposal entrance will be located directly behind the facility to the west. The public will access the animal adoption facility by a sidewalk connecting the new public parking (by others) to the building entrance located on the north elevation (front of the building). The sidewalk will pass by an area that will allow for a future 'Get To Know' courtyard. This is an area they would be able see others interacting with potential adoptable dogs, as well as provide an exercise area for the dogs. The public will enter into the

Lobby and will be able to check-in at the Reception counter. This area will have excellent visibility of the public areas, including the adoptable cat display.

The facility will be able to house fifteen (15) cats. The cats will be divided into separate rooms that will consist of nine (9) adoptable casts located within public view, and six (6) quarantine / hold cats located in back of house. The adoptable cats will be located off the Lobby within the Cat Display room. They will be located behind glass to be separated from the public. This will aide in reducing disease transmission, as well as reduce their stress level. It also removes the possibility of the public being scratched or bitten by the cats which would result in the animal being moved to quarantine. If the cats are located within Quarantine, then the public will be escorted to view the cats since they are not located on the Lobby/Corridor side of the facility.

The proposed conceptual plan provides the ability to house a total of eleven (11) dogs. These will be separated into eight (8) adoptable, three (3) quarantine/isolation kennels. This facility has been designed to allow for future expansions as the need to house more dogs increases. This design will allow separation of the sick or injured dogs from the healthy dog. This should help control potential disease transmission. The adoptable kennels will have indoor/outdoor runs that will allow the dogs more room for exercise, as well as decreases the cleaning time for staff with the ability to move the dogs to the exterior space while cleaning the interior kennels. This concept plan allows for a fenced enclosed / covered outdoor runs. Most animal rooms are designed along the perimeter of the building to allow for natural daylighting that will benefit animals by allowing them to sense the change of time over the weekend when the facility may not be staffed. The animals health increases in a well lit environment.

A Work Room and a Lab area is proposed at the back of house conveniently located to access all animal spaces. The Work Room will act as a multi-use room. Some of its functions for this space will include: animal grooming, bowl cleaning and food prep. A lab has been located within the facility for necessary procedures. It will include a specimen sink, lockable storage, as well as a mobile lift table. Animal shelter facilities require sufficient amount of storage for bulk bags of food, linens and other donations and this will be provided in the large Storage Closet. In order to save space, we also proposed a mop sink within the Storage Closet. A separate laundry area has been designed into the back of house. The added millwork will have ample storage for donated linens. A check-in area has been located at the rear entry of the building. This space will allow animal control officers to log animal data upon arrival, as well as an area to weigh and photograph the incoming

animals. Just outside the check-in area will be a fenced enclosed Sallyport. This area will give the animal control officers the ability to safely move animals from their truck to the interior of the building. The Sallyport will be partially covered to offer added protections to the officers and animals. Just off the Sallyport, the employee parking and dumpster screen has been shielded from public the by a screen wall between the public parking and the public park.

The 2,370 s.f. facility proposed herein, should meet the current and short term projected needs, specifically with regards to animal capacity. Based on projections, using similar increase realized over the last five years, there may be a need for additional animal capacity in five to ten years. Therefore, the concept plan presented also shows possible expansion that could be added relatively easily and with minimal disturbance to existing operations. We recommend that the electrical panel be sized appropriately in Phase 1 to accommodate future expansion.

Due to the unique nature of this environment, daily rigorous cleaning processes and chemicals used, and obvious abuse it receives from some of the animals, it is recommended that the city invest in durable, easily maintained, long lasting materials and finishes. For the purpose of estimating budget numbers and associated cost, we have included such materials and have listed them below, along with other key features proposed for this facility. We have also included a possible concept sketch to communicate generally what the facility might look like, although this may change as the design evolves.

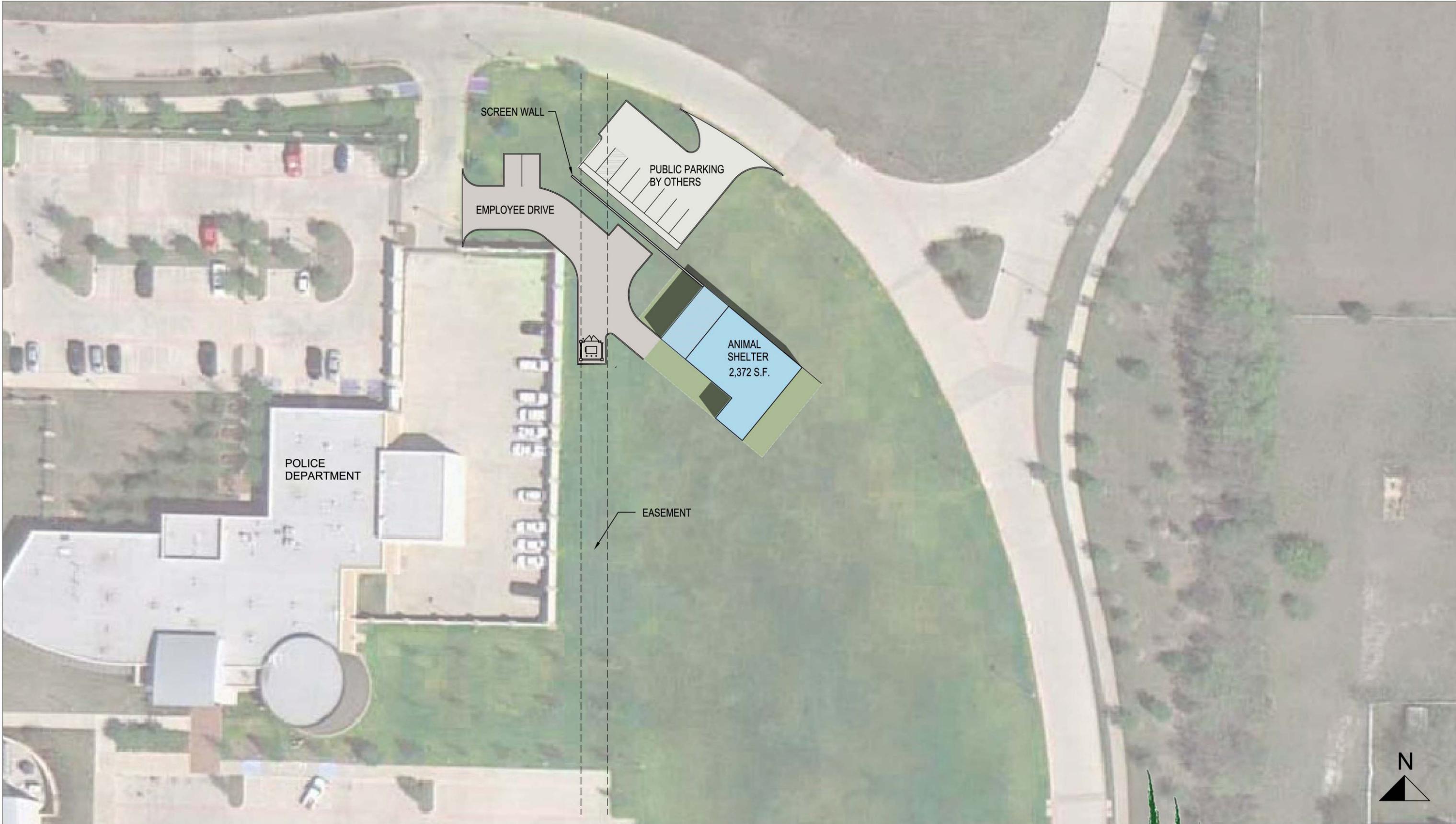
- City of Murphy - Zoning Ordinance 'Minimum Exterior Construction Standards, Building Material and Design, consistent with the architecture of the City Hall complex.
- Canopies & Awnings
- Outdoor Patio
- Architectural details (brick work integrated into the facade)
- Integrated planters or wing walls that incorporate landscape and/or sitting area.
- Accent materials (Minimum 15% of exterior facade)

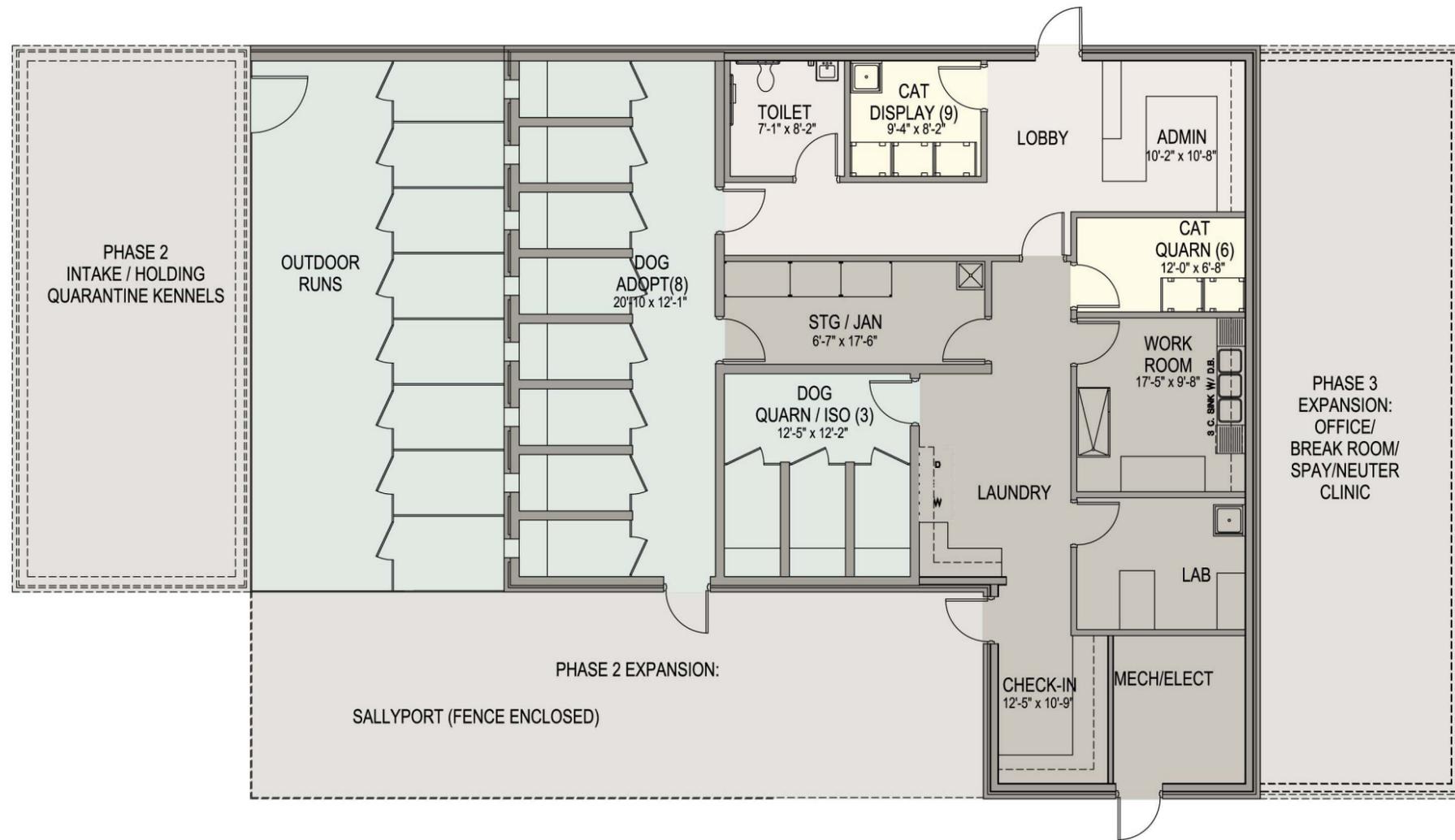


- Load bearing CMU walls w/ masonry veneer to be consistent with City Hall with parapet walls, concealed roof)
- Roof - Modified Bitumen Roof with accent standing seam roof (curved roof)
- Glazed CMU for reduced moisture issues.
- Flooring - Epoxy Floors - A two-coat epoxy floor is proposed and is durable. It should last 15-20 with normal cleaning process.
- Glazed CMU at Dog Room. Glazed surface reduces the overall maintenance of the block. It will last the life of the building. This is proposed in lieu of a painted or epoxy surface in the kennels which would need to be recoated every 3-5 years.
- Kennels - Heavy gauge stainless steel grill front gates, (not chainlink kennels like the current facility) with glazed CMU partitions to last the life of the building.
- Covered outdoor chainlink dog runs.
- Access Control - This will likely be included as an alternate bid item.
- Natural Daylighting System - Solatubes will be used at Kennels and Cat Rooms so that the animals will be able to sense change from day to night. It will provide a healthier environment for the animals and employees.
- HVAC system to meet HSUS requirements & industries standards with 10 to 12 air exchanges per hour.
- Acoustical Panels at dog kennels to help with noise control.
- Partially covered Fence Enclosed Sallyport. It will add security to the facility to help prevent animal from escaping from the animal control officer when transporting from the truck to inside the facility.
- High pressure kennel cleaning system.

Recommendation:

It is our recommendation that the City of Murphy follow the lead of many recently constructed facilities and focus on the role of animal services on increasing adoptions, educating prospective new owners and the general public, decreasing euthanasia, and provided a controlled environment for the animals and the public that contributes to healthier animals. The Animal Shelter Facility presented will meet these requirements. This facility both should meet the owner's need for current animal intake, as well as meet state and local code requirements and HSUS recommendations. Based on the construction cost of similar size and type facilities, we anticipate this 2,370 s.f. with 700 s.f. covered outdoor runs and canopies would cost between \$675,000 and \$750,000 if bid this year. Generally, the projects related soft cost are an additional 25%. This conceptual plan has allow for future growth. If the city is not prepared to begin this project soon, we suggest adding 5% inflation factor as construction prices are beginning to increase.





DOGS	
ADOPTABLE	8
QUARANTINE	3
TOTAL DOGS	11

CATS	
DISPLAY (ADOPT)	9
QUARANTINE	6
TOTAL CATS	15

TOTAL BUILDING S.F. : 2,370 SF

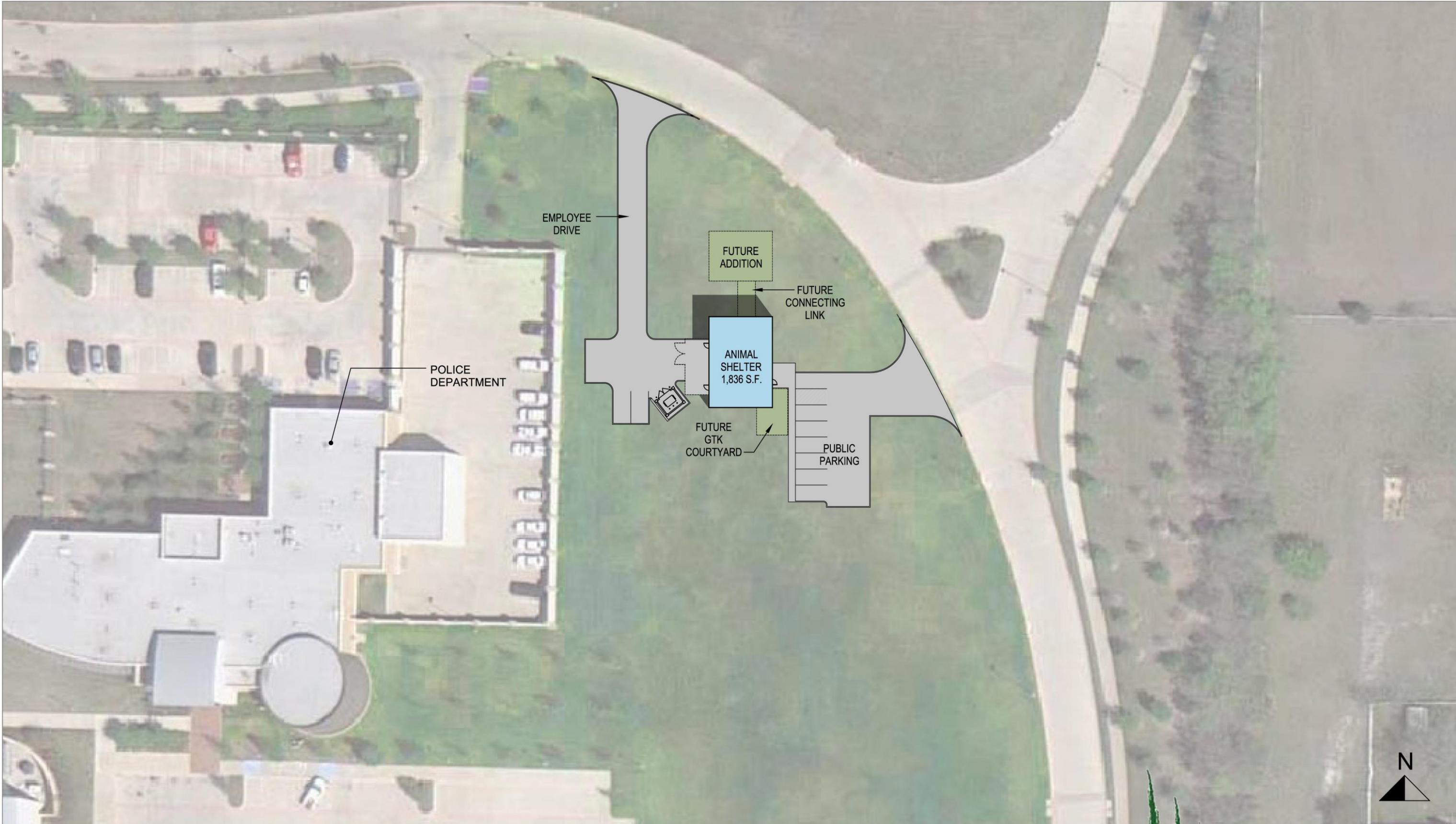


CITY OF MURPHY ANIMAL SHELTER
 6-6-12
 CONCEPTUAL FLOOR PLAN



CITY OF
MURPHY

Previously submitted
04-23-12
Conceptual Design
Site Plans and
Floor Plans



EMPLOYEE DRIVE

POLICE DEPARTMENT

FUTURE ADDITION

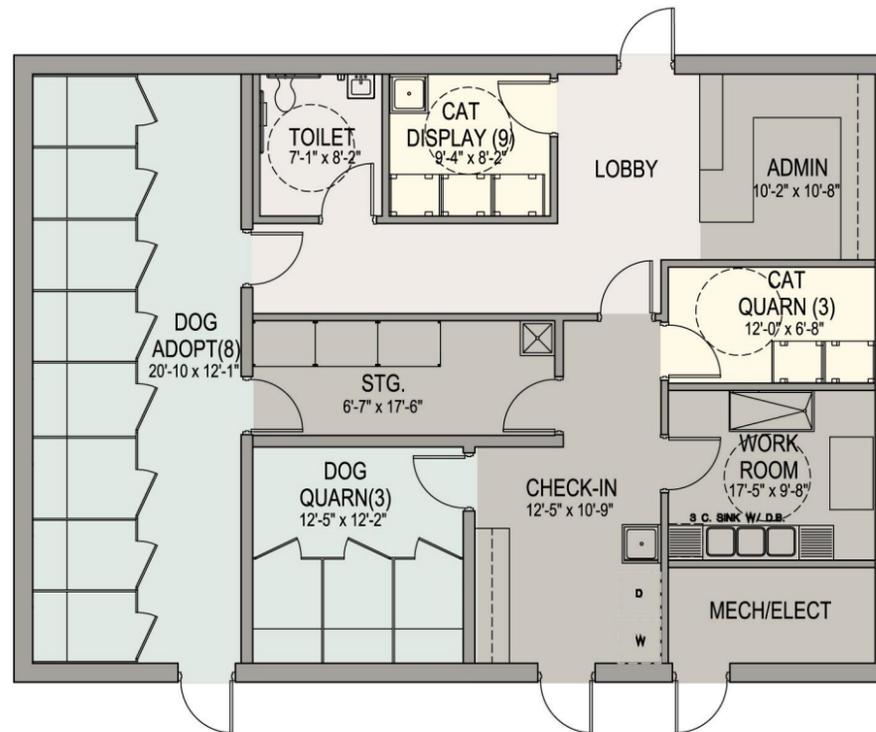
FUTURE CONNECTING LINK

ANIMAL SHELTER
1,836 S.F.

FUTURE GTK
COURTYARD

PUBLIC
PARKING





DOGS	
ADOPTABLE	8
QUARANTINE	3
TOTAL DOGS	11

CATS	
DISPLAY (ADOPT)	9
QUARANTINE	6
TOTAL CATS	15

TOTAL BUILDING S.F. : 1,800 S.F.



CITY OF MURPHY ANIMAL SHELTER
LEVEL 1
CONCEPTUAL FLOOR PLAN



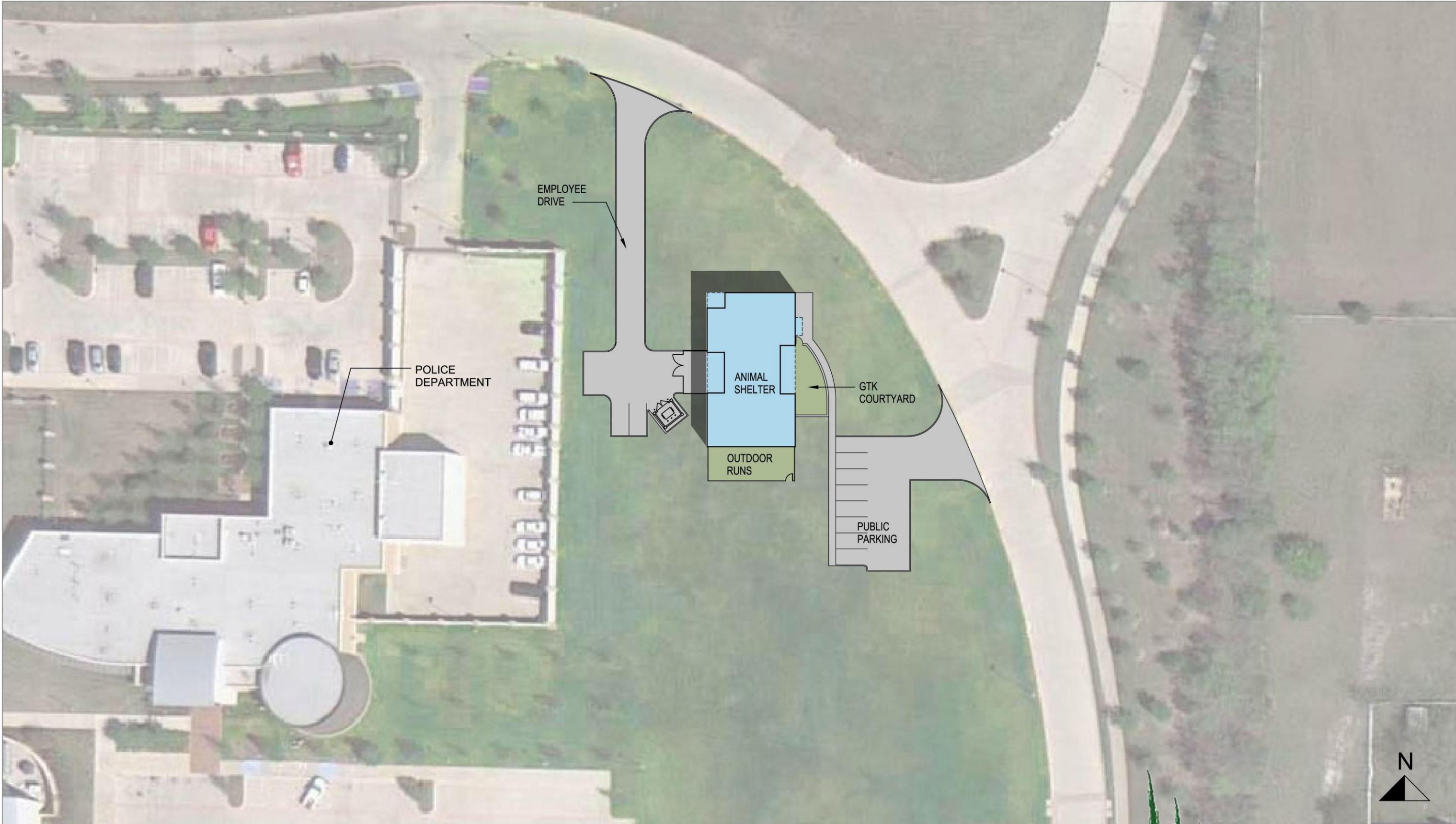
CITY OF
MURPHY

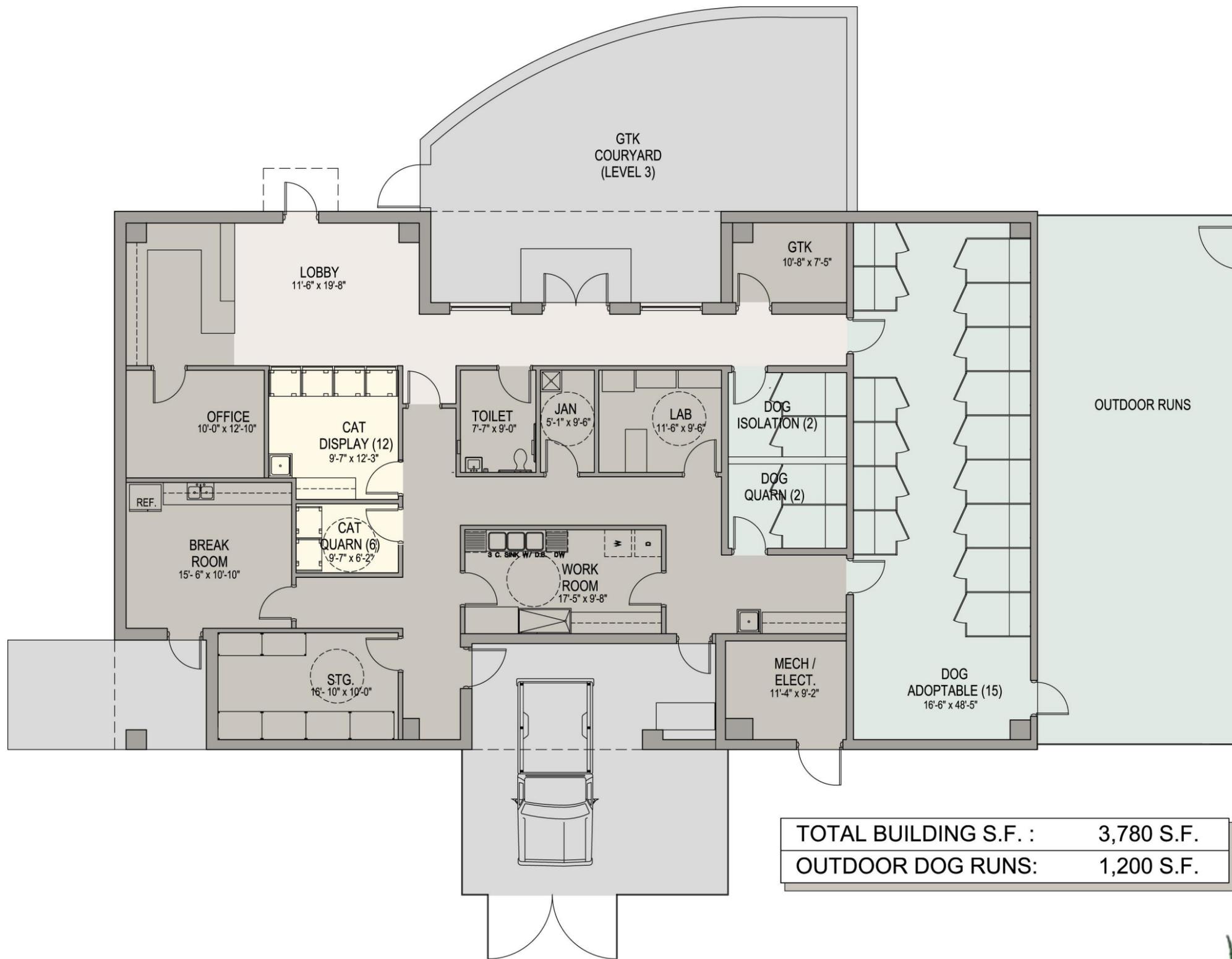
04-23-12

Level 1 Facility: Level 1 did not meet the owner's needs for quality of finishes / equipment. This facility did not allow for any future growth.

- Does not meet City of Murphy – Zoning Ordinance 'Minimum Exterior Construction Standards, Building Materials & Design'. The following are not included in Level 1:
 - Canopies/Awnings
 - Outdoor Patios
 - Architectural details (brickwork integrated into the façade)
 - Integrated planters or wing wall that incorporate landscape and/or sitting area
 - Accent materials (Minimum 15% of exterior façade)
- Pre-engineered metal building structure with split face CMU veneer.
- Interior kennel walls – epoxy painted CMU. This will require maintenance/repainting – approx. every 5 years. (Glazed CMU in wash down areas are indicated in Level 3 would last the life of the building.
- Flooring – Sealed concrete. This will require maintenance/resealing approx. every 5 years.
- Kennels – Aluminum or galvanized (shorter life cycle than stainless steel)
- Normal hose reel for cleaning in lieu of high pressure kennel cleaning system.
- Residential HVAC system, this will not meet standards of 10 to 12 air exchanges per hour. Infections may spread quickly throughout the facility and animals may not be as healthy.
- Standard lighting package in lieu of energy efficient LED fixtures.
- Natural daylighting system.
- Items not included in this design:
 - Acoustical panels. These help reduce the noise within the Kennels to reduce stress level of animals, employees and visitors.
 - Access control: All doors will be keyed, in lieu of card access. Keyed entries into rooms are sometimes difficult when handling an aggressive animal.
 - Epoxy flooring: This is a durable floor that will hold up in this type of environment. Epoxy floor as indicated in Level 3 should last 15-20 years or longer.
 - Glazed block: This is a highly durable CMU wall to be used in the Kennel/Wet areas. Only cleaning is required for this material. No painting required every 5 years.
 - Bathing tub for grooming the animals.
 - Stainless steel tables.
 - Washer and Dryer are not provided. The facility will have to operate on their existing donated residential style. Continued maintenance is required for the existing model.
 - Get To Know Room or Outdoor Courtyard for the public to find compatibility with adoptable animals or an areas for volunteers to walk the animals.
 - Landscaping / Irrigation is to be provided by the owner.
 - Sallyport. It would add security to the facility to help prevent animals from escaping the animal control officer when transporting from the truck to inside the facility.

Construction cost for approximately 1,800 s.f. facility would = \$450,000 - \$550,000. Generally, clients should budget for an additional 25% for project related soft costs.





CITY OF MURPHY ANIMAL SHELTER
LEVELS 2 & 3
CONCEPTUAL FLOOR PLAN



Level 2 Facility:

Level 2 did not meet the owner's needs for quality of finishes / equipment, as well exceeded the budget. This Level allowed for future growth.

- Does meet City of Murphy – Zoning Ordinance 'Minimum Exterior Construction Standards, Building Materials & Design'. The following are not included in Level 1:
 - Canopies/Awnings
 - Outdoor Patios
 - Architectural details (brickwork integrated into the façade)
 - Integrated planters or wing wall that incorporate landscape and/or sitting area
 - Accent materials (Minimum 15% of exterior façade)
- More usable square footage than Level 1 Facility.
- Load bearing CMU walls with masonry veneer to be consistent City Hall with parapet walls and concealed roof)
- Roof – Modified Bitumen Roof with accent and standing seam roof (curved roof)
- Additional areas include: Get to Know room, larger and more functional Cat and Door Rooms, Lab, Storage, Office and Break Room.
- Interior kennel walls – epoxy painted CMU. This will require maintenance/repainting – approx. every 5 years. (Glazed CMU in wash down areas are indicated in Level 3 would last the life of the building.
- Flooring – Sealed concrete. This will require maintenance/resealing approx. every 5 years.
- Kennels – Stainless Steel
- Covered outdoor chainlink dog runs
- Normal hose reel for cleaning in lieu of high pressure kennel cleaning system.
- HVAC system to meet HSUS requirements & industries standards with 10 to 12 air exchanges per hour.
- Standard lighting package in lieu of energy efficient LED fixtures.
- Natural daylighting system.
- Sallyport. It would add security to the facility to help prevent animals from escaping the animal control officer when transporting from the truck to inside the facility.
- Items not included in this design:
 - Acoustical panels. These help reduce the noise within the Kennels to reduce stress level of animals, employees and visitors.
 - Access control: All doors will be keyed, in lieu of card access. Keyed entries into rooms are sometimes difficult when handling an aggressive animal.
 - Epoxy flooring: This is a durable floor that will hold up in this type of environment. Epoxy floor as indicated in Level 3 should last 15-20 years or longer.
 - Glazed block: This is a highly durable CMU wall to be used in the Kennel/Wet areas. Only cleaning is required for this material. No painting required every 5 years.
 - Bathing tub for grooming the animals.
 - Stainless steel tables.
 - Washer and Dryer are not provided. The facility will have to operate on their existing donated residential style. Continued maintenance is required for the existing model.
 - Get To Know Room or Outdoor Courtyard for the public to find compatibility with adoptable animals or an areas for volunteers to walk the animals.
 - Landscaping / Irrigation is to be provided by the owner.

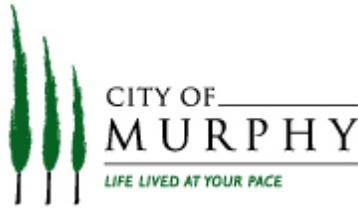
Construction cost for approximately 3,780 s.f. facility with 1,200 s.f. covered outdoor runs and canopies would = \$900,000 - \$1,00,000. Generally, clients should budget for an additional 25% for project related soft costs.

Level 3 Facility:

Level 3 did meet the owner's needs for quality of finishes / equipment, but exceeded the budget. This Level allowed for future growth.

- Does meet City of Murphy – Zoning Ordinance 'Minimum Exterior Construction Standards, Building Materials & Design'. The following are not included in Level 1:
 - Canopies/Awnings
 - Outdoor Patios
 - Architectural details (brickwork integrated into the façade)
 - Integrated planters or wing wall that incorporate landscape and/or sitting area
 - Accent materials (Minimum 15% of exterior façade)
- More usable square footage than Level 1 Facility.
- Load bearing CMU walls with masonry veneer to be consistent City Hall with parapet walls and concealed roof)
- Roof – Modified Bitumen Roof with accent and standing seam roof (curved roof)
- Additional areas include: Get to Know room, larger and more functional Cat and Dog Rooms, Lab, Storage, Office and Break Room.
- Interior kennel walls – Glazed CMU
- More glazed CMU and less drywall than Level 1 & 2 facilities for reduced moisture issues.
- Flooring – Epoxy Floors (Epoxy floors are more durable and will last 15-20 years with only the necessary cleaning process)
- Glazed block at Dog Rooms. Glazed block is also more durable than CMU. It's glazed surface reduces the overall maintenance of the block.
- Kennels – Stainless Steel
- Covered outdoor chainlink dog runs
- Access Control – will include card access
- Central kennel wash down system with high/low pressure. Ability to have integral cleaning detergent & disinfectant.
- HVAC system to meet HSUS requirements & industries standards with 10 to 12 air exchanges per hour.
- Standard lighting package in lieu of energy efficient LED fixtures.
- Natural daylighting system. Solatubes at Kennels and Cat Rooms so that the animals will be able to sense the change of days.
- Sallyport. It would add security to the facility to help prevent animals from escaping the animal control officer when transporting from the truck to inside the facility.

Construction cost for approximately 3,780 s.f. facility with 1,200 s.f. covered outdoor runs and canopies would = \$1,100,000 - \$1,300,000. Generally, clients should budget for an additional 25% for project related soft costs.



Murphy Animal Shelter Advisory Committee Regular Meeting Minutes
206 N. Murphy Road
Murphy, Texas 75094

July 19, 2012

CALL TO ORDER

Chair Chalkley called the meeting to order at 6:35 p.m.

ROLL CALL & CERTIFICATION OF A QUORUM

Board Members Present: Lorraine Chalkley, Tammy Drake, Beverly Mueller, Buddy Russell

Board Members Absent: Dave Brandon, Stephanie Pennington

City Staff Present: Kim Parker, Support Services Manager

Chair Lorraine Chalkley certified a quorum with Board members present.

PUBLIC COMMENTS

There were no public comments received.

INDIVIDUAL CONSIDERATION

1. Discussion with David Duman, Quorum Architects regarding the new proposed Animal Shelter.

Mr. Duman spoke to the board regarding the Concept Design plan recently submitted and approved by Staff. A copy of the design and plan are attached to these minutes. Previous versions were not reviewed or discussed at the meeting.

Beverly Mueller discussed the dog and cat runs. She pointed out that the run numbers do not seem to be adequate. Chair Chalkley and Mueller also feel the expansion areas should be formed in now for later use instead of waiting.

Board Action/Discussion

Beverly Mueller made a motion to accept the plan and recommend to the City Manager to move forward with the proposal as presented. Chair Chalkley seconded the motion. Motion passed 4-0.

STAFF REQUESTS/REPORTS

- Upcoming State inspection for the shelter
- Current status updates; monthly reports and shelter activity

ADJOURNMENT

With no other business before the Board, Chair Chalkley adjourned the meeting at 7:45 p.m.

APPROVED:

Lorraine Chalkley, Chair

quorum

Design. Spaces. People.



Murphy Animal Shelter Concept Design Description

June 06, 2012

QAI# 11022

Murphy Animal Shelter

Concept Design Description

June 06, 2012

QAI# 11022

Based on our experience on sixteen (16) municipal animal shelter evaluations and/or designs, Quorum Architects Inc. was retained by the City of Murphy, to develop conceptual needs, designs, and budgets for a new animal shelter facility to meet the needs for the animals, employees and visitors. After meeting with staff, Quorum developed a conceptual design that addresses those needs, as well as HSUS Guidelines, municipal building and state accessibility codes, along with local animal shelter and adoption center standards. The conceptual design presented herein is approx 2,370 s.f. The City requested that Quorum evaluate the possibility of locating the facility within the Municipal Complex, on the south side of the Police Department. Being located across from the future Murphy Central Park will increase the visibility of the facility, which in turn will likely increase adoption rates.

Facility Types and Cost

As the City of Murphy evaluates and considers development of a new animal shelter & adoption center, a few important issues should be factored into consideration.

- What type of facility does the City want to provide for the citizens and staff?
- How will it fit into the character of the existing Municipal Complex?
- How will it compare to other recently constructed facilities in the Metroplex?
- Will it meet state standards and Humane Society recommendations for housing animals?
- What is the estimated cost of the various types of facilities?
- Is it a short term expense or a long term investment? (life cycle costing)

Assuming the City of Murphy desires to follow the lead of most recently constructed facilities and focus the role of animal services on increasing adoptions, educating prospective new owners as well as the general public, decreasing euthanasia, and providing a controlled environment for the animal and the public that contributes to healthier animals, the City will need to provide a facility significantly different than the current facility. Not only are there different needs, criteria, and

services from when the original facility was designed, but there are also new state requirements, and published guidelines from the Humane Society of the United States (HSUS). These aid in having a facility that meets current codes/guidelines. These will also allow the facility to more be efficiently operated by staff, as well as be a more inviting place for visitors to want to come and enjoy the adopting/reclaim process.

Animal Count Projections:

The construction of a modern animal shelter is critical to successfully meet the challenges that staff currently faces and will increasingly face in the coming years. The combined annual intake for both dogs and cats are as follows:

Year 2006-2007 = 179 animals or 40.9% increase

Year 2007-2008 = 219 animals or 22.3% increase

Year 2008-2009 = 188 animals or 14.2% decrease

Year 2009-2010 = 292 animals or 55.3% increase

Year 2010-2011 = 320 animals or 9.6% increase.

The animal population has averaged an annual increase of 23 percent over the last five years and is projected to increase another 23 percent over the next five years. This will increase the impound rate to an approximate 1,106 animals by 2017. If the animals length of stay averaged eight (8) days, then twelve (12) dogs and twelve (12) cats would be the minimum count for which to design.

Murphy Animal Shelter Facility:

The conceptual design proposed for a new animal shelter (see exhibits) consists of an approximately 2,370 s.f. building that would be located adjacent to the Police Department screen wall. The public parking will be located off the city complex drive north of the building and could be part of the park development. Employee parking and waste disposal entrance will be located directly behind the facility to the west. The public will access the animal adoption facility by a sidewalk connecting the new public parking (by others) to the building entrance located on the north elevation (front of the building). The sidewalk will pass by an area that will allow for a future 'Get To Know' courtyard. This is an area they would be able see others interacting with potential adoptable dogs, as well as provide an exercise area for the dogs. The public will enter into the

Lobby and will be able to check-in at the Reception counter. This area will have excellent visibility of the public areas, including the adoptable cat display.

The facility will be able to house fifteen (15) cats. The cats will be divided into separate rooms that will consist of nine (9) adoptable casts located within public view, and six (6) quarantine / hold cats located in back of house. The adoptable cats will be located off the Lobby within the Cat Display room. They will be located behind glass to be separated from the public. This will aide in reducing disease transmission, as well as reduce their stress level. It also removes the possibility of the public being scratched or bitten by the cats which would result in the animal being moved to quarantine. If the cats are located within Quarantine, then the public will be escorted to view the cats since they are not located on the Lobby/Corridor side of the facility.

The proposed conceptual plan provides the ability to house a total of eleven (11) dogs. These will be separated into eight (8) adoptable, three (3) quarantine/isolation kennels. This facility has been designed to allow for future expansions as the need to house more dogs increases. This design will allow separation of the sick or injured dogs from the healthy dog. This should help control potential disease transmission. The adoptable kennels will have indoor/outdoor runs that will allow the dogs more room for exercise, as well as decreases the cleaning time for staff with the ability to move the dogs to the exterior space while cleaning the interior kennels. This concept plan allows for a fenced enclosed / covered outdoor runs. Most animal rooms are designed along the perimeter of the building to allow for natural daylighting that will benefit animals by allowing them to sense the change of time over the weekend when the facility may not be staffed. The animals health increases in a well lit environment.

A Work Room and a Lab area is proposed at the back of house conveniently located to access all animal spaces. The Work Room will act as a multi-use room. Some of its functions for this space will include: animal grooming, bowl cleaning and food prep. A lab has been located within the facility for necessary procedures. It will include a specimen sink, lockable storage, as well as a mobile lift table. Animal shelter facilities require sufficient amount of storage for bulk bags of food, linens and other donations and this will be provided in the large Storage Closet. In order to save space, we also proposed a mop sink within the Storage Closet. A separate laundry area has been designed into the back of house. The added millwork will have ample storage for donated linens. A check-in area has been located at the rear entry of the building. This space will allow animal control officers to log animal data upon arrival, as well as an area to weigh and photograph the incoming

animals. Just outside the check-in area will be a fenced enclosed Sallyport. This area will give the animal control officers the ability to safely move animals from their truck to the interior of the building. The Sallyport will be partially covered to offer added protections to the officers and animals. Just off the Sallyport, the employee parking and dumpster screen has been shielded from public the by a screen wall between the public parking and the public park.

The 2,370 s.f. facility proposed herein, should meet the current and short term projected needs, specifically with regards to animal capacity. Based on projections, using similar increase realized over the last five years, there may be a need for additional animal capacity in five to ten years. Therefore, the concept plan presented also shows possible expansion that could be added relatively easily and with minimal disturbance to existing operations. We recommend that the electrical panel be sized appropriately in Phase 1 to accommodate future expansion.

Due to the unique nature of this environment, daily rigorous cleaning processes and chemicals used, and obvious abuse it receives from some of the animals, it is recommended that the city invest in durable, easily maintained, long lasting materials and finishes. For the purpose of estimating budget numbers and associated cost, we have included such materials and have listed them below, along with other key features proposed for this facility. We have also included a possible concept sketch to communicate generally what the facility might look like, although this may change as the design evolves.

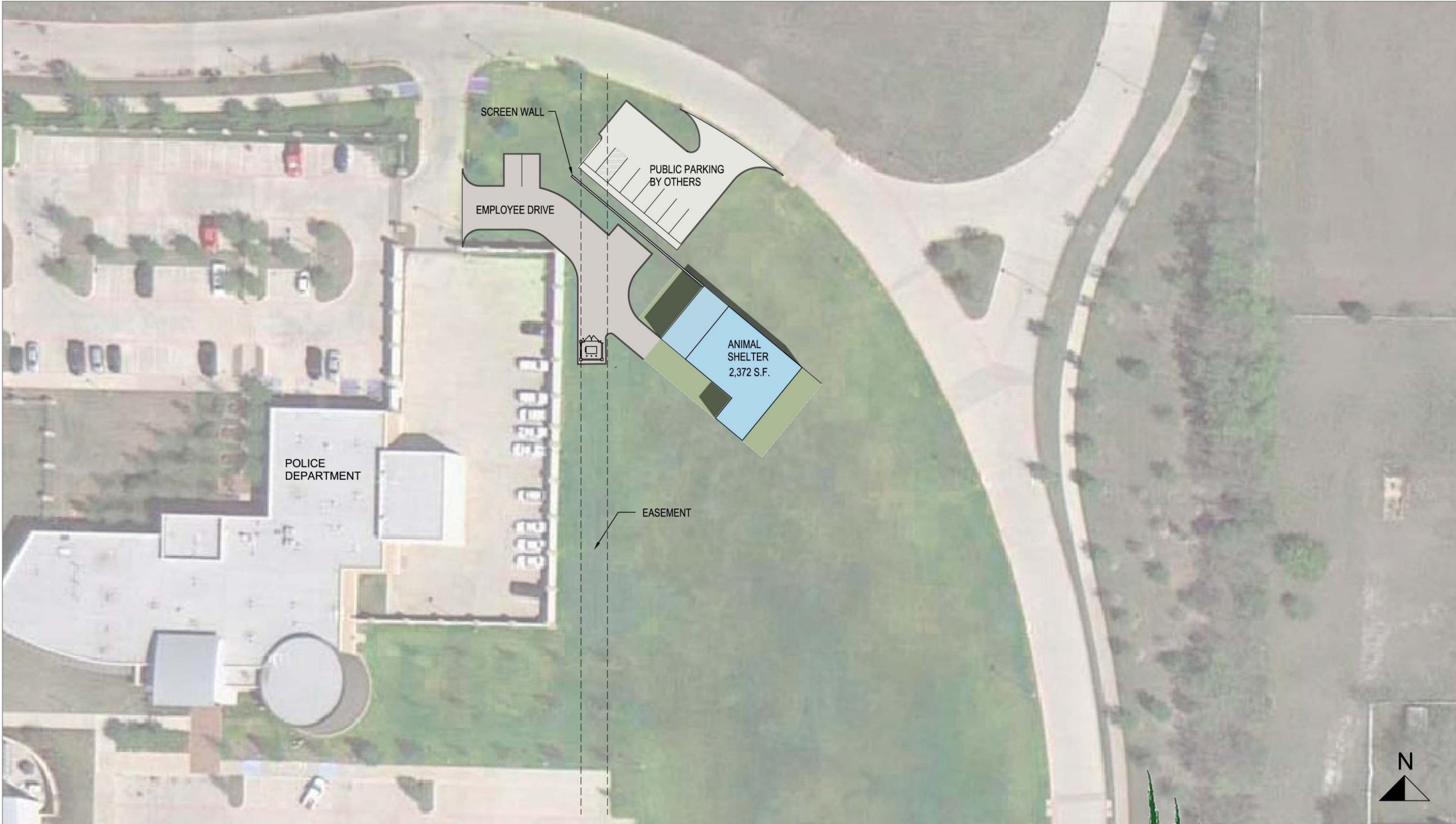
- City of Murphy - Zoning Ordinance 'Minimum Exterior Construction Standards, Building Material and Design, consistent with the architecture of the City Hall complex.
- Canopies & Awnings
- Outdoor Patio
- Architectural details (brick work integrated into the facade)
- Integrated planters or wing walls that incorporate landscape and/or sitting area.
- Accent materials (Minimum 15% of exterior facade)

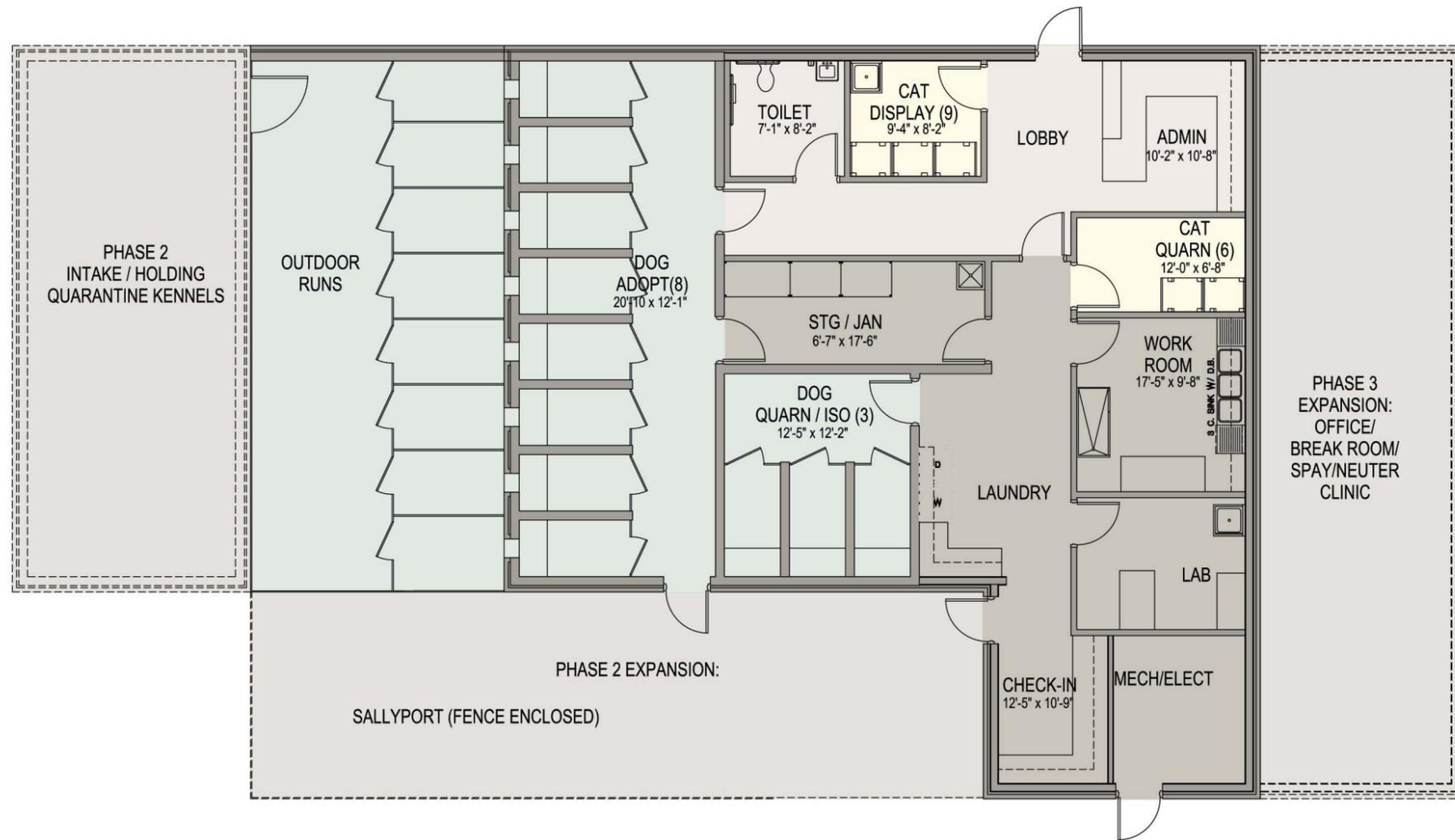


- Load bearing CMU walls w/ masonry veneer to be consistent with City Hall with parapet walls, concealed roof)
- Roof - Modified Bitumen Roof with accent standing seam roof (curved roof)
- Glazed CMU for reduced moisture issues.
- Flooring - Epoxy Floors - A two-coat epoxy floor is proposed and is durable. It should last 15-20 with normal cleaning process.
- Glazed CMU at Dog Room. Glazed surface reduces the overall maintenance of the block. It will last the life of the building. This is proposed in lieu of a painted or epoxy surface in the kennels which would need to be recoated every 3-5 years.
- Kennels - Heavy gauge stainless steel grill front gates, (not chainlink kennels like the current facility) with glazed CMU partitions to last the life of the building.
- Covered outdoor chainlink dog runs.
- Access Control - This will likely be included as an alternate bid item.
- Natural Daylighting System - Solatubes will be used at Kennels and Cat Rooms so that the animals will be able to sense change from day to night. It will provide a healthier environment for the animals and employees.
- HVAC system to meet HSUS requirements & industries standards with 10 to 12 air exchanges per hour.
- Acoustical Panels at dog kennels to help with noise control.
- Partially covered Fence Enclosed Sallyport. It will add security to the facility to help prevent animal from escaping from the animal control officer when transporting from the truck to inside the facility.
- High pressure kennel cleaning system.

Recommendation:

It is our recommendation that the City of Murphy follow the lead of many recently constructed facilities and focus on the role of animal services on increasing adoptions, educating prospective new owners and the general public, decreasing euthanasia, and provided a controlled environment for the animals and the public that contributes to healthier animals. The Animal Shelter Facility presented will meet these requirements. This facility both should meet the owner's need for current animal intake, as well as meet state and local code requirements and HSUS recommendations. Based on the construction cost of similar size and type facilities, we anticipate this 2,370 s.f. with 700 s.f. covered outdoor runs and canopies would cost between \$675,000 and \$750,000 if bid this year. Generally, the projects related soft cost are an additional 25%. This conceptual plan has allow for future growth. If the city is not prepared to begin this project soon, we suggest adding 5% inflation factor as construction prices are beginning to increase.





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TOTAL BUILDING S.F. : 2,370 SF



CITY OF MURPHY ANIMAL SHELTER
 6-6-12
 CONCEPTUAL FLOOR PLAN



CITY OF
MURPHY