

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
DECEMBER 2, 2014 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094



Eric Barna
Mayor

Scott Bradley
Mayor Pro Tem

Owais Siddiqui
Deputy Mayor Pro Tem

Ben St. Clair
Councilmember

Betty Spraggins
Council

Sarah Fincanon
Councilmember

Rob Thomas
Councilmember

James Fisher
City Manager

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 November 18, 2014 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. ROLL CALL & CERTIFICATION OF A QUORUM

4. PUBLIC COMMENTS

5. PRESENTATION ITEMS

- A. Proclamation in appreciation to Russ Hargrave of Hargrave Custom Foundation Repair.
- B. Presentation of financial report as of October 31, 2014.

6. INDIVIDUAL CONSIDERATION

- A. Consider and/or act upon approval of an ordinance amending the FY 2013-2014 revenue, expenditure budgets and fund balances for the General Fund, Animal Shelter Fund, Cable Peg Fund, Capital Improvement Fund, Murphy Community Development Corporation (Type B) and the Murphy Municipal Development District (MMDD)3.
- B. Hold a public hearing to discuss the application of Tiger Food, Inc. requesting a variance specifically to exterior construction standards (Section 28-131) and consider and/or act on the application of Tiger Food, Inc. requesting approval of a site plan, landscape plan, building elevations and construction plat for a PDQ restaurant at 104 E. FM 544.
- C. Hold a public hearing on the request to amend the Concept Plan for approximately 6.43 acres of property zoned PD (Planned Development) District No. 09-02-785, as amended, located on FM 544 approximately 800' west of Heritage Parkway.
- D. Consider and/or act upon the City of Murphy sidewalk program.
- E. Discussion on the City's Safe Routes to School Project.
- F. Consider and/or act upon the proposed revisions to the Murphy Personnel Policies and Procedures Handbook.

- G. Consider and/or act upon approval of a resolution approving costs for personnel time to respond to requests for public information, including staff responses and resources allocated in responding to public information requests since June of 2014.
- H. Discuss and/or consider implementing community blog(s) and regulations relating thereto for the City of Murphy website.
- I. Discuss and/or consider creating a Video Streaming Policy for the City of Murphy and authorize the City Manager to execute a contract with Swagit for the provision of video streaming services for City Council meetings.
- J. Consider and/or act upon the second meeting in December.

7. CITY MANAGER/STAFF REPORTS

- A. North Murphy Road Construction Update

8. 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:

- A. § 551. 071 Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter in regard to open record requests and retention policy and code enforcement matters.

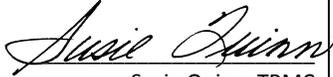
9. RECONVENTE INTO REGULAR SESSION

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:

- A. § 551. 071 Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter in regard to open record requests and retention policy and code enforcement matters.
- B. Take Action on any Executive Session Items.

10. ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on November 26, 2014 by 4:30 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.



Susie Quinn, TRMC
City Secretary

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

Notice of Possible Quorum: There may be a quorum of the 4B Community Development Corporation, the Animal Shelter Advisory Committee, the Board of Adjustment, the Building and Fire Code Appeals Board, the Ethics Review Commission the Murphy Municipal Development District Board, the Park and Recreation Board and/or the Planning and Zoning Commission may be present at the meeting, but they will not deliberate on any city business.

Proclamation

City of Murphy, Texas

“Appreciation for Russ Hargrave”

WHEREAS, Russ Hargrave, owner of Hargrave Custom Foundation Repair, is a selfless volunteer by taking time out of his demanding life to help make the City of Murphy a better place to live, and make a significant positive contribution to bettering the Emergency Operations of the City of Murphy; and

WHEREAS, Mr. Hargrave has demonstrated a common conviction: that charity and social responsibility manifest all that is good in the individual, and that the wellbeing of a community is largely dependent on helping others; and

WHEREAS, Russ has not only given of his, and his crew’s time to install piers under the generator foundation located at the fire department; and

WHEREAS, Mr. Hargrave has also graciously donated materials for leveling, and stabilizing the generator; and

WHEREAS, the City of Murphy wishes to recognize Russ Hargrave for giving of himself, and his crew by volunteering their services to increase the longevity of the generator’s foundation by his unselfish efforts;

NOW, THEREFORE BE IT RESOLVED, I, Eric Barna, Mayor of the City of Murphy, Texas, call upon all citizens to join us in sharing our appreciation to Russ Hargrave. Proclaimed this 2nd day of December, 2014.

Eric Barna, Mayor
City of Murphy



CITY OF _____
MURPHY
LIFE LIVED AT YOUR PACE

Unaudited Financial Information

FY 2015

October, 2014

Investment Report

Accounts	<u>5/31/14</u>	<u>6/30/14</u>	<u>7/31/14</u>	<u>8/31/14</u>	<u>9/30/14</u>	<u>10/31/14</u>
Operating	406,873.78	687,213.16	799,073.78	981,985.39	763,510.49	358,077.16
Impact Fees	616,732.43	621,129.72	650,723.77	639,928.68	647,149.22	615,919.70
Park Escrow	208,158.52	208,175.63	208,193.31	208,210.99	208,228.10	208,245.78
General Obligation	1,412,233.39	1,424,141.10	1,433,639.68	822,036.25	825,366.61	909,943.58
Series 2009 GO	5,119,972.16	5,064,929.21	5,049,676.35	5,042,273.87	5,254,102.10	5,214,537.48
Series 2009 CO	1,072,239.60	1,072,327.74	1,072,418.81	1,068,544.09	1,068,631.92	1,068,722.69
General Fund	5,925,518.83	4,887,088.84	4,070,516.60	4,199,369.20	3,930,053.83	3,582,934.97
Water Fund	2,229,101.39	2,615,154.64	2,598,087.89	2,029,918.91	2,414,528.96	2,724,043.97
Murphy Dev Dist	1,003,585.56	1,057,166.92	1,099,929.47	1,047,251.62	1,079,181.04	1,079,272.70
Community Dev Corp	233,392.77	264,708.37	306,531.91	357,815.42	342,554.44	317,882.25
Cap Improvement	34,541.33	34,544.17	34,547.10	30,395.00	24,644.51	24,646.61
Sidewalk Escrow	23,110.06	23,111.96	23,113.92	23,115.88	23,117.78	23,119.75
2010 Tax Notes	<u>30,037.55</u>	<u>30,040.02</u>	<u>30,042.57</u>	<u>11,363.16</u>	<u>11,364.10</u>	<u>11,365.06</u>
Bank Balances	<u>18,315,497.37</u>	<u>17,989,731.48</u>	<u>17,376,495.16</u>	<u>16,462,208.46</u>	<u>16,592,433.10</u>	<u>16,138,711.70</u>
Interest-Monthly	1,546	1,446	1,447	1,292	1,300	1,338
Interest Rate	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%

Investment Report

(continue)

- Interest rate remained at 0.10% from September to 0.10% in October.

Sales Tax – 2%

General Fund/MDD/CDC

	FY 2015	FY 2014	FY 2013	FY 2012
	Oct 14-Sept 15	Oct 13– Sept 14	Oct 12 – Sept 13	Oct 11 – Sept 12
October	256,573	230,645	157,460	143,459
November	306,941	293,100	198,329	176,758
December		230,250	172,479	140,866
January		236,866	172,469	149,961
February		332,992	207,853	186,674
March		183,310	172,297	138,154
April		211,145	154,700	141,992
May		303,161	206,260	209,756
June		260,628	215,494	161,305
July		300,079	246,473	171,892
August		306,831	268,213	202,023
September		<u>259,099</u>	<u>225,036</u>	<u>190,842</u>
Total	<u>563,514</u>	<u>3,148,106</u>	<u>2,397,063</u>	<u>2,013,682</u>

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Sales Tax – 1%

General Fund

	FY 2015	FY 2014	FY 2013	FY 2012
	Oct 14-Sept 15	Oct 13– Sept 14	Oct 12 – Sept 13	Oct 11 – Sept 12
October	129,152	115,794	79,463	71,730
November	154,123	147,399	100,038	88,379
December		115,626	87,222	70,433
January		118,840	84,990	74,980
February		166,923	100,356	93,337
March		92,148	87,021	69,077
April		106,017	78,181	70,996
May		152,156	100,350	104,758
June		130,757	106,154	82,494
July		150,512	125,373	90,961
August		153,951	135,354	101,529
September		<u>130,037</u>	<u>113,474</u>	<u>99,628</u>
Total	<u>283,275</u>	<u>1,580,160</u>	<u>1,197,976</u>	<u>1,018,302</u>

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General Fund

Unaudited FY 2015 Revenues

October, 2014

Revenue	FY 2015 Budget	YTD Actual	Budget Balance	% of Budget
Property Taxes	5,924,300	132,736	5,791,564	2.24%
Sales Tax	1,767,100	129,152	1,637,948	7.31%
Franchise Tax	969,900	457	969,443	0.05%
Permits & Licenses	640,000	42,021	597,979	6.57%
Solid Waste	890,000	83,833	806,167	7.42%
Other Revenue	935,600	36,163	899,437	3.87%
Court Revenue	365,000	25,466	339,534	6.98%
Other Sources	<u>880,000</u>	-	<u>880,000</u>	0.00%
Total	<u>12,371,900</u>	<u>449,828</u>	<u>11,922,072</u>	3.64%

General Fund FY 2015 Revenue Explanation October, 2014

- Sales tax – collections as of October is 7.31% of budget.
- Permits & Licenses – issued 4 single family building permits in October compared to 16 at this time last year.

General Fund

Unaudited FY 2015 Expenditures

October, 2014

	FY 2015	YTD	Budget	% of
Departments	Budget	Actual	Balance	Budget
Administration	461,300	42,548	418,752	9.22%
Human Resources	154,500	10,256	144,244	6.64%
Information Technology	881,700	100,141	781,559	11.36%
City Council	335,500	4,558	330,942	1.36%
City Secretary	165,000	5,511	159,489	3.34%
Economic Development	150,600	8,463	142,137	5.62%
Finance	500,300	17,757	482,543	3.55%
Fire	2,985,200	135,270	2,849,930	4.53%
Public Works	510,300	21,745	488,555	4.26%
Facilities	482,800	21,882	460,918	4.53%
Community Services	615,500	13,636	601,864	2.22%
Police	3,364,100	173,530	3,190,570	5.16%

General Fund

Unaudited FY 2015 Expenditures

October, 2014

Departments (continued)	FY 2015 Budget	YTD Actual	Budget Balance	% of Budget
Animal Control	153,400	5,887	147,513	3.84%
Recreation	349,300	20,283	329,017	5.81%
Parks	1,054,200	44,007	1,010,193	4.17%
Municipal Court	391,800	18,219	373,581	4.65%
Solid Waste	<u>753,000</u>	<u>62,352</u>	<u>690,648</u>	8.28%
Total	<u>13,308,500</u>	<u>706,045</u>	<u>12,602,455</u>	5.31%

Utility Fund

Unaudited FY 2015 Revenue

October, 2014

	FY 2015	YTD	Budget	% of
Revenue	Budget	Actual	Balance	Budget
Other Revenue	183,500	12,339	171,161	6.72%
Water Revenue	5,255,000	486,358	4,768,642	9.26%
Sewer Revenue	<u>2,715,000</u>	<u>266,707</u>	<u>2,448,293</u>	9.82%
Total	<u>8,153,500</u>	<u>765,404</u>	<u>7,388,096</u>	9.39%

Utility Fund

Unaudited FY 2015 Expenditures

October, 2014

Departments	FY 2015 Budget	YTD Actual	Budget Balance	% of Budget
Water Distribution	4,716,700	305,407	4,411,293	6.48%
Wastewater Collection	1,654,300	206,544	1,447,756	12.49%
Customer Service	<u>857,200</u>	<u>33,151</u>	<u>824,049</u>	3.87%
Total	<u>7,228,200</u>	<u>545,102</u>	<u>6,683,098</u>	7.54%



Questions
FY 2015
October, 2014

City Council Meeting December 2, 2014

Issue

Consider and/or act upon approval of an ordinance amending the FY 2013-2014 revenue, expenditure budgets and fund balances for the General Fund, Animal Shelter Fund, Cable Peg Fund, Capital Improvement Fund, Murphy Community Development Corporation (Type B) and the Murphy Municipal Development District (MMDD)3.

Background/History

The original FY 2013-2014 budgets were adopted at the departmental level and may be amended throughout the fiscal year. During the course of the fiscal year, there were changes in the needs of the City which require increases in some revenues and departmental expenditures. Also the beginning fund balances for the Murphy Community Development Corporation has been amended to the audited FY 2013 year end balances which provides a more realistic view of the projected ending fund balance for FY 2014.

General Fund:

Expenditures – reallocation of expenditure budget dollars are included in the budget amendment as follows:

City Secretary – increased the consultant services by \$22,000 to cover the interim secretary position as the result of a vacancy.

Finance – decrease salary account by \$20,000, savings are available as the result of the Assistant Finance Director assignment as the interim Director of Public Works for approximately six months.

Fire - decrease motor vehicle fuel by \$10,000, savings are available as fuel prices were less than anticipated and budgeted for FY 2014.

Police - decrease motor vehicle fuel by \$12,000, savings are available as fuel prices were less than anticipated and budgeted for FY 2014.

Animal Control – increase construction of the animal shelter by \$5,000 which was used to cover the unanticipated costs during the construction of the shelter.

Solid Waste – increase contract disposal fees by \$15,000 which is due to the under billing of the additional recycling cans. The error was discovered and corrected.

These reallocations of funds resulted in a zero change to the overall budget for the General Fund and did not change the budgeted projected fund balance.

Animal Shelter Fund:

During FY 2014 an Animal Shelter Fund was created to accept donations for the new animal shelter and record the expenditures of these funds. The attached budget reflects the donations and expenditures during FY 2014.

Cable Peg Fund:

During FY 2014 a Cable Peg Fund was created to account and disburse the peg funds the city receives from Time Warner Cable TV. These funds are restricted and cannot be included in the General Fund. The attached budget reflects the receipt of revenues.

**City Council Meeting
December 2, 2014**

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Capital Improvement Fund:

Expenditures – increase the budget for the implementation of the security and surveillance systems which was approved by City Council in FY 2013; however, the project was not completed until FY 2014 which created the need for the budget amendment.

Murphy Community Development Corporation:

Each fiscal year the MCDC budget must be amended to account for the unexpended promotional expense that were not utilized during the previous fiscal year. Once an amount has been designated as promotional, the funds cannot be used for any other item.

Murphy Municipal Development District:

Each fiscal year the MMDD budget is amended to account for the unexpended promotional funds that were not utilized during the previous fiscal year.

Other Considerations

Section 7.09 Amending the Budget of the Murphy City Charter states the following:

“Under conditions which may arise, and for municipal purposes, the City Council may, by the affirmative vote of a majority of the full membership of the City Council, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become an attachment to the original budget.”

Action Requested

Approval of an ordinance amending the FY 2013-2014 revenue, expenditure budgets and fund balances for the General Fund, Animal Shelter Fund, Cable Peg Fund, Capital Improvement Fund, Murphy Community Development Corporation (Type B) and the Murphy Municipal Development District.

Attachments

- 1) Budget Amendment Ordinance
- 2) Exhibit A

ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2013-2014 BUDGET; AND PROVIDING FOR SAID ORDINANCE TO TAKE IMMEDIATE EFFECT.

WHEREAS, chapter 102 of the Texas Local Government Code, as amended, governs municipal budgets and provides that the chapter does not prevent the City Council of the City of Murphy, Texas, from making changes in the budget for municipal purposes; and

WHEREAS, section 7.09 of the City of Murphy Home-Rule Charter authorizes the amending of the fiscal year 2013-2014 budget; and

WHEREAS, as required by the City Charter, the City Manager has prepared an amendment to certain revenues, expenditures and fund balances in the fiscal year 2013-2014 budget and submitted same to the City Council for its approval and a true and correct copy is attached as *Exhibit A*.

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

Section 1. FINDINGS INCORPORATED

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

Section 2. That pursuant to the City Charter requirements of the City of Murphy, Texas, the budget amendment for fiscal year 2013-2014 attached as *Exhibit A* is hereby authorized and approved.

Section 3. That pursuant to the City Charter requirements this Ordinance and budget amendment shall become an attachment to the original budget.

Section 4. That this Ordinance shall become effective from and after its passage and it is so ordained.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this 2nd day of December, 2014.

Eric Barna, Mayor
City of Murphy

ATTEST:

Susie Quinn, City Secretary
City of Murphy

APPROVED AS TO FORM AND LEGALITY:

Wm. Andrew Messer, City Attorney

Exhibit A

**City of Murphy
General Fund
FY 2014 Amended Budget Summary**

General Fund	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Budget	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
Beginning Fund Balance	3,054,395	2,622,459	3,060,919	2,529,219	1,027,487	3,556,706		3,556,706
Revenues								
Total Property Taxes	4,646,021	5,064,400	5,169,000	5,614,000	-	5,614,000	-	5,614,000
Total Sales Tax	1,048,827	1,150,000	1,174,000	1,724,000	-	1,724,000	-	1,724,000
Total Franchise Tax	924,686	919,600	846,300	882,200	-	882,200	-	882,200
Total Permits & Licenses	818,603	866,200	980,000	753,000	-	753,000	-	753,000
Total Other Revenue	782,599	850,400	1,007,300	906,500	-	906,500	-	906,500
Total Court Revenue	490,697	450,000	371,000	375,000	-	375,000	-	375,000
Total Solid Waste	833,046	883,000	888,500	859,100	-	859,100	-	859,100
Total Revenues	9,544,479	10,183,600	10,436,100	11,113,800	-	11,113,800	-	11,113,800
Transfer from Utility Fund	850,000	850,000	850,000	850,000	-	850,000	-	850,000
Transfer from Reserves - Capital	-							
Transfer from Reserves - Animal Control		500,000	500,000					
Transfer from Court Restricted Juvenile Case Manage - 50% of salar		29,700	29,700	30,000	-	30,000	-	30,000
Transfer from Reserves - Vehicles		151,500	151,500	-	-	-	-	-
Tax Notes			-	-	150,000	150,000	-	150,000
Total Other Sources	850,000	1,531,200	1,531,200	880,000	150,000	1,030,000	-	1,030,000
Revenues & Other Sources	10,394,479	11,714,800	11,967,300	11,993,800	150,000	12,143,800	-	12,143,800
Category Expenses								
Total Personnel Services	5,986,998	6,764,000	6,625,600	7,209,800	-	7,209,800	(20,000)	7,189,800
Total Materials & Supplies	594,568	703,700	725,050	654,050	-	654,050	(22,000)	632,050
Total Contractual Services	3,338,277	3,290,600	3,441,650	3,610,300	20,000	3,630,300	37,000	3,667,300
Total Capital Outlay	468,111	1,011,500	1,055,200	653,600	811,000	1,464,600	5,000	1,469,600
Total Expenses	10,387,955	11,769,800	11,847,500	12,127,750	831,000	12,958,750	-	12,958,750
Transfer Out		651,500	651,500					
Revenues less Expenses	6,524	(706,500)	(531,700)	(133,950)	(681,000)	(814,950)	-	(814,950)
Ending Fund Balance	3,060,918	1,915,959	2,529,219	2,395,269	346,487	2,741,756	-	2,741,756
Departmental Expenses								
Total Administration	393,784	431,800	435,600	423,200	-	423,200	-	423,200
Total Human Resources	137,145	137,600	133,200	139,400	-	139,400	-	139,400
Total Information Technology	457,576	782,800	773,300	799,600	-	799,600	-	799,600
Total City Council	362,200	255,400	317,200	304,200	-	304,200	-	304,200
Total City Secretary	124,427	150,300	127,000	148,500	-	148,500	22,000	170,500
Total Finance	396,207	395,200	395,900	412,100	-	412,100	(20,000)	392,100
Total Fire	2,244,528	2,343,200	2,269,400	2,633,500	-	2,633,500	(10,000)	2,623,500
Total Public Works	261,055	258,600	258,800	398,300	20,000	418,300	-	418,300
Total Facilities	410,091	477,800	465,900	496,000	-	496,000	-	496,000
Total Community Services	636,077	494,800	737,250	575,350	-	575,350	-	575,350
Total Economic Development	83,321	166,700	137,400	144,800	-	144,800	-	144,800
Total Police	2,712,579	3,004,300	2,973,800	3,234,000	-	3,234,000	(12,000)	3,222,000
Total Animal Control	62,189	628,000	611,900	127,800	811,000	938,800	5,000	943,800
Total Recreation	350,773	361,500	384,500	310,600	-	310,600	-	310,600
Total Parks	761,095	824,600	808,000	912,600	-	912,600	-	912,600
Total Municipal Court	318,989	356,000	319,350	359,300	-	359,300	-	359,300

**City of Murphy
General Fund
FY 2014 Amended Budget Summary**

General Fund	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Budget	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
Total Solid Waste	675,918	701,200	699,000	708,500	-	708,500	15,000	723,500
Total Expenses	10,387,954	11,769,800	11,847,500	12,127,750	831,000	12,958,750	-	12,958,750
Revenue Less Expenses	6,525	(55,000)	119,800	(133,950)	(681,000)	(814,950)	-	(814,950)
Transfer Out		651,500	651,500					
Ending Fund Balance	3,060,919	1,915,959	2,529,219	2,395,269	346,487	2,741,756	-	2,741,756

Projected Fund Balance - percentage of expenditures	21.16%
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City of Murphy FY 2014 Amended Budget										
	FY10 Actual	FY11 Actual	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Requested	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
CITY SECRETARY/ELECTION										
PERSONNEL SERVICES										
5412-1001-0000 SALARIES	75,201	77,298	62,463	80,200	77,400	78,500		78,500		78,500
5412-1005-0000 OVERTIME	254			-	-	-		-		-
5412-1006-0000 LONGEVITY	-	328		500	-	100		100		100
5412-1009-0000 TMRS	8,078	9,090	6,991	9,000	8,700	8,600		8,600		8,600
5412-1011-0000 SOCIAL SECURITY	1,059	1,155	884	1,300	1,200	1,200		1,200		1,200
5412-1012-0000 GROUP INSURANCE	9,372	8,941	7,094	9,300	8,500	11,000		11,000		11,000
Personnel						-				
TOTAL PERSONNEL SERVICES	93,964	96,812	77,432	100,300	95,800	99,400		99,400		99,400
MATERIALS & SUPPLIES										
5412-2101-0000 GENERAL OFFICE SUPPLIES	1,133	1,429	1,532	2,000	1,200	1,800		1,800		1,800
5412-2102-0000 MAGAZINES, MAPS, BOOKS		114	53	-	-	-		-		-
5412-2104-0000 DATA PROCESSING SUPPLIES				-	-	-		-		-
5412-2209-0000 UNIFORMS		66	-	100	100	100		100		100
5412-2403-0000 COMPUTER HARDWARE								-		-
Supplies										
TOTAL MATERIALS & SUPPLIES	1,133	1,609	1,585	2,100	1,300	1,900		1,900		1,900
CONTRACTUAL SERVICES										
5412-3102-0000 CONSULTANT SERVICES	2,565	5,756	13,306	4,000	6,000	4,300		4,300	22,000	26,300
5412-3108-0000 RECORDING FEES	112		53	300	200	300		300		300
5412-3111-0000 SOFTWARE MAINTENANCE	5,288	16,723	6,443	-	-	-		-		-
5412-3202-0000 POSTAGE & FREIGHT	48	58	34	200	200	200		200		200
5412-3203-0000 TRAINING & TRAVEL	3,395	5,683	5,685	4,500	3,000	3,100		3,100		3,100
5412-3301-0000 ADVERTISING & NOTICES	9,026	1,945	4,828	12,000	8,500	12,000		12,000		12,000
5412-3302-0000 PRINTING	-	616	4,524	-	-	-		-		-
5412-3304-0000 PUBLICATIONS (NEWSLETTER)	16,438	1,809	-	-	-	-		-		-
5412-3402-0000 SURETY, FIDELITY BONDS	100	100	-	100	-	-		-		-
5412-3405-0000 WORKERS COMPENSATION	24	(103)	225	300	200	300		300		300
5412-3407-0000 UNEMPLOYMENT	-							-		-
5412-3703-0000 CELL/PAGERS/RADIOS	1,612	1,401	977	900	1,200	1,400		1,400		1,400
5412-3901-0000 DUES & MEMBERSHIPS	530	365	95	600	500	600		600		600
5412-3921-0000 COST OF ELECTION	6,284	46,138	9,240	25,000	9,100	25,000		25,000		25,000
Contractual						-				
TOTAL CONTRACTUAL SERVICES	45,422	80,491	45,410	47,900	28,900	47,200		47,200	22,000	69,200
CAPITAL COSTS										
5412-4214-0000 COMPUTER SOFTWARE								-		-
5412-4390-0000 COMPUTER HARDWARE	896				1,000			-		-
5412-2404-0000 FURNITURE & FIXTURES								-		-
Capital										
TOTAL CAPITAL COSTS	896	-	-	-	1,000	-	-	-	-	-
SUBTOTAL (END-USER BUDGETED LINE ITEMS)	47,705	82,099	46,995	50,000	31,200	49,100		49,100	22,000	71,100
TOTAL CITY SECRETARY/ELECTION	141,415	178,911	124,427	150,300	127,000	148,500		148,500	22,000	170,500

City of Murphy FY 2014 Amended Budget										
	FY10	FY11	FY12	FY13	FY13	FY14	FY14	FY14	FY14	FY14
	Actual	Actual	Actual	Budget	Projected	Requested	Adjustment	Amended	Adjustment	Amended
FINANCE										
PERSONNEL SERVICES										
5430-1001-0000 SALARIES	188,715	193,782	198,308	208,500	212,100	212,500		212,500	(20,000)	192,500
5430-1005-0000 OVERTIME	810	1,056	6,644	3,000	16,000	10,300		10,300		10,300
5430-1006-0000 LONGEVITY	334	568	572	800	800	900		900		900
5430-1009-0000 TMRS	19,868	22,694	22,550	23,300	25,100	24,100		24,100		24,100
5430-1011-0000 SOCIAL SECURITY	2,544	2,872	2,859	3,200	3,500	3,400		3,400		3,400
5430-1012-0000 GROUP INSURANCE	29,815	28,349	25,150	28,000	22,600	26,900		26,900		26,900
Personnel						-				
TOTAL PERSONNEL SERVICES	242,086	249,321	256,083	266,800	280,100	278,100	-	278,100	(20,000)	258,100
MATERIALS & SUPPLIES										
5430-2101-0000 GENERAL OFFICE SUPPLIES	1,037	1,292	1,263	1,500	1,500	1,500		1,500		1,500
5430-2102-0000 MAGAZINES/MAPS/BOOKS	40		199	-				-		-
5430-2104-0000 DATA PROCESSING SUPPLIES								-		-
5430-2209-0000 UNIFORMS		47		100				-		-
5430-2401-0000 MINOR TOOLS & EQPT.				-				-		-
5430-2403-0000 COMPUTER HARD. & SOFT.								-		-
Supplies										
TOTAL MATERIALS & SUPPLIES	1,077	1,339	1,462	1,600	1,500	1,500	-	1,500	-	1,500
CONTRACTUAL SERVICES										
5430-3101-0000 AUDITING AND ACCOUNTING	19,601	16,900	15,181	15,500	14,000	20,000		20,000		20,000
5430-3102-0000 CONSULTANT SERVICES	8,113	8,467	14,866	8,500	4,000	8,500		8,500		8,500
5430-3106-0000 DATA PROCESSING	11,701							-		-
5430-3111-0000 SOFTWARE MAINTENANCE	54,398	58,446	56,949	61,800	62,500			-		-
5430-3109-0000 TAX APPRAISALS		13,866	19,745		3,000	67,200		67,200		67,200
5430-3115-0000 BANK SERVICES CHARGES	12,323	9,217	7,595	9,000	3,000	400		400		400
5430-3116-0000 CREDIT CARD SERVICE FEES	9,558	12,403	10,151	10,800	10,500	11,400		11,400		11,400
5430-3201-0000 TELEPHONE EXPENSES								-		-
5430-3202-0000 POSTAGE & FREIGHT	1,309	1,350	1,257	1,500	1,200	1,500		1,500		1,500
5430-3203-0000 TRAVEL AND TRAINING	726	3,241	2,861	7,800	7,800	10,000		10,000		10,000
5430-3301-0000 AD. AND PUBLIC NOTICES	8,878	3,265	6,813	7,500	5,000	8,900		8,900		8,900
5430-3302-0000 PRINTING AND BINDING	124	126	229	500	-	500		500		500
5430-3402-0000 SURETY, FIDELITY BONDS	450	800	800	1,200	1,200	1,200		1,200		1,200
5430-3405-0000 WORKERS COMPENSATION	64	(370)	572	600	400	700		700		700
5400-3703-0000 CELL/PAGERS/RADIOS	1,500	990	840	900	900	1,000		1,000		1,000
5430-3901-0000 DUES & MEMBERSHIP	625	730	803	1,200	800	1,200		1,200		1,200
Contractual										
TOTAL CONTRACTUAL SERVICES	129,370	129,430	138,662	126,800	114,300	132,500	-	132,500	-	132,500
CAPITAL										
5401-4321-0000 COMPUTER SOFTWARE				0				-		-
Capital										
TOTAL CAPITAL	-	-	-	-	-	-		-		-
SUBTOTAL (END-USER BUDGETED LINE ITEMS)	131,256	131,825	146,768	131,400	131,800	144,300	-	144,300	-	144,300
TOTAL FINANCE	372,532	380,091	396,207	395,200	395,900	412,100	-	412,100	(20,000)	392,100

**City of Murphy
FY 2014 Amended Budget**

	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Requested	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
FIRE								
PERSONNEL SERVICES								
5440-1001-0000 SALARIES	1,200,092	1,330,400	1,306,200	1,463,700		1,463,700		1,463,700
5440-1005-0000 OVERTIME	111,876	119,800	104,000	82,900		82,900		82,900
5440-1006-0000 LONGEVITY	4,100	5,500	5,200	6,400		6,400		6,400
5440-1007-0000 PART TIME			6,900	0		0		0
5440-1009-0000 TMRS	144,295	158,700	162,600	169,000		169,000		169,000
5440-1011-0000 SOCIAL SECURITY	18,239	21,300	21,600	23,400		23,400		23,400
5440-1012-0000 GROUP INSURANCE	194,799	218,900	208,300	270,300		270,300		270,300
5440-1016-0000 CERTIFICATIONS		10,000	2,300	15,000		15,000		15,000
Personnel								
TOTAL PERSONNEL SERVICES	1,673,401	1,864,600	1,817,100	2,030,700	-	2,030,700	-	2,030,700
MATERIALS & SUPPLIES								
5440-2101-0000 GENERAL OFFICE SUPPLIES	2,220	2,100	2,000	3,100		3,100		3,100
5440-2102-0000 MAGAZINES/MAPS/BOOKS	2,539	3,800	3,500	2,100		2,100		2,100
5440-2103-0000 OFFICE COPY SUPPLIES						0		0
5440-2104-0000 DATA PROCESSING SUPPLIES				0		0		0
5440-2106-0000 SOFTWARE SUBSCRIPTIONS				3,600		3,600		3,600
5440-2203-0000 MEDICAL SUPPLIES		0		0		0		0
5440-2204-0000 MOTOR VEHICLE FUEL	23,367	29,400	20,000	34,600		34,600	(10,000)	24,600
5440-2205-0000 JANITORIAL SUPPLIES	1,633	3,000	2,000	3,000		3,000		3,000
5440-2208-0000 PHOTOGRAPHIC SUPPLIES				0		0		0
5440-2209-0000 UNIFORMS	36,276	39,800	44,000	45,400		45,400		45,400
5440-2220-0000 LAUNDRY AND CLEANING		5,100	4,500	6,000		6,000		6,000
5440-2222-0000 FOODS		0		0		0		0
5440-2230-0000 FIELD SUPPLIES		0		0		0		0
5440-2240-0000 FIRE PREVENTION PROGRAM	5,770	6,300	6,000	3,300		3,300		3,300
5440-2301-0000 BUILDINGS/GROUNDS SUP.	1,305	700	1,100	700		700		700
5440-2312-0000 MOTOR VEHICLE SUPPLIES	7,978	8,900	8,000	12,400		12,400		12,400
5440-2315-0000 FIRE FIGHTING EQPT.	6,241	10,000	8,000	10,600		10,600		10,600
5440-2401-0000 MINOR TOOLS & EQPT.	3,283	5,800	3,000	1,800		1,800		1,800
5440-2402-0000 FURNITURE & FIXTURE				800		800		800
5440-2403-0000 COMPUTER HARD. & SOFT.				0		0		0
5440-2441-0000 SAFETY EQUIPMENT		3,800	4,100	8,000		8,000		8,000
5440-2501-0000 COMMUNITY RELATIONS	3,019	2,100	1,500	2,100		2,100		2,100
5440-2601-0000 AMBULANCE SUPPLIES	25,448	27,800	32,800	25,900		25,900		25,900
Supplies								
TOTAL MATERIALS & SUPPLIES	119,079	148,600	140,500	163,400	-	163,400	(10,000)	153,400
CONTRACTUAL SERVICES								
5440-3102-0000 CONSULTANT SERVICES	73,168	36,600	36,600	36,600		36,600		36,600
5440-3104-0000 MED. SERVICES/PREEMPLOYMENT	13,508	19,400	10,000	14,600		14,600		14,600
5440-3111-0000 SOFTWARE MAINTENANCE	32,762					0		0
5440-3199-0000 CONTRACT LABOR	26,098	28,000	26,400	28,000		28,000		28,000
5440-3202-0000 POSTAGE & FREIGHT	586	500	900	800		800		800
5440-3203-0000 TRAVEL AND TRAINING	14,854	33,000	28,000	32,500		32,500		32,500
5440-3301-0000 AD. AND PUBLIC NOTICES		0		0		0		0
5440-3302-0000 PRINTING AND BINDING	155	800	1,500	800		800		800
5440-3405-0000 WORKERS COMPENSATION	23,352	20,500	19,700	27,200		27,200		27,200
5440-3407-0000 UNEMPLOYMENT		0		0		0		0
5440-3501-0000 ELECTRICITY	48,703	46,200	52,200	54,300		54,300		54,300
5440-3502-0000 GAS	5,070	5,400	6,000	7,100		7,100		7,100
5440-3601-0000 BUILDING/STRUCTURE IMPVTS	1,533	1,500	1,000	1,500		1,500		1,500
5440-3604-0000 MOTOR VEHICLE REPAIRS	12,898	19,600	15,000	16,500		16,500		16,500
5440-3608-0000 RADIO & RADAR R & M	2,447	5,300	5,300	4,200		4,200		4,200
5440-3613-0000 PUBLIC SAFETY EQPT. R & M	12,169	29,600	25,000	24,300		24,300		24,300
5440-3702-0000 RENTAL OFFICE EQPT.	5,985	6,100	6,100	6,100		6,100		6,100
5440-3703-0000 BACKPACKS/RADIOS	4,933	4,000	5,200	13,100		13,100		13,100

City of Murphy FY 2014 Amended Budget								
	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Requested	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
FIRE								
5440-3901-0000 DUES & MEMBERSHIP	7,692	5,000	7,000	6,300		6,300		6,300
5440-3906-0000 WRECKER FEES				0		0		0
5440-3907-0000 DEMOLITION OF BUIDINGS						0		0
5440-3914-0000 PENSION CONTRIBUTION				0		0		0
5440-3916-0000 OPERATIONS AND SAFETY PRO						0		0
5440-3919-0000 AMBULANCE SERVICE						0		0
5440-3920-0000 AMBULANCE BILLING FEES	11,039	10,000	8,900	10,000		10,000		10,000
5440-3970-0000 DONATION EXPENSE						0		0
Contractual						0		0
TOTAL CONTRACTUAL SERVICES	296,952	271,500	254,800	283,900	-	283,900	-	283,900
CAPITAL OUTLAY								
5440-4301-0000 FURN FIX OFF EQUIPMENT	4,479			500		500		500
5440-4303-0000 MOTOR VEHICLES	69,172	7,500	6,000	90,000		90,000		90,000
5440-4305-0000 SPECIAL EQUIPMENT	76,445	51,000	51,000	63,000		63,000		63,000
5440-4307-0000 RADIO & RADAR EQPT.						-		0
5440-4310-0000 EMERGENCY MANAGEMENT EQUIP						-		0
5440-4390-0000 Computer Hardware	5,000			2,000		2,000		2,000
Capital								0
TOTAL CAPITAL OUTLAY	155,096	58,500	57,000	155,500	-	155,500	-	155,500
SUBTOTAL (END-USER BUDGETED LINE ITEMS)	683,003	598,400	556,300	685,700	-	685,700	(10,000)	675,700
TOTAL FIRE	2,244,528	2,343,200	2,269,400	2,633,500	-	2,633,500	(10,000)	2,623,500

**City of Murphy
FY 2014 Amended Budget**

	FY10	FY11	FY12	FY13	FY13	FY14	FY14	FY14	FY14	FY14
	Actual	Actual	Actual	Budget	Projected	Requested	Adjustment	Amended	Adjustment	Amended
POLICE										
PERSONNEL SERVICES										
5460-1001-0000 SALARIES	1,536,975	1,582,282	1,682,505	1,805,000	1,798,500	1,934,000		1,934,000		1,934,000
5460-1005-0000 OVERTIME	71,296	76,962	50,940	82,500	78,100	82,000		82,000		82,000
5460-1006-0000 LONGEVITY	7,100	7,983	8,328	10,600	9,200	11,000		11,000		11,000
5460-1007-0000 PART TIME	25,075	30,968	31,020	38,000	31,400	36,400		36,400		36,400
5460-1008-0000 STEP OVERTIME								0		0
5460-1009-0000 TMRS	172,696	193,933	193,777	210,000	208,500	221,000		221,000		221,000
5460-1011-0000 SOCIAL SECURITY	24,437	27,245	26,888	31,700	30,200	33,300		33,300		33,300
5460-1012-0000 GROUP INSURANCE	292,239	286,735	273,670	287,000	269,900	349,000		349,000		349,000
5460-1016-0000 CERTIFICATIONS	15,475	14,500	18,750	19,000	18,800	21,600		21,600		21,600
5460-1018-0000 AUTO ALLOWANCE	6,550	6,050	7,800	7,800	7,800	7,800		7,800		7,800
Personnel								0		0
TOTAL PERSONNEL SERVICES	2,151,844	2,226,658	2,293,678	2,491,600	2,452,400	2,696,100	-	2,696,100	-	2,696,100
MATERIALS & SUPPLIES										
5460-2101-0000 GENERAL OFFICE SUPPLIES	2,931	3,643	3,699	3,600	3,200	3,600		3,600		3,600
5460-2102-0000 MAGAZINES/MAPS/BOOKS	376	1,124	687	1,600	500	1,600		1,600		1,600
5460-2104-0000 DATA PROCESSING SUPPLIES	942	431	500	1,200	800	1,200		1,200		1,200
5460-2106-0000 SOFTWARE SUBSCRIPTIONS	30,124			0		0		0		0
5460-2202-0000 DENTENTION SUPPLIES				0		0		0		0
5460-2203-0000 MEDICAL SUPPLIES	899	857	235	2,100	500	2,100		2,100		2,100
5460-2204-0000 MOTOR VEHICLE FUEL	49,459	69,462	67,981	82,900	77,000	82,900		82,900	(12,000)	70,900
5460-2209-0000 UNIFORMS	6,929	15,956	12,434	22,300	16,000	22,300		22,300		22,300
5460-2220-0000 DRY CLEANING	2,137	2,839	3,557	4,000	3,500	4,300		4,300		4,300
5460-2221-0000 AMMUNITION/SUPPLIES	3,383	3,322	723	5,900	5,900	8,000		8,000		8,000
5460-2222-0000 FOODS		365	0					0		0
5460-2232-0000 SIGNS AND MARKERS	6			0		0		0		0
5460-2312-0000 MOTOR VEHICLE SUPPLIES	945	6,664	1,453	2,100	1,000	2,100		2,100		2,100
5460-2319-0000 ALARM MAINTENANCE				0		0		0		0
5460-2401-0000 MINOR TOOLS & EQPT.	5,768	11,541	8,150	10,300	12,000	14,000		14,000		14,000
5460-2403-0000 COMPUTER HARD. & SOFT.				0		0		0		0
5460-2404-0000 FURNITURE & FIXTURE		358	0					0		0
5460-2441-0000 SAFETY EQUIPMENT	2,839	4,091	2,390	5,000	4,500	5,000		5,000		5,000
Supplies								0		0
TOTAL MATERIALS & SUPPLIES	106,738	120,654	101,809	141,000	124,900	147,100	-	147,100	(12,000)	135,100
CONTRACTUAL SERVICES										
5460-3102-0000 CONSULTANT SERVICES	3,200	1,370	3,200	1,200	2,000	3,200		3,200		3,200
5460-3103-0000 LEGAL SERVICES								0		0
5460-3104-0000 MED. SERVICES/PREEMPLOY	7,803	10,863	7,769	12,100	12,100	13,100		13,100		13,100
5460-3106-0000 DATA PROCESSING	4,398	29	0	3,200	500	1,100		1,100		1,100
5460-3108-0000 RECORDING FEES		1,428	0					0		0
5460-3111-0000 SOFTWARE MAINTENANCE		57,820	43,872	0	9,500	0		0		0
5460-3199-0000 CONTRACT LABOR		17,057	26,098	28,000	26,500	29,000		29,000		29,000
5460-3201-0000 TELEPHONE EXPENSES	839	699	709	800	800	900		900		900
5460-3202-0000 POSTAGE & FREIGHT	745	646	910	1,100	800	1,100		1,100		1,100
5460-3203-0000 TRAVEL AND TRAINING	17,841	14,217	19,387	17,600	17,600	17,000		17,000		17,000
5460-3204-0000 TCLEOSE TRAINING	1,710	1,623	105	0	100	0		0		0
5460-3220-0000 POLICE EXPLORERS EXPENSE		775	0	1,000	1,000	0		0		0
5460-3302-0000 PRINTING AND REPRODUCTION	3,477	5,467	3,025	4,500	3,500	4,500		4,500		4,500
5460-3405-0000 WORKERS COMPENSATION	43,788	24,128	29,663	27,300	26,500	38,200		38,200		38,200
5460-3407-0000 UNEMPLOYMENT	9,873	7,858	0					0		0
5460-3409-0000 EMPLOYEE REWARDS & REC		1,205	1,227	2,500	1,500	2,800		2,800		2,800
5460-3501-0000 ELECTRICTY	76,629	41,929	43,137	55,200	46,200	49,500		49,500		49,500
5460-3502-0000 GAS	6,504	5,626	4,820	4,700	5,200	6,200		6,200		6,200
5460-3601-0000 BUILDING & GROUND CONTRACT	0	6,090	1,199	8,800	8,800	4,400		4,400		4,400
5460-3603-0000 OFFICE EQPT. REPAIRS	18,852	438	0	4,500	3,000	9,700		9,700		9,700
5460-3604-0000 MOTOR VEHICLE REPAIRS	28,970	21,501	21,887	22,500	25,000	27,000		27,000		27,000
5460-3608-0000 RADIO & RADAR R & M	10,529	1,180	2,510	4,000	10,000	1,500		1,500		1,500
5460-3702-0000 RENTAL OFFICE EQPT.	11,712	2,334	5,985	6,100	6,000	6,100		6,100		6,100
5460-3703-0000 CELL/PAGERS/RADIOS	13,727	10,995	12,698	12,800	15,600	13,100		13,100		13,100
5460-3710-0000 OTHER RENTAL	300	300	300	300	300	300		300		300
5460-3901-0000 DUES & MEMBERSHIP	448	1,042	1,144	1,400	1,000	1,200		1,200		1,200
5460-3905-0000 COMMUNITY RELATIONS		2,754	692	500	400	4,500		4,500		4,500
5460-3913-0000 SPECIAL INVESTIGATIONS	10,470	10,731	10,475	19,300	15,000	21,100		21,100		21,100
5460-3950-0000 COMMUNICATIONS	0	2,145	488	1,300	1,000	1,300		1,300		1,300
5460-3970-0000 DONATION EXPENSE	1,444	356	31	0	400	0		0		0
Contractual								-		-
TOTAL CONTRACTUAL SERVICES	273,258	252,607	241,331	240,700	240,300	256,800	-	256,800	-	256,800
CAPITAL OUTLAY										
5460-4303-0000 MOTOR VEHICLES	209,533	93,609	3,495	125,000	125,000	130,000		130,000		130,000

**City of Murphy
FY 2014 Amended Budget**

	FY10	FY11	FY12	FY13	FY13	FY14	FY14	FY14	FY14	FY14
	Actual	Actual	Actual	Budget	Projected	Requested	Adjustment	Amended	Adjustment	Amended
POLICE										
5460-4304-0000 MOBILE EQUIPMENT				0	9,500	0		0		0
5460-4307-0000 RADIO/RADAR/CAMERAS		4,471	6,398	0		0		0		0
5460-4310-0000 EMERGENCY MGT EQUIPMENT			2,777					0		0
5460-4321-0000 SOFTWARE APPLICATIONS	7,500		8,014	2,500	9,000	0		0		0
5460-4390-0000 COMPUTERS			1,990	2,500	12,000	0		0		0
5460-4398-0000 MISC. POLICE SAFETY EQUIP.						0		0		0
5460-4399-0000 MISC. EQUIP.		11,491	53,087	1,000	700	4,000		4,000		4,000
Capital						-				
TOTAL CAPITAL OUTLAY	217,033	109,572	75,761	131,000	156,200	134,000	-	134,000	-	134,000
DEBT SERVICE										
5460-5001-0000 PRINCIPAL								0		0
5460-5002-0000 INTEREST	54,813					0		0		0
TOTAL DEBT SERVICE	54,813	-	-	-	-	-	-	-	-	-
SUBTOTAL (END-USER BUDGETED LINE ITEMS)	723,137	559,795	469,841	595,200	599,500	619,900	-	619,900	(12,000)	607,900
TOTAL POLICE	2,803,685	2,709,491	2,712,579	3,004,300	2,973,800	3,234,000	-	3,234,000	(12,000)	3,222,000

City of Murphy FY 2014 Amended Budget								
	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Budget	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
ANIMAL CONTROL								
PERSONNEL SERVICES								
5465-1001-0000 SALARIES	36,383	74,300	64,300	74,200		74,200		74,200
5465-1005-0000 OVERTIME	2,549	1,700	3,900	2,000		2,000		2,000
5465-1006-0000 LONGEVITY	148	200	200	400		400		400
5465-1009-0000 TMRS	4,329	8,500	7,700	8,400		8,400		8,400
5465-1011-0000 SOCIAL SECURITY	571	1,200	2,100	1,300		1,300		1,300
5465-1012-0000 GROUP INSURANCE	6,273	18,300	11,700	16,900		16,900		16,900
5465-1016-0000 CERTIFICATION		300	-	300		300		300
TOTAL PERSONNEL SERVICES	50,253	104,500	89,900	103,500	-	103,500	-	103,500
MATERIALS & SUPPLIES								
5465-2101-0000 GENERAL OFFICE SUPPLIES	138	400	400	500		500		500
5465-2108-0000 ANIMAL SUPPLIES	1,583	1,900	1,000	1,900		1,900		1,900
5465-2203-0000 MEDICAL SUPPLIES	615	1,600	1,600	1,600		1,600		1,600
5465-2204-0000 MOTOR VEHICLE FUEL	2,311	3,900	3,100	4,000		4,000		4,000
5465-2205-0000 JANITORIAL SUPPLIES	655	700	400	1,000		1,000		1,000
5465-2209-0000 UNIFORMS	257	1,200	1,200	1,200		1,200		1,200
5465-2312-0000 MOTOR VEHICLE SUPPLIES		400	200	500		500		500
5465-2401-0000 MINOR TOOLS & EQPT.	298	600	500	1,300		1,300		1,300
TOTAL MATERIALS & SUPPLIES	5,857	10,700	8,400	12,000	-	12,000	-	12,000
CONTRACTUAL SERVICES								
5465-3102-0000 CONSULTANT SERVICES	1,980	2,100	5,000	3,500		3,500		3,500
5465-3104-0000 MEDICAL SERVICES	-	300	-	300		300		300
5465-3111-0000 SOFTWARE MAINTENANCE	595			-		-		-
5465-3114-0000 LABORATORY TESTING	229	500	100	400		400		400
5465-3202-0000 POSTAGE & FREIGHT	665	800	800	1,000		1,000		1,000
5465-3203-0000 TRAVEL AND TRAINING		1,300	1,300	1,300		1,300		1,300
5465-3302-0000 PRINTING/REPRODUCTION	536	500	300	600		600		600
5465-3405-0000 WORKERS COMPENSATION	942	900	1,300	2,100		2,100		2,100
5465-3604-0000 MOTOR VEHICLE REPAIRS	772	1,600	500	1,600		1,600		1,600
5465-3703-0000 CELL/PAGERS/RADIOS	360	4,300	4,000	1,200		1,200		1,200
5465-3901-0000 DUES & MEMBERSHIP		500	300	300		300		300
TOTAL CONTRACTUAL SERVICES	6,079	12,800	13,600	12,300	-	12,300	-	12,300
CAPITAL OUTLAY								
10-5465-4201-0000 BLDGS & GROUNDS		500,000	500,000		811,000	811,000	5,000	816,000
TOTAL CAPITAL OUTLAY	-	500,000	500,000	-	811,000	811,000	5,000	816,000
SUBTOTAL (END-USER BUDGETED LINE ITEMS)	14,485	525,200	525,900	26,300	811,000	837,300	5,000	842,300
TOTAL ANIMAL CONTROL	62,189	628,000	611,900	127,800	811,000	938,800	5,000	943,800

**City of Murphy
FY 2014 Amended Budget**

	FY12	FY13	FY13	FY14	FY14	FY14	FY14	FY14
	Actual	Budget	Projected	Requested	Adjustment	Amended	Adjustment	Amended
SOLID WASTE								
CONTRACTUAL SERVICES								
5000-3203-0000 TRAVEL AND TRAINING	0			0		0		0
5500-3960-0000 CONTRACT DISPOSAL FEES	675,918	701,200	699,000	708,500		708,500	15,000	723,500
TOTAL CONTRACTUAL SERVICES	675,918	701,200	699,000	708,500	0	708,500	15,000	723,500
TOTAL WASTE MANAGEMENT	675,918	701,200	699,000	708,500	0	708,500	15,000	723,500

**City of Murphy
Animal Shelter
FY 2014 Amended Budget**

	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Budget	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
BEGINNING FUND BALANCE								
15- ANIMAL SHELTER								
REVENUES								
OTHER REVENUE								
4000-4360-0000 ANIMAL CONTROL DONATIONS							6,900	6,900
TOTAL OTHER REVENUE	-	-	-	-	-	-	6,900	6,900
TOTAL REVENUES						-	6,900	6,900
EXPENDITURES								
MATERIALS & SUPPLIES								
5000-2108-0000 ANIMAL SUPPLIES							900	900
TOTAL MATERIALS & SUPPLIES	-	-					900	900
TOTAL EXPENDITURES							900	900
(UNDER) EXPENDITURES & OTHER (USES)							6,000	6,000
ENDING FUND BALANCE							6,000	6,000

**City of Murphy
Cable Peg
FY 2014 Amended Budget**

	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Budget	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
BEGINNING FUND BALANCE								
17 - CABLE PEG								
REVENUES								
FRANCHISE TAXES								
4000-4111-0000 CABLE TV							12,800	12,800
TOTAL FRANCHISE TAXES	-	-	-	-	-	-	12,800	12,800
TOTAL REVENUES						-	12,800	12,800
EXPENDITURES								
CONTRACTUAL SERVICES								
TOTAL CONTRACTUAL SERVICES	-	-					0	0
TOTAL EXPENDITURES							-	-
(UNDER) EXPENDITURES & OTHER (USES)							12,800	12,800
ENDING FUND BALANCE							12,800	12,800

**City of Murphy
Capital Improvement Fund
FY2014 Amended Budget**

	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Requested	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
BEGINNING FUND BALANCE	434,918	435,418	435,481	286,081	220,060	506,141		506,141
30 - CAPITAL IMPROVEMENT FUND								
REVENUES								
OTHER REVENUE								
4000-4300-0000 MISCELLANEOUS REVENUE								
4000-4305-0000 INTEREST INCOME	653	400	600	400		400		400
TOTAL OTHER REVENUE	653	400	600	400	-	400	-	400
TOTAL REVENUES	653	400	600	400	-	400	-	400
CAPITAL IMPROVEMENT FND								
CONTRACTUAL SERVICES								
5000-3105-0000 ENGINEERING SERVICES	-							
5000-3115-0000 BANK SERVICES CHARGES	90							
5000-3302-0000 PRINTING AND BINDING								
TOTAL CONTRACTUAL SERVICES	90	-	-	-				
CAPITAL OUTLAY								
5000-4209-0000 SIDEWALKS	-							
5000-4601-1017 GABLES PARK								
5000-4601-1022 NORTH MURPHY RD PROJECT								
5000-4601-0000 CITY COMPLEX	-	204,600	150,000	55,000		55,000	215,000	270,000
TOTAL CAPITAL OUTLAY	-	204,600	150,000	55,000	-	55,000	215,000	270,000
TOTAL EXPENDITURES	90	204,600	150,000	55,000	-	55,000	215,000	270,000
REVENUE OVER/(UNDER) EXPENDITURES	563	(204,200)	(149,400)	(54,600)	-	(54,600)	(215,000)	(269,600)
FUND BALANCE	435,481	231,218	286,081	231,481	220,060	451,541	(215,000)	236,541

EXHIBIT A

**City of Murphy
4-B Sales Tax Fund
Proposed FY 2014 Budget**

	FY10 Actual	FY11 Actual	FY12 Actual	FY13 Budget	FY13 Projected	FY14 Budget	FY14 Adjustment	FY14 Amended	FY14 Adjustment	FY14 Amended
34 -4 B SALES TAX FUND										
REVENUES										
NON-PROPERTY TAXES										
4000-4060-0000 4 B SALES TAX	432,080	470,568	516,809	575,000	587,000	862,000		862,000		862,000
TOTAL NON-PROPERTY TAXES	432,080	470,568	516,809	575,000	587,000	862,000	-	862,000	-	862,000
OTHER REVENUE										
4000-4305-0000 INTEREST INCOME	1,509	1,329	1,303	1,000	1,000	1,000		1,000		1,000
TOTAL OTHER REVENUE	1,509	1,329	1,303	1,000	1,000	1,000	-	1,000	-	1,000
TOTAL REVENUES	433,589	471,897	518,111	576,000	588,000	863,000	-	863,000	-	863,000
34 -4 B SALES TAX FUND										
PERSONNEL SERVICES										
5000-1001-0000 SALARIES	31,026	38,742	42,917	-	-	-	-	-	-	-
5000-1005-0000 OVERTIME	-	418	767	-	-	-	-	-	-	-
5000-1006-0000 LONGEVITY	16	36	(2)	-	-	-	-	-	-	-
5000-1009-0000 TMRS	3,227	4,552	4,822	-	-	-	-	-	-	-
5000-1011-0000 SOCIAL SECURITY	397	558	636	-	-	-	-	-	-	-
5000-1012-0000 GROUP INSURANCE	4,997	7,131	2,377	-	-	-	-	-	-	-
TOTAL PERSONNEL SERVICES	39,662	51,437	51,516	-	-	-	-	-	-	-
MATERIALS & SUPPLIES										
5000-2101-0000 GENERAL OFFICE SUPPLIES	-	274	306	500	500	500	-	500	-	500
5000-2102-0000 MAGAZINES/MAPS/BOOKS	-	-	-	200	-	300	-	300	-	300
5000-2209-0000 UNIFORMS	-	16	-	800	-	800	-	800	-	800
5000-2401-0000 MINOR TOOLS & EQPT.	-	-	-	3,600	-	-	-	-	-	-
5000-2501-0000 COMMUNITY EVENTS	-	-	-	-	-	192,000	-	192,000	-	192,000
TOTAL MATERIALS & SUPPLIES	-	290	306	5,100	500	193,600	-	193,600	-	193,600
CONTRACTUAL SERVICES										
5000-3101-0000 AUDITING AND ACCOUNTING	1,000	1,200	1,500	1,500	1,500	2,000	-	2,000	-	2,000
5000-3102-0000 CONSULTANT SERVICES	725	500	-	-	-	-	-	-	-	-
5000-3102-1160 CONSULTANT - MUNICIPAL COMP	12,000	-	-	-	-	-	-	-	-	-
5000-3103-0000 LEGAL SERVICES	752	4,402	56	1,000	-	1,000	-	1,000	-	1,000
5000-3112-0000 ISSUANCE COSTS	-	31,932	15,863	-	13,400	-	-	-	-	-
5000-3202-0000 POSTAGE & FREIGHT	-	1,188	-	100	-	100	-	100	-	100
5000-3203-0000 TRAVEL AND TRAINING	1,785	-	1,136	5,000	-	5,000	-	5,000	-	5,000
5000-3301-0000 AD. AND PUBLIC NOTICES	579	-	-	1,000	-	1,000	-	1,000	-	1,000
5000-3302-0000 PRINTING AND BINDING	-	-	-	200	-	200	-	200	-	200
5000-3405-0000 WORKERS COMPENSATION	12	54	126	-	-	-	-	-	-	-
5000-3703-0000 CELL/PAGERS/RADIOS	313	478	546	-	500	-	-	-	-	-
5000-3704-0000 UNEMPLOYMENT INS.	-	715	-	-	-	-	-	-	-	-
5000-3901-0000 DUES & MEMBERSHIP	950	-	-	1,200	500	500	-	500	-	500
5000-3910-0000 ADMINISTRATIVE COSTS	25,000	25,000	25,000	79,700	79,700	86,600	-	86,600	-	86,600
5000-3998-0000 UNEXPENDED PROMOTIONAL EX	-	9,924	-	-	-	-	-	-	15,436	15,436
5000-3999-0000 PROMOTIONAL EXPENSE	87,490	45,250	49,762	57,500	57,000	85,000	-	85,000	-	85,000
TOTAL CONTRACTUAL SERVICES	130,605	120,642	93,990	147,200	152,600	181,400	-	181,400	15,436	196,836
CAPITAL OUTLAY										
5000-4209-0000 SIDEWALKS	-	-	-	-	-	25,000	-	25,000	-	25,000
5000-4303-0000 MOTOR VEHICLES	-	-	-	-	-	22,000	-	22,000	-	22,000
5000-4304-0000 EQUIPMENT	-	-	-	140,400	140,400	11,500	-	11,500	-	11,500
5000-4305-0000 SPECIAL EQUIPMENT	29,215	55,554	235,151	50,000	60,300	13,300	-	13,300	-	13,300
5000-4305-5000 SPECIAL EQUIPMENT - ATHLETIC	-	1,647	12,359	-	-	-	-	-	-	-
5000-4308-0000 RECREATION EQPT.	3,098	34,030	-	-	-	-	-	-	-	-
5000-4390-0000 COMPUTER HARDWARE	-	982	-	-	-	-	-	-	-	-
5000-4601-0000 PARK IMPROVEMENTS	-	-	-	-	-	20,000	-	20,000	-	20,000
5000-4601-1400 COMMUNITY CENTER	-	-	139,660	-	44,500	-	-	-	-	-
5000-4601-1XXX MUNICIPAL COMPLEX PARK	-	-	-	300,000	300,000	-	-	-	-	-
TOTAL CAPITAL OUTLAY	32,313	92,213	387,170	490,400	545,200	91,800	-	91,800	-	91,800
DEBT SERVICE										
5000-5001-0000 PRINCIPAL	-	-	120,000	460,000	460,000	305,000	-	305,000	-	305,000
5000-5002-0000 INTEREST	-	8,874	12,168	54,600	26,200	23,500	-	23,500	-	23,500
TOTAL DEBT SERVICE	-	8,874	132,168	514,600	486,200	328,500	-	328,500	-	328,500
TOTAL EXPENDITURES	202,581	273,457	665,148	1,157,300	1,184,500	795,300	-	795,300	15,436	810,736
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	231,009	198,440	(147,037)	(581,300)	(596,500)	67,700	-	67,700	(15,436)	52,264
BEGINNING FUND BALANCE 10-01	569,798	800,807	999,246	762,096	852,209	255,709	97,210	352,919		352,919
Prior Period Adjustment										
ENDING FUND BALANCE 09-30	800,807	999,246	852,209	180,796	255,709	323,409	97,210	420,619	(15,436)	405,183

[Back to Agenda](#)

EXHIBIT A

City of Murphy
Murphy Municipal Development District
FY 2014 Amended Budget

	FY12	FY13	FY13	FY14	FY14	FY14	FY14	FY14
	Actual	Budget	Projected	Budget	Adjustment	Amended	Adjustment	Amended
MDD								
REVENUES								
NON-PROPERTY TAXES								
4000-4060-0000 SALES TAX	257,038	575,000	587,000	862,000		862,000		862,000
TOTAL NON-PROPERTY TAXES	257,038	575,000	587,000	862,000	-	862,000	-	862,000
OTHER REVENUE								
4000-4305-0000 INTEREST INCOME	742	400	500	500		500		500
4000-4330-0000 MISC INCOME	20,000					-		-
Tax Notes					850,000	850,000		850,000
TOTAL OTHER REVENUE	20,742	400	500	500	850,000	850,500	-	850,500
38-9000-0000-0000 TRANSFER	907,638							
TOTAL REVENUES	1,185,418	575,400	587,500	862,500	850,000	1,712,500	-	1,712,500
EXPENDITURES								
CONTRACTUAL SERVICES								
5000-3101-0000 AUDITING AND ACCOUNTING	-	2,500	2,500	3,000	-	3,000	-	3,000
5000-3102-0000 CONSULTANT SERVICES	-	-	-	-	32,000	32,000	-	32,000
5000-3103-0000 LEGAL SERVICES	1,204	2,500	5,000	4,000	-	4,000	-	4,000
5000-3105-0000 ENGINEERING SERVICES	-	-	-	-	8,500	8,500	-	8,500
5000-3112-0000 ISSUANCE COSTS	-	-	-	-	21,600	21,600	-	21,600
5000-3115-0000 BANK CHARGES	3	-	-	-	-	-	-	-
5000-3203-0000 TRAVEL AND TRAINING	-	5,000	-	5,000	-	5,000	-	5,000
5000-3301-0000 AD. AND PUBLIC NOTICES	-	1,000	-	1,000	-	1,000	-	1,000
5000-3901-0000 DUES & MEMBERSHIP	-	-	-	-	500	500	-	500
5000-3910-0000 ADMINISTRATIVE COSTS	147,802	206,700	206,700	189,800	-	189,800	-	189,800
5000-3996-0000 MURPHY MARKETPLACE INC	-	-	-	-	110,000	110,000	-	110,000
5000-3998-0000 UNEXPENDED PROMOTIONAL E:	-	-	-	-	-	-	9,546	9,546
5000-3999-0000 PROMOTIONAL EXPENSE	-	25,000	25,000	25,000	-	25,000	-	25,000
TOTAL CONTRACTUAL SERVICES	149,009	242,700	239,200	227,800	172,600	400,400	9,546	409,946
CAPITAL OUTLAY								
5000-4305-0000 SPECIAL EQUIPMENT	-	-	-	-	1,000	1,000	-	1,000
5000-4601-1XXX MUNICIPAL COMPLEX PARK	-	-	-	-	850,000	850,000	-	850,000
TOTAL CAPITAL OUTLAY	-	-	-	-	851,000	851,000	-	851,000
DEBT SERVICE								
5000-5001-0000 PRINCIPAL	-	-	-	-	120,000	120,000	-	120,000
5000-5002-0000 INTEREST	-	-	-	-	8,700	8,700	-	8,700
TOTAL DEBT SERVICE	-	-	-	-	128,700	128,700	-	128,700
TOTAL EXPENDITURES	149,009	242,700	239,200	227,800	1,152,300	1,380,100	9,546	1,389,646
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	1,036,409	332,700	348,300	634,700	(302,300)	332,400	(9,546)	322,854
BEGINNING FUND BALANCE 10-01		1,130,800	1,036,409	1,384,709	(512,942)	871,767		871,767
ENDING FUND BALANCE 09-30	1,036,409	1,463,500	1,384,709	2,019,409	(815,242)	1,204,167	(9,546)	1,194,621

City Council
December 2, 2014

Issue

Hold a public hearing to discuss the application of Tiger Food, Inc. requesting a variance specifically to exterior construction standards (Section 28-131) and consider and/or act on the application of Tiger Food, Inc. requesting approval of a site plan, landscape plan, building elevations and construction plat for a PDQ restaurant at 104 E. FM 544.

Summary

The applicant submitted a site plan, building elevation plans, landscape plans, and construction plat for approval that would allow for development of PDQ restaurant with a drive-thru and patio at 104 E. FM544.

PDQ is a fast casual restaurant with 33 locations throughout Atlanta, Georgia, Florida, North Carolina, South Carolina and one store in Frisco, Texas. Murphy would be the second PDQ location in Texas.

- The facility would be one story, approximately 3,600 square foot PDQ restaurant with a drive-thru and patio.
- The property is zoned R-Retail.
- The proposed restaurant with drive through is a permitted use by right in this zoning district and no rezoning is proposed.

Considerations

Current Use

The site is currently a Qwik Stop gas station with a convenience store and drive thru. There is an existing driveway connection off of Murphy Road and a second driveway connection and access easement to the property to the east. These driveway connections will remain with the redevelopment. Demolition of the existing gas station, convenience store and associated parking lot pavement, including the removal of the existing underground tanks, will occur with this redevelopment.

Site Plan

The proposed site plan has been reviewed by staff and meets the requirements including:

Parking – The parking ratio as specified in Section 86-706(17) of the City of Murphy Code of Ordinances is one parking space per 100 square feet of gross floor area (including indoor/outdoor play areas and patio dining areas). At this ratio, 40 parking spaces are required (which includes the approximate patio square footage) and 49 parking spaces are provided.

Height regulations - Maximum height regulations are as follows: three stories or 45 feet for the main building, except maximum height shall be 25 feet for any portion of a building that is located within 100 feet of a residential zoning district. This site plan shows a building height of 24 and is within the allowed height requirements.

Building Elevations Variance requested

The proposed building elevation has been included for consideration. Sample materials will be available at the Commission meeting for review.

- The applicant is requesting a variance to the minimum thickness of stone veneer as required in Section 28-131, Minimum exterior construction standards; which requires a minimum of three and five-eighths inches for stone veneer.
- Section 28-133 Variance Procedure states (*per Code for reference*):
 - The planning and zoning commission shall hold a public hearing on any request for a variation or exception to the standards provided by this article. The planning and zoning commission may not recommend a variation or exception unless the planning and zoning commission determines that the variation or exception will not substantially alter the intent of the standards established by this article.
- Typically stone/brick veneer is the generic name for cladding products that are cast using molds and colors to replicate natural stone. PDQ is not proposing a fake stone or mold, but rather a natural stone. This stone that PDQ is proposing to install will be roughly 1" to 2" thick.
- PDQ is asking for a variance to the thickness of this stone and its ability to provide a high quality look without structurally redesigning its building. They estimate this costing an estimated \$20,000 plus increased construction costs (much greater than the \$20,000 just quoted) and will be present to discuss with the Commission as needed.
- Sec. 28-131. - Minimum exterior construction standards (*per Code for reference*) Definitions. For the purpose of this section, the following definitions shall apply: Masonry construction shall include all construction of stone material, brick material, concrete masonry units, or concrete panel construction, which is composed of solid, cavity, faced, or veneered-wall construction. Synthetic masonry materials are prohibited. The standards for masonry construction types are listed below (*only 1 and 2 of 5 are noted*):
 - (1) Stone material. Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock, and other hard and durable naturally occurring all-weather stone. Cut stone and dimensioned stone techniques are acceptable. Synthetic stone is not acceptable. Stone veneer is acceptable with a minimum thickness of three and five-eighths inches.
 - (2) Brick material. Brick material used for masonry construction shall be hard fired (kiln fired) clay or slate material which meets the latest version of ASTM standard C216, Standard Specification for Facing Brick (Solid Masonry Unit Made of Clay or Shale), and shall be Severe Weather (SW) grade, and Type FBA or FBS or better. Unfired or underfired clay, sand, or shale brick are not allowed. Brick veneer is acceptable with a minimum thickness of three inches.

City Council
December 2, 2014

Landscape Plan

The proposed landscape and materials used have met requirement standards. The site has a number of mature trees that will remain and are noted on the Tree Preservation Plan as included with this item.

Construction Plat

The construction plat meets requirements.

Additional Considerations for Notation

Prior to any signage installation, the sign plans for the building and on the site will be submitted to Customer Service, go through standard staff review to ensure compliance with the Sign Ordinance and will be permitted separately after staff approved.

Board Discussion / Action

The Planning & Zoning Commission considered this item and passed the item 5-1, including the requested building material variance.

Staff Recommendation

Staff recommends approval of the site plan, landscape plan, building elevations, and construction plat as submitted with the variance considerations as noted in this agenda item.

Attachments

Site Plan Building

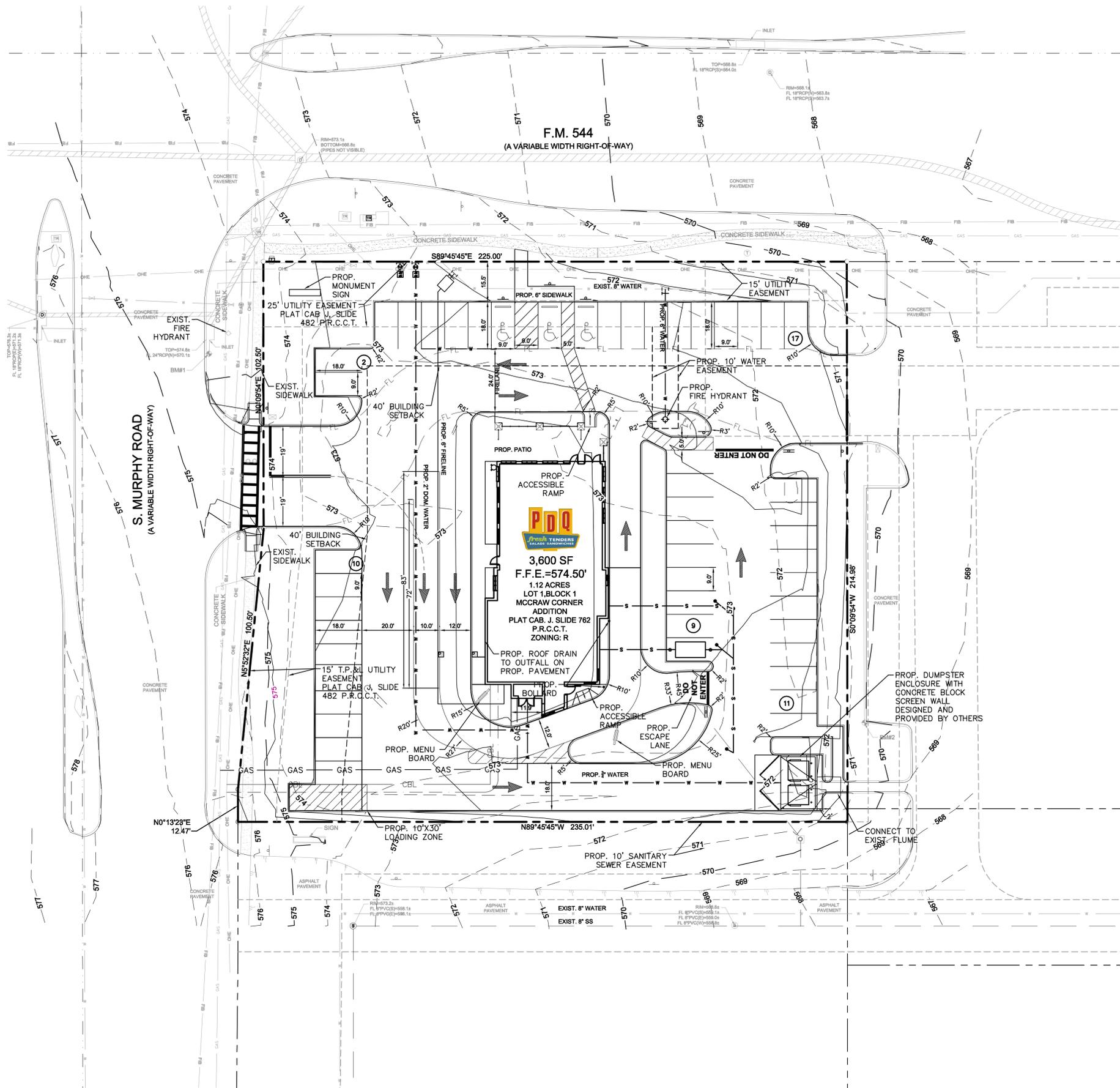
Elevations

Landscape Plan and Tree Preservation Plan

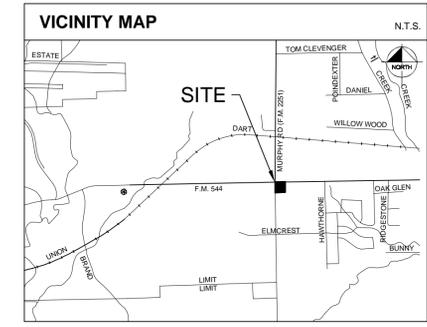
Construction Plat

Material Boards available

IMAGES XREFS DWG NAME LAST SAVED THIS DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



GRAPHIC SCALE IN FEET
0 10 20 40
SCALE: 1"=20' ON 24"x36"



LEGEND

---	FIRE LANE STRIPING	○	EX. TREE
---	PROPERTY LINE	○	EX. SANITARY SEWER MANHOLE
---	EASEMENT	○	SANITARY CLEANOUT
---	PROP. FIRE LINE	○	EX. LIGHT STANDARD
---	PARKING STALL COUNT	○	SIGN
---	PROP. WATER MAIN	○	EX. COMM. MANHOLE
---	PROP. SANITARY SEWER	○	EX. TRAFFIC LIGHT
---	EX. SANITARY SEWER	○	EX. MAILBOX
---	EX. WATER MAIN	○	EX. IRRIGATION VALVE
---	EX. STORM SEWER	○	EX. WATER METER
---	EX. GAS MAIN	○	EX. WATER VALVE
---	EX. OVERHEAD ELECTRIC	○	EX. POWER POLE
---	EX. FIBER OPTIC LINE	○	EX. STORM SEWER MANHOLE
---	EX. FRANCHISE UTILITY VAULT	○	

- LEGEND**
- BOUNDARY INFORMATION BASED ON ALTA SURVEY #863160 PREPARED BY CLARK R. SANDERSON RPLS # 4765, FEBRUARY 7, 2000.
 - EXISTING CONDITIONS AND EXISTING UTILITIES BASED ON FIELD OBSERVATIONS, AERIAL TOPOGRAPHY, AND RECORD DRAWINGS FROM THE CITY OF MURPHY.
 - ACCORDING TO MAP # 48085C04151, DATED JUNE 2, 2009 PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PROPERTY IS IN FLOOD ZONE X.
 - EXISTING BUILDING AND FUEL TANKS TO BE REMOVED WITH NEW DEVELOPMENT.
 - REFERENCE LANDSCAPE ARCHITECT PLAN BY BELLE FIRMA FOR TREE REMOVAL, TREE PROTECTION, AND NEW PLANTING INFORMATION.

SITE DATA TABLE

LOT/BLOCK	LOT 1, BLOCK 1
LAND AREA (ACRES)	1.12
ZONING	R- RETAIL
EXISTING USE	FUEL STATION & CONVENIENCE STORE
PROPOSED USE	RESTAURANT W/ DRIVE THRU
BUILDING AREA (SF)	3,600
BUILDING HEIGHT (FT)	24
SITE PARKING	
PARKING RATIO (FROM ZONING ORDINANCE)	1 SP./ 100 SF
REQUIRED PARKING (# SPACES)	36
PROVIDED PARKING (# SPACES)	49
ACCESSIBLE PARKING REQ'D (# SPACES)	2
ACCESSIBLE PARKING PROVIDED (# SPACES)	3
REQUIRED OFF-STREET LOADING (# REGULAR SPACES)	1
PROVIDED OFF-STREET LOADING (# REGULAR SPACES)	1

SITE PLAN
McCRAW CORNER ADDITION
LOT 1, BLOCK 1
1.12 ACRES SITUATED IN THE
HENRY MAXWELL SURVEY, ABSTRACT NO. 579
PLAT CAB J SLIDE 462 P.R.C.C.T.
CITY OF MURPHY, COLLIN COUNTY, TEXAS
DATE: NOVEMBER 6, 2014

Owner: Tiger Food, Inc. 104 E. FM Hwy 544 Murphy, Texas 75094 Tel. No. 469-212-2942 Contact: Fereh S. Jahved	Developer/Applicant: Palio Partners 8235 Douglas Avenue, Ste. 945 Dallas, Texas 75225 Tel. No. 214-561-6515 Fax No. 214-561-6565 Contact: Brendon Hollier	Architect: BDO Architects, LLP 100 South Ashby Drive, Suite 100 Tampa, Florida 33602 Tel. No. 813-323-9233 Contact: Mark H. Smith	Engineer: Kimley-Horn and Associates, Inc. 12750 Merit Drive, Suite 1000 Dallas, Texas 75251 Tel. No. 972-770-1300 Tel. No. 972-770-3620 Fax No. 972-770-3620 Contact: Sarah Scott, PE
--	--	--	--

NO.	REVISIONS	DATE	BY

Kimley»Horn
12750 MERIT DRIVE, SUITE 1000, DALLAS, TEXAS
TEXAS REGISTERED ENGINEERING FIRM # 628

Kimley»Horn
Professional Seal
Date: 11/18/2014
Not for construction or permit purposes

PROJECT NO:	068311501
DATE:	NOVEMBER 2014
SCALE:	AS SHOWN
DESIGNED BY:	SES
DRAWN BY:	JGM
CHECKED BY:	JRH

PDQ RESTAURANT
MURPHY ROAD AND F.M. HIGHWAY 544
CITY OF MURPHY, COLLIN COUNTY, TEXAS

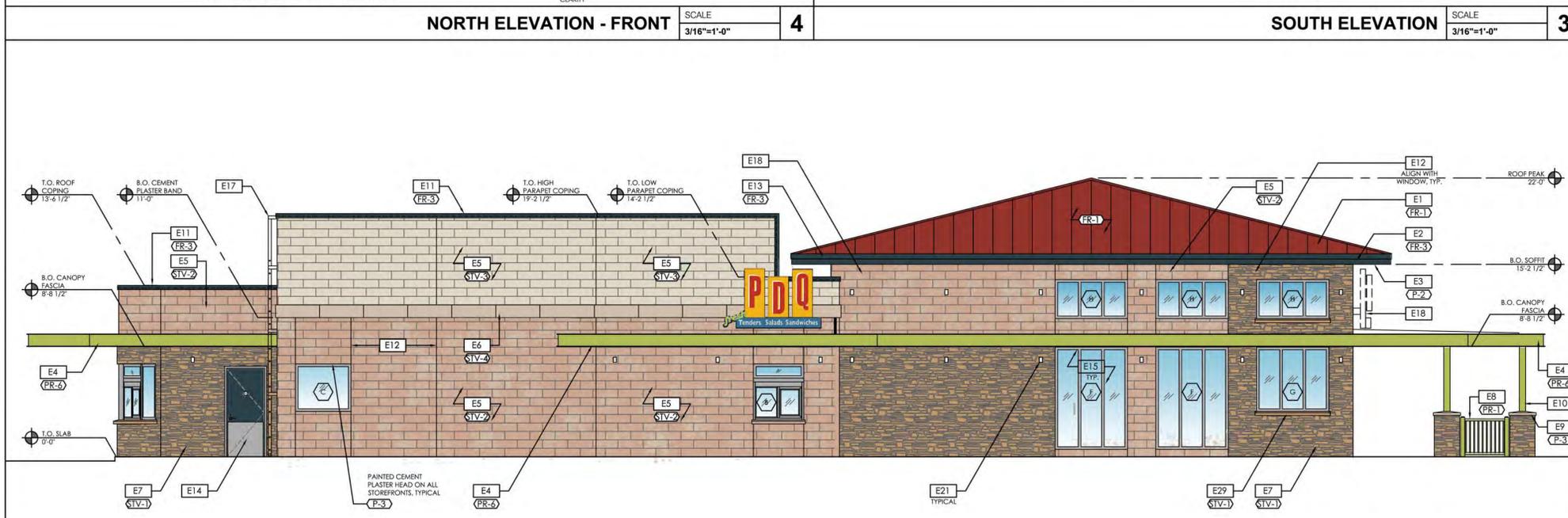
SITE PLAN
SHEET NUMBER
C-2



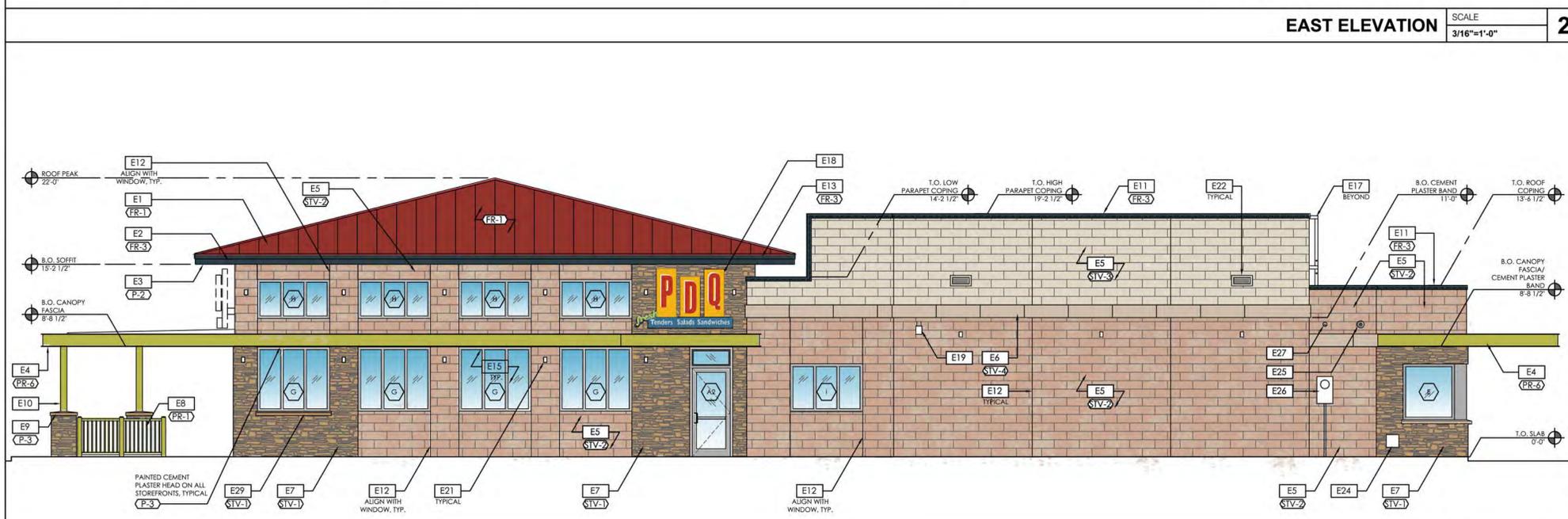
NORTH ELEVATION - FRONT SCALE 3/16"=1'-0" **4**



SOUTH ELEVATION SCALE 3/16"=1'-0" **3**



EAST ELEVATION SCALE 3/16"=1'-0" **2**



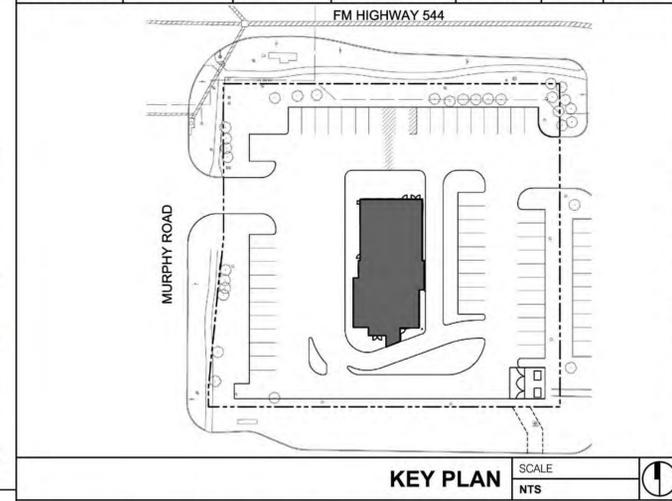
WEST ELEVATION SCALE 3/16"=1'-0" **1**

- FACADE PLAN NOTES**
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL OF THE BUILDING INSPECTION DEPARTMENT.
 - ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW.
 - WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT.
 - ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE BUILDING OFFICIAL.

EXTERIOR FINISH SCHEDULE		ELEVATION KEY NOTES	
P-2	EXTERIOR PAINT MFR: BENJAMIN MOORE PRODUCT: PDQ MILITARY BLUE SURFACE: ON CEMENT PLASTER SOFFIT	E1	STANDING SEAM METAL ROOF
P-3	EXTERIOR PAINT MFR: BENJAMIN MOORE PRODUCT: PDQ BROWN SURFACE: ON EXTERIOR WINDOW HEAD AT STONE WALL	E2	ALUMINUM ROOF FASCIA, COLOR FR-3
P-6	EXTERIOR PAINT MFR: BENJAMIN MOORE PRODUCT: V500 COROTECH ALIPHATIC URETHANE GLOSS COLOR: PDQ GREEN	E3	PORTLAND CEMENT PLASTER ROOF SOFFIT, COLOR P-2
STV-1	STONE VENEER MFR: CORONADO STONE PROFILE: QUICK STACK PANELS COLOR: BROOKSIDE	E4	PRE-FINISHED ALUMINUM CANOPY SYSTEM TO MATCH COLOR P-6
STV-2	STONE VENEER MFR: CORONADO PROFILE: CLASSIC JERUSALEM COLOR: CA'YENNE	E5	STONE VENEER WALL FINISH, SEE SV-2 OR STV-3.
STV-3	STONE VENEER MFR: CORONADO PROFILE: CLASSIC JERUSALEM COLOR: SAHARA BEIGE	E6	STONE UNTEL, SEE STV-4.
STV-4	STONE VENEER MFR: CORONADO PROFILE: SPLIT STONE UNTEL COLOR: LOMPOC	E7	STONE VENEER WALL FINISH, SEE STV-1
FR-1	STANDING SEAM METAL ROOF MFR: PAC-CLAD COLOR: COLONIAL RED	E8	PATIO RAILING, SEE PR-1
FR-3	COPING, FASCIA, GUTTERS, DOWNSPOUTS MFR: PAC-CLAD COLOR: MILITARY BLUE	E9	CAST-IN-PLACE CONCRETE CAP, COLOR P-3.
FR-4	CANOPY FLASHINGS MFR: FRY REGLET COLOR: SIERRA TAN	E10	PRE-FINISHED ALUMINUM COLUMN TO MATCH COLOR P-6
PR-1	PATIO RAILING MFR: AAWNEX COLOR: PRE-FINISHED ALUMINUM RAILING SYSTEM TO MATCH P-6	E11	METAL COPING, COLOR FR-3
		E12	CONTROL JOINT
		E13	GUTTER & DOWNSPOUT BEYOND, COLOR FR-3
		E14	HOLLOW METAL EXTERIOR DOOR, COLOR P-2
		E15	ALUMINUM STOREFRONT & ENTRANCE SYSTEM
		E16	ALUMINUM DRIVE-THRU WINDOW
		E17	ROOF ACCESS LADDER WITH SECURITY LOCKABLE DOOR, COLOR P-2
		E18	PDQ SIGNAGE ON STRUCTURAL STEEL, PAINT FERMIL COLOR P-6. SIGNAGE UNDER SEPARATE PERMIT. NOTE: ELEVATIONS MAY NOT REFLECT EXACT LOCATION OR CORRECT QUANTITY. REFER TO SIGNAGE PACKAGE FOR SIZES, QUANTITIES, LOCATIONS AND ADDITIONAL SIGN INFORMATION. COORDINATE WITH ARCHITECT
		E19	WIRELESS ACCESS POINT
		E20	ALUMINUM ADDRESS NUMBERS BY MATHEWS INTERNATIONAL: 10" HIGH, LETTER STYLE: HELVETICA REGULAR; COLOR: M9 DARK GREY; MOUNTING: PROJECTED MOUNT WITH STUDS AND 1/4" SPACERS. VERIFY ADDRESS NUMBER WITH LOCATION
		E21	EXTERIOR LIGHT FIXTURE, CENTERED AT WALLS UNLESS NOTED OTHERWISE. @ STONE WALLS, PROVIDE CORONADO "LIGHT BOX" STONE ACCESSORY
		E22	SCUPPER
		E23	KNOX BOX, VERIFY LOCATION WITH LOCAL MUNICIPALITY TO INSURE COMPLIANCE
		E24	GAS METER
		E25	ELECTRIC WATER ALARM FOR FIRE PROTECTION SYSTEM
		E26	ELECTRICAL METER
		E27	WALL VENT WITH INTEGRATED INSECT SCREEN
		E28	WASTE OIL BOX
		E29	STONE SILL

MATERIAL CALCULATIONS TABLE

NORTH ELEVATION						
STONE VENEER	PAINTED STUCCO	ALUM. CANOPY	ALUM. STOREFRONT	GLAZING	TOTAL	SIGN AREA
287 S.F. (45%)	0 S.F. (0%)	49 S.F. (8%)	74 S.F. (12%)	231 S.F. (35%)	641 S.F.	24 S.F.
SOUTH ELEVATION						
STONE VENEER	PAINTED STUCCO	ALUM. CANOPY	ALUM. STOREFRONT	GLAZING	TOTAL	SIGN AREA
716 S.F. (86%)	0 S.F. (0%)	37 S.F. (4%)	63 S.F. (8%)	19 S.F. (2%)	835 S.F.	24 S.F.
EAST ELEVATION						
STONE VENEER	PAINTED STUCCO	ALUM. CANOPY	ALUM. STOREFRONT	GLAZING	TOTAL	SIGN AREA
1,255 S.F. (78%)	0 S.F. (0%)	113 S.F. (7%)	73 S.F. (5%)	160 S.F. (10%)	1,601 S.F.	24 S.F.
WEST ELEVATION						
STONE VENEER	PAINTED STUCCO	ALUM. CANOPY	ALUM. STOREFRONT	GLAZING	TOTAL	SIGN AREA
1,297 S.F. (79%)	0 S.F. (0%)	92 S.F. (5%)	65 S.F. (4%)	192 S.F. (12%)	1,646 S.F.	24 S.F.



KEY PLAN SCALE NTS

LOT 1, BLOCK 1 OF THE McCRAW CORNER ADDITION IN PLAT CAB J SLIDE 462 PRCT PREPARED APRIL 08, 2014

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES
12750 MERIT DRIVE, SUITE 1000
DALLAS, TX 75251
PHONE: (972)770-1300
CONTACT: SARAH SCOTT
SARAH.SCOTT@KIMLEY-HORN.COM

DEVELOPER/APPLICANT:
PALO PARTNERS
8235 DOUGLAS AVE., SUITE 945
DALLAS, TX 75225
PHONE: (214) 581-6515
CONTACT: BRENDON HOLLER
HOLLER@PALOPARTNERS.COM

OWNER:
TIGER FOOD, INC.
104 E. FM HWY 544
MURPHY, TX 75094
PHONE: (469)212-2942
CONTACT: FATEH S. JAWHED
TIGERFOODING@HOTMAIL.COM

ARCHITECT/ENGINEER OF RECORD
bdg
ARCHITECTS
100 S. Ashley Dr., P: 813 - 323 - 9233
Ste. 100, Tampa, FL 33602 F: 813 - 323 - 9238
Lic. #: AA - 0003590 W: www.bdgllp.com

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SEAL

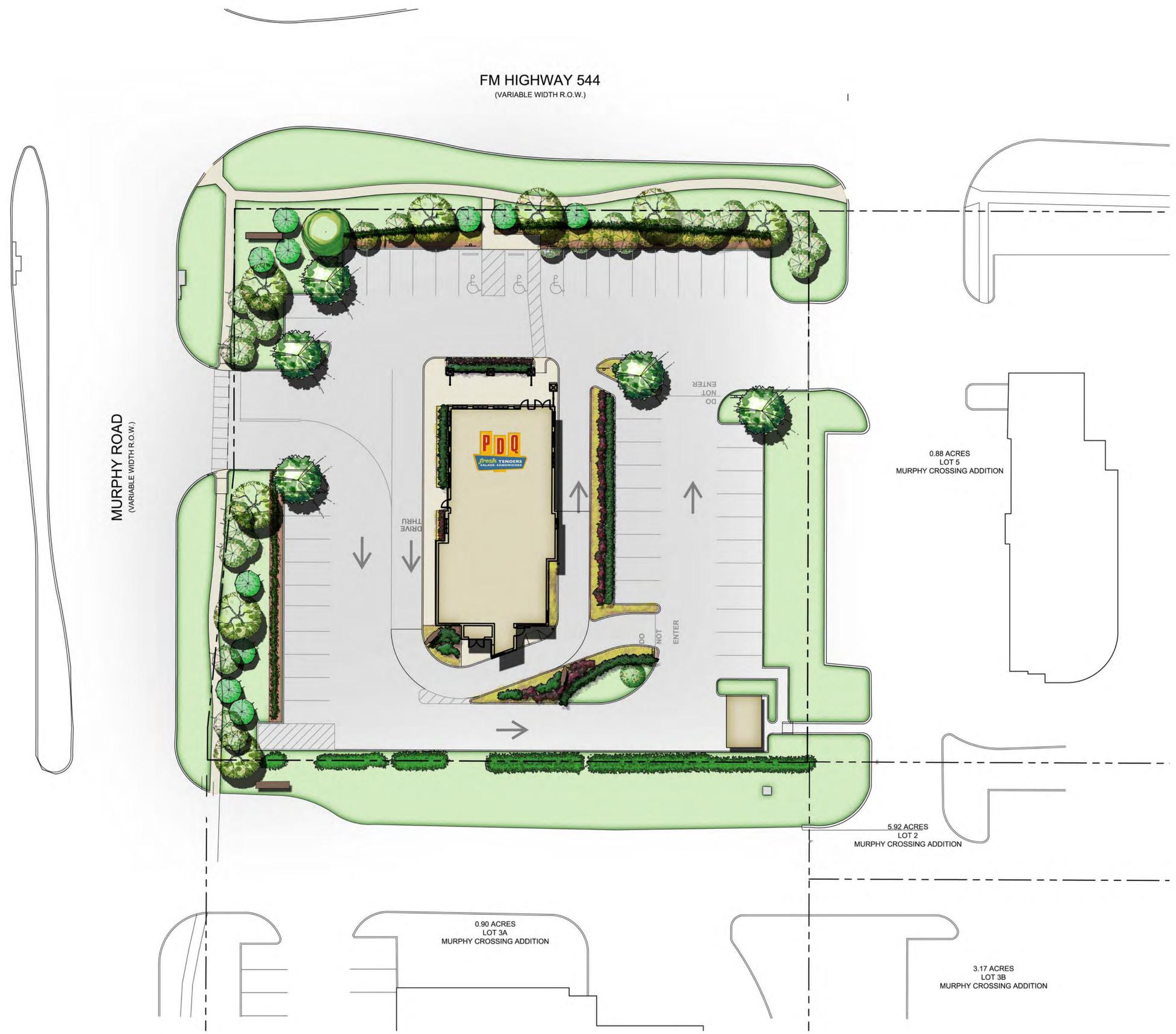
ISSUE	DATE	DESCRIPTION

PROJECT INFORMATION BLOCK

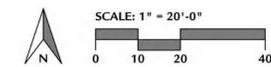
JOB # 14414
DATE: 10-13-2014
DRAWN BY: BO
CHECKED BY: MHS

SHEET TITLE
FACADE PLAN

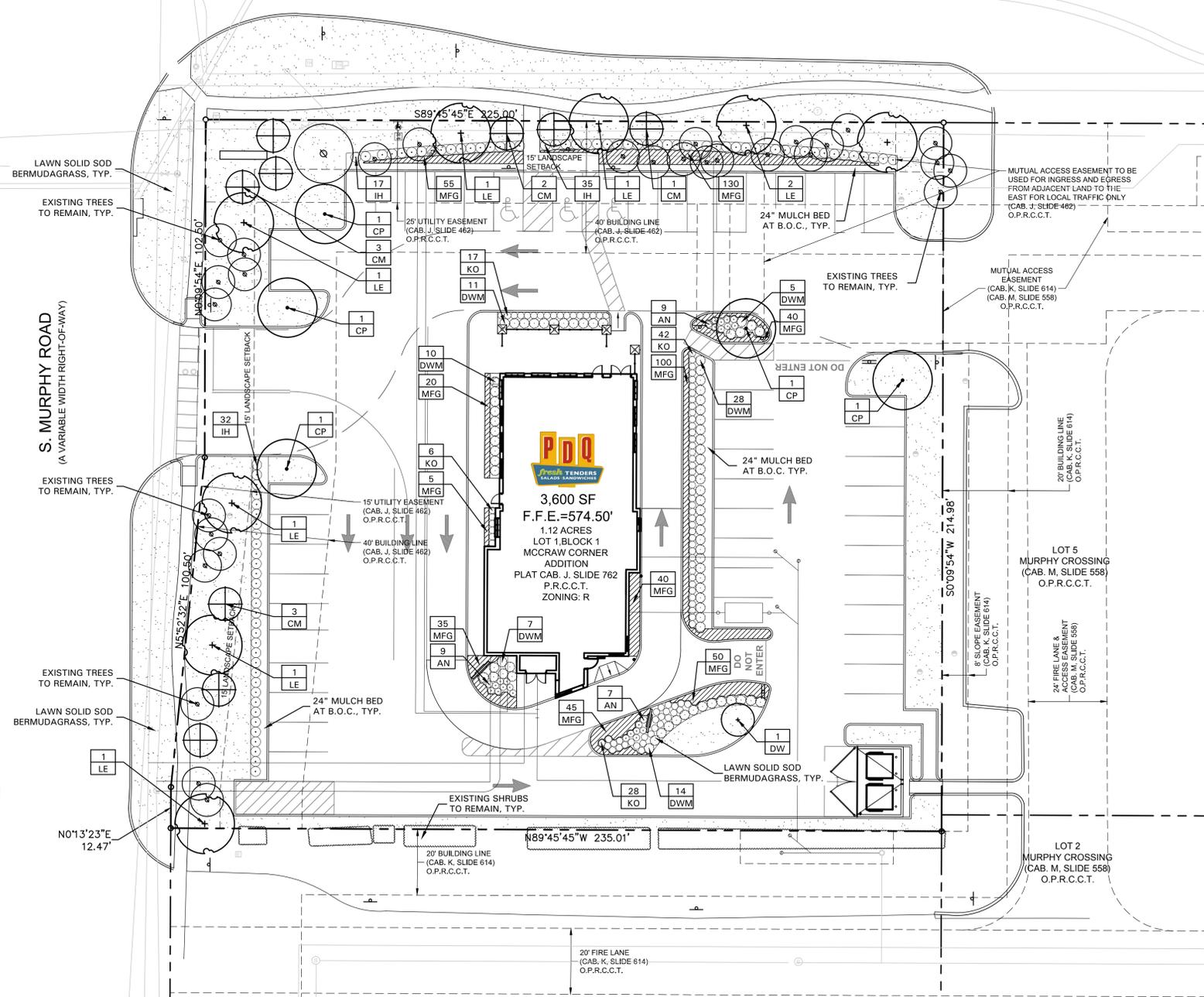
SHEET NUMBER
A2.1



PDQ LANDSCAPE PLAN
 Murphy, Texas | October 15, 2014



F.M. 544
(A VARIABLE WIDTH RIGHT-OF-WAY)



LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

LANDSCAPE TABULATIONS
THE CITY OF MURPHY, TEXAS

SITE LANDSCAPE

- A minimum of twenty (20%) percent of the site shall be pervious, permanently landscaped area.

Total Site Area: 48,958 s.f.	Provided
Required 9,799 s.f. (20%)	12,225 s.f. (25%)

STREET BUFFER

- One large shade tree and four small ornamental trees shall be required per fifty (50) linear feet of street frontage.

FM 544 - 225 L.F.	Provided
Required (5) trees, 3" cal.	(1) existing trees
(18) ornamental trees	(4) trees, 3" cal.
	(15) existing orn. trees
	(3) ornamental trees

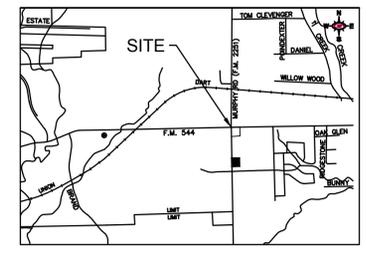
Murphy Road - 215 L.F.	Provided
Required (4) trees	(4) trees, 3" cal.
(17) ornamental trees	(12) existing orn. trees
	(5) ornamental trees

PARKING LOT LANDSCAPE

- A minimum of one (1) shade tree shall be planted for every ten (10) parking spaces.
- All parking island shall contain at least one (1) tree.

Total Parking = 49 spaces	Provided
Required (5) trees, 3" cal.	(5) trees, 3" cal.

VICINITY MAP
NOT TO SCALE



GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
CM	<i>Lagerstroemia indica 'Tuskegee'</i>	Crepe Myrtle 'Tuskegee'	9	30 gal.	container grown, 3-5 trunk, no cross canes, 8' ht., 4' spread, matching
CP	<i>Pistacia chinensis</i>	Chinese Pistache	5	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
DW	<i>Chilopsis linearis</i>	Desert Willow	1	30 gal.	container grown, 8' ht. min., 4' spread min.
LE	<i>Ulmus parvifolia 'Sempervirens'</i>	Lacebark Elm	8	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
SHRUBS/GROUND COVER					
AN	<i>Juniperus tobinia 'Andorra'</i>	Andorra Juniper	25	5 gal.	container full, 20" spread, 24" o.c.
DWM	<i>Myrica pusilla</i>	Dwarf Wax Myrtle	75	5 gal.	container full, 20" spread, 36" o.c.
IH	<i>Raphiolepis indica 'Clara'</i>	Indian Hawthorne 'Clara'	84	5 gal.	container full, 20" spread, 36" o.c.
KO	<i>Rosa hybrida 'Radtko'</i>	Double Knock Out Rose	93	5 gal.	container full, 20" spread, 24" o.c.
MFG	<i>Nassella tenuissima</i>	Mexican Feathergrass	515	1 gal.	container full, 18" o.c.
	<i>Cynodon dactylon</i>	Common Bermudagrass			refer to notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

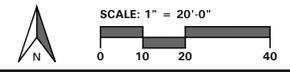
**McCRAW CORNER ADDITION
LOT 1, BLOCK 1**
1.12 ACRES SITUATED IN THE
HENRY MAXWELL SURVEY, ABSTRACT NO. 579
PLAT CAB J SLIDE 462 P.R.C.C.T.
CITY OF MURPHY, COLLIN COUNTY, TEXAS
DATE: NOVEMBER 5, 2014

Owner: Tiger Food, Inc.
104 E. FM Hwy 544
Murphy, Texas 75094
Tel. No. 409-212-2942
Contact: Fateh S. Jafarzadeh

Developer/Applicant: Palo Partners
8235 Douglas Avenue, Ste. 945
Dallas, Texas 75225
Tel. No. 214-561-6515
Contact: Brendon Hollier

Architect: BDG Architects, LLP
100 South Ashley Drive,
Suite 100
Tampa, Florida 33602
Tel. No. 813-323-9233
Contact: Mark H. Smith

Engineer: Kinley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. 972-770-1300
Fax No. 972-770-3820
Contact: Sarah Scott, PE



NO.	REVISIONS	DATE	BY
1.		08/25/14	APL

4245 North Central Exp
Suite 501
Dallas, Texas 75205
214.865.7192 office

BELLE FIRMA



PROJECT NO:	DATE:	SCALE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
	APRIL 2014	AS SHOWN	AR	AR	KH

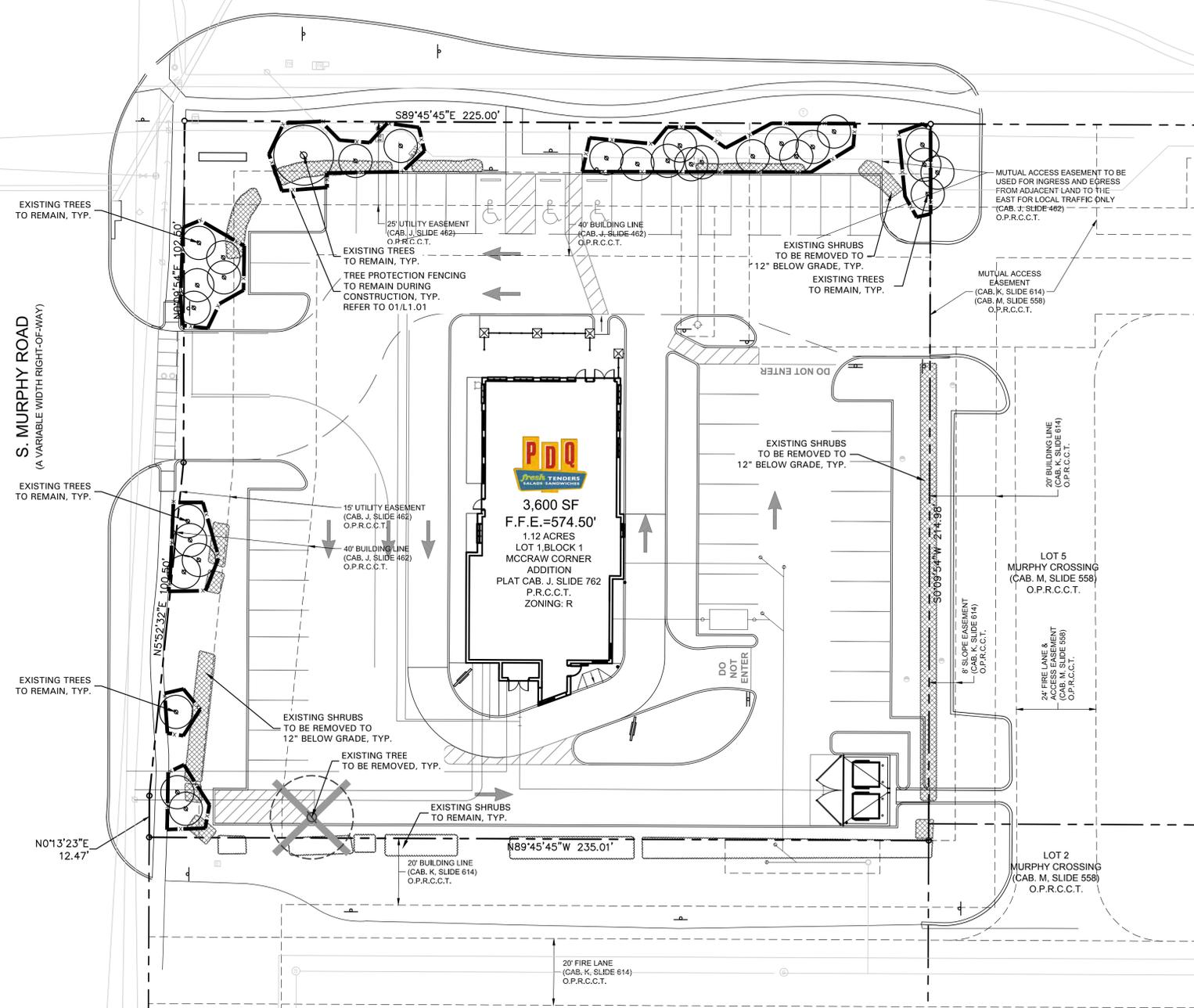
PDQ RESTAURANT
MURPHY ROAD AND F.M. HIGHWAY 544
CITY OF MURPHY, COLLIN COUNTY, TEXAS

LANDSCAPE PLAN

SHEET NUMBER
L2.01

F.M. 544
(A VARIABLE WIDTH RIGHT-OF-WAY)

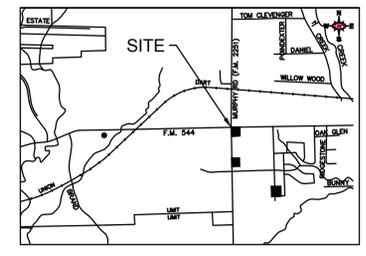
S. MURPHY ROAD
(A VARIABLE WIDTH RIGHT-OF-WAY)



TREE PRESERVATION NOTES

- EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND DRIP LINE (CANOPY) OF TREE.
- IF ANY ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION / CONSTRUCTION, NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. IT IS RECOMMENDED THAT A LICENSED ARBORIST BE SECURED FOR THE TREATMENT OF ANY POSSIBLE TREE WOUNDS.
- NO DISTURBANCE OF THE SOIL GREATER THAN 4" SHALL BE LOCATED CLOSER TO THE TREE TRUNK THAN 1/2 THE DISTANCE OF THE DRIP LINE TO THE TREE TRUNK. A MINIMUM OF 75% OF THE DRIP LINE AND ROOT ZONE SHALL BE PRESERVED AT NATURAL GRADE.
- ANY FINE GRADING DONE WITHIN THE CRITICAL ROOT ZONES OF THE PROTECTED TREES MUST BE DONE WITH LIGHT MACHINERY SUCH AS A BOBCAT OR LIGHT TRACTOR. NO EARTH MOVING EQUIPMENT WITH TRACKS IS ALLOWED WITHIN THE CRITICAL ROOT ZONE OF THE TREES.
- NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE DRIP LINE OF ANY TREE.
- NO EQUIPMENT MAY BE CLEANED OR TOXIC SOLUTIONS, OR OTHER LIQUID CHEMICALS, SHALL BE DEPOSITED WITHIN THE LIMITS OF THE DRIP LINE OF A TREE, INCLUDING BUT NOT LIMITED TO: PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
- NO SIGNS, WIRES OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
- NO VEHICULAR / CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE DRIP LINE OF TREES.
- BORING OF UTILITIES MAY BE PERMITTED UNDER PROTECTED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES.
- IRRIGATION TRENCHING WHICH MUST BE DONE WITHIN THE CRITICAL ROOT ZONE OF A TREE SHALL BE DUG BY HAND AND ENTER THE AREA IN A RADIAL MANNER.
- ALL TREES TO BE REMOVED FROM THE SITE SHALL BE FLAGGED BY THE CONTRACTOR WITH BRIGHT RED VINYL TAPE (3" WIDTH) WRAPPED AROUND THE MAIN TRUNK AT A HEIGHT OF FOUR (4') FEET ABOVE GRADE. FLAGGING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO ANY TREE REMOVAL. CONTRACTOR SHALL CONTACT OWNER'S AUTHORIZED REPRESENTATIVE WITH 72 HOURS NOTICE TO SCHEDULE ON-SITE MEETING.
- ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING LOCATED AT THE TREE'S DRIP LINE. THE PROTECTIVE FENCING MAY BE COMPRISED OF SNOW FENCING, ORANGE VINYL CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR (4') FOOT APPROXIMATE HEIGHT. THE PROTECTIVE FENCING SHALL BE LOCATED AS INDICATED ON THE TREE PROTECTION DETAIL.
- WHEN A LOW HANGING LIMB IS BROKEN DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR PRUNE ANY PORTION OF THE DAMAGED TREE WITHOUT THE PRIOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

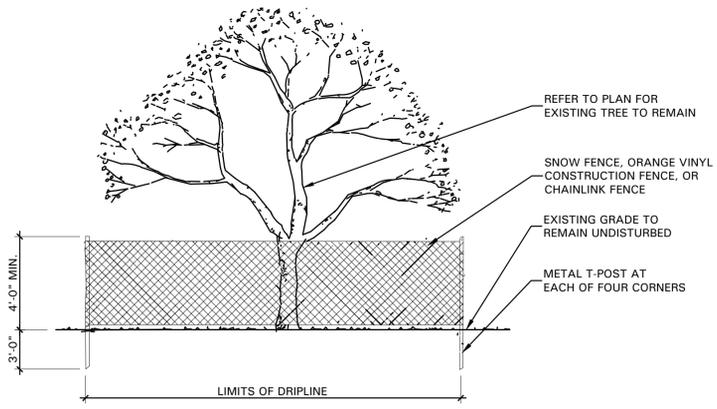
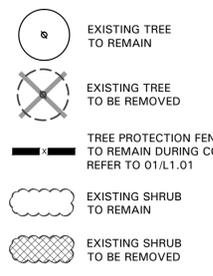
VICINITY MAP
NOT TO SCALE



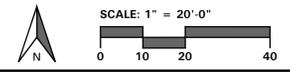
PRUNING AND TRIMMING NOTES

- CONTRACTOR SHALL PRUNE ALL EXISTING TREES ON-SITE USING THE FOLLOWING GUIDELINES.
- ALL TREES SHALL BE TRIMMED SO THAT NATURAL SHAPES OF THE PLANTS ARE RETAINED.
- DO NOT 'TOP' OR 'HEAD' TREES.
- IF BALLING OR SHEARING OF TREES HAS OCCURRED IN THE PAST, DISCONTINUE THIS PRACTICE AND ALLOW PLANTS TO GROW INTO NATURAL SHAPE.
- REMOVE SUCKERS, DEAD, DYING, DISEASED, BROKEN AND / OR WEAK BRANCHES FROM ALL TREES ALONG THE MAIN TRUNK STRUCTURE AND WITHIN THE BRANCHING AREA.
- CONTRACTOR SHALL PRUNE EXISTING DECIDUOUS HARDWOOD AND ORNAMENTAL TREES BY REMOVING LOWER LIMBS TO RAISE THE CANOPY. THE BOTTOM OF THE CANOPY SHALL BE RAISED TO 12'-0" ABOVE GRADE FOR DECIDUOUS HARDWOOD TREES AND 8'-0" HEIGHT ABOVE GRADE FOR ORNAMENTAL TREES, WHEN POSSIBLE. THE INTEGRITY OF THE CANOPY AND STRUCTURE OF THE TREE SHALL BE MAINTAINED. DO NOT CUT OR PRUNE CENTRAL LEADERS.
- CONTRACTOR SHALL THIN THE CANOPY BY ONE-FOURTH. PRUNE TREE TO EVENLY SPACE BRANCHES WITHIN THE CANOPY WHENEVER POSSIBLE. REMOVE THOSE LIMBS THAT CROSS OTHERS, DOUBLE LEADERS AND THOSE THAT EXCESSIVELY EXTEND BEYOND THE NATURAL CROWN OF THE TREE.
- CONTRACTOR SHALL PROVIDE DEEP ROOT FEEDING AND INVIGORATION OF EXISTING TREES. THIS SHALL BE ORGANIC BASED NUTRIENTS BASED FOR ROOT GROWTH AND LEAF GROWTH STIMULATION.
- CONTRACTOR SHALL BE REQUIRED TO CHIP ALL REMOVED BRANCHES, LEAFS, ETC.

EXISTING TREE LEGEND



01 TREE PROTECTIVE FENCING
NOT TO SCALE



**McCRAW CORNER ADDITION
LOT 1, BLOCK 1**

1.12 ACRES SITUATED IN THE
HENRY MAXWELL SURVEY, ABSTRACT NO. 579
PLAT CAB J SLIDE 462 P.R.C.C.T.
CITY OF MURPHY, COLLIN COUNTY, TEXAS
DATE: NOVEMBER 5, 2014

Owner: Tiger Food, Inc.
104 E. FM Hwy 544
Murphy, Texas 75094
Tel. No. 469-212-2942
Contact: Fateh S. Jafarzadeh

Developer/Applicant: Falco Partners
8235 Douglas Avenue, Ste. 945
Dallas, Texas 75225
Tel. No. 214-561-6515
Contact: Brendon Hollier

Architect: BDG Architects, LLP
100 South Ashley Drive,
Suite 100
Tampa, Florida 33602
Tel. No. 813-323-9233
Contact: Mark H. Smith

Engineer: Kinley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. 972-770-1300
Fax No. 972-770-3820
Contact: Sarah Scott, PE

PDQ RESTAURANT
MURPHY ROAD AND F.M. HIGHWAY 544
CITY OF MURPHY, COLLIN COUNTY, TEXAS

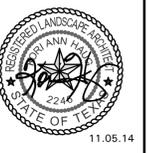
TREE PRESERVATION PLAN

SHEET NUMBER
L1.01

NO.	REVISIONS	DATE	BY
1.	CITY COMMENTS	08.25.14	APL

4245 North Central Exp
Suite 501
Dallas, Texas 75205
214.865.7192 office

BELLE FIRMA



PROJECT NO:	DATE:	SCALE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
	APRIL 2014	AS SHOWN	AR	AR	KH

**City Council
December 2, 2014**

Issue

Hold a public hearing on the request to amend the Concept Plan for approximately 6.43 acres of property zoned PD (Planned Development) District No. 09-02-785, as amended, located on FM 544 approximately 800' west of Heritage Parkway.

Background

The Planned Development (PD) District Ordinance No. 09-02-785 was City of Murphy initiated and approved for this property by City Council on February 16, 2009. This property's zoning was amended in 2009 following public input and public hearings. Planned Development District No. 09-02-785 was created in order to provide consistent zoning that is compatible with the surrounding property including residential neighborhoods. This Planned Development District does not allow for retail development. The current Concept Plan for the property was approved in April 2014.

Summary

In order to accommodate future development, the applicant is requesting an amendment to the Concept Plan. The Concept Plan is recommended as a guide for future and unknown development for the site. Any proposed development would be required as such to submit full site plan and construction plat details for review and consideration; however, must be in line with the Concept Plan for this property.

No changes to the Planned Development District, including building setbacks or permitted uses, are being requested. Everything remains as approved in April, 2014.

Considerations regarding Concept Plan

The amended Concept Plan proposes to:

- Relocate the lot line between Lots 2 and 3 to make Lot 2 smaller.
- The building areas and associated parking areas are also being modified to accommodate the new proposed layout.
 - o Lot 2 will now have a combined proposed building area of 7,350 square feet (was 5,652 square feet) and parking provided meets requirements (although this will be further detailed on any site plan submittal)
 - o Lot 3 will now have a combined proposed building area of 7,670 square feet (was 5,135 square feet) and parking provided meets requirements (although this will be further detailed on any site plan submittal)

Board Discussion / Action

The Planning & Zoning Commission considered this item on November 24, 2014 and approved unanimously, 6-0.

City Council
December 2, 2014

Action Requested

Approve the request to amend the Concept Plan for approximately 6.43 acres of property zoned PD (Planned Development) District No. 09-02-785, as amended, located on FM 544 approximately 800' west of Heritage Parkway.

Attachments

Exhibit A – Amended Concept Plan

Exhibit B – Overlay of Proposed Concept Plan vs. Current Concept Plan for reference

Exhibit C – All reply Forms to date

Exhibit D – Planned Development District Ordinance No. 09-02-785 and Current Concept Plan

Exhibit A

Amended Concept Plan

HOMEYER ENGINEERING, INC.
 ENGINEERING REGISTRATION NO. F-8440
 TBPE FIRM REGISTRATION NO. F-8440
 P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
 972-906-9985 PHONE • 972-906-9987 FAX
 WWW.HEI.US.COM

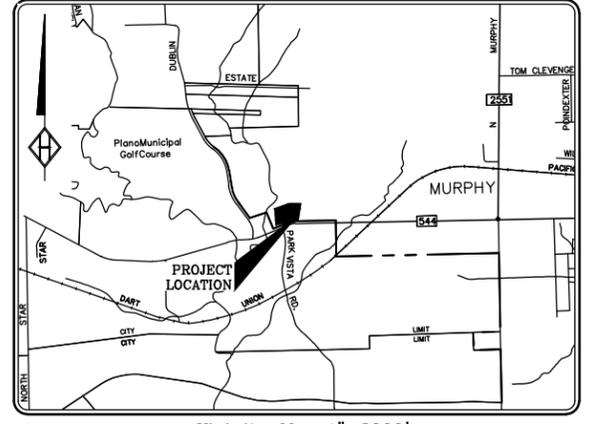


LOTS 1 - 3, BLOCK A
 NELSON ADDITION
 M. SCOTT SURVEY, ABSTRACT 859
 CITY OF MURPHY
 COLLIN COUNTY, TEXAS

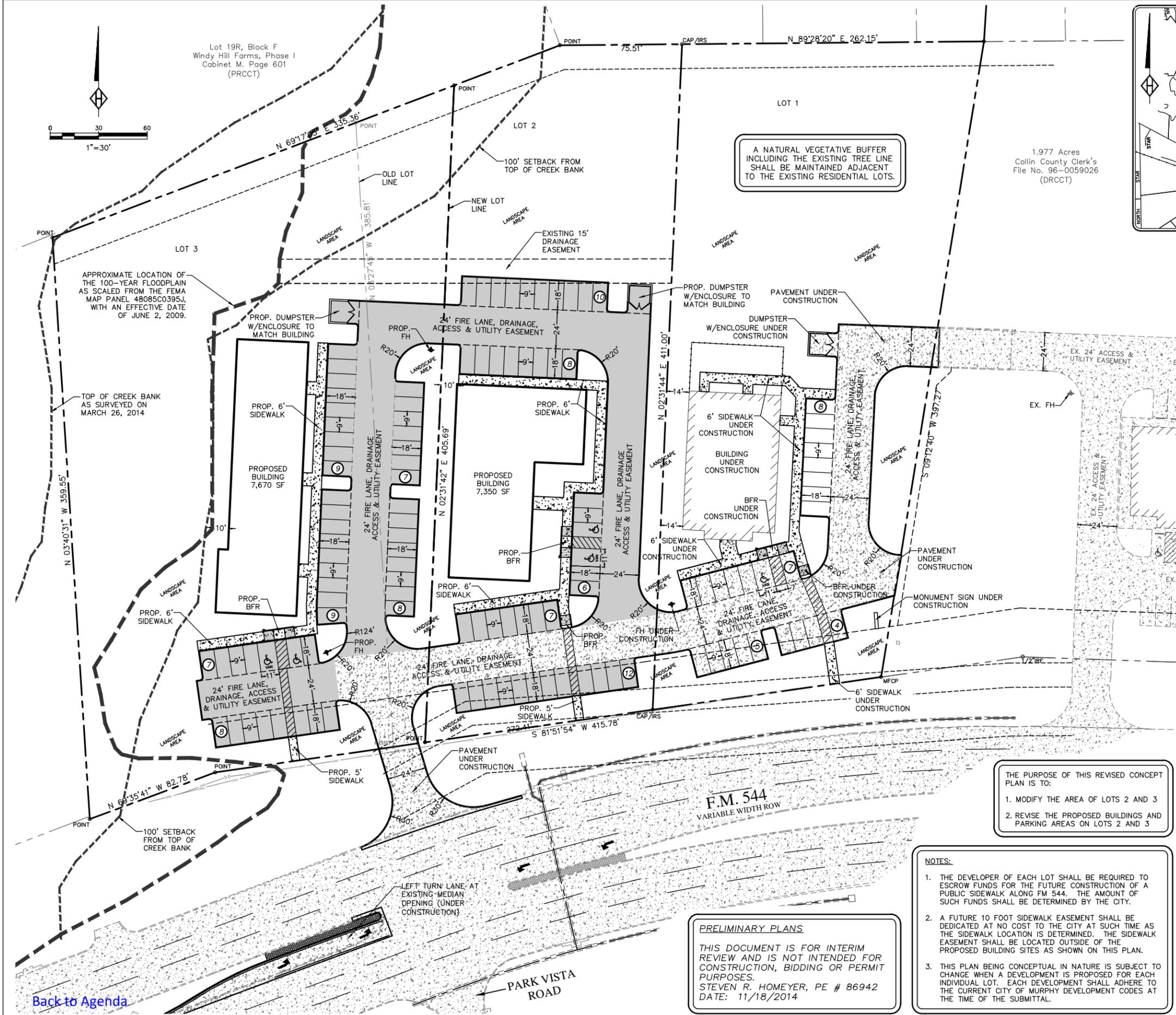
OVERALL
 CONCEPT PLAN

DRAWN: SRH
 DATE: 06/20/14
 HEI #: 14-137 CP

SHEET NO:



Vicinity Map 1"=2000'



A NATURAL VEGETATIVE BUFFER INCLUDING THE EXISTING TREE LINE SHALL BE MAINTAINED ADJACENT TO THE EXISTING RESIDENTIAL LOTS.

1.977 Acres
 Collin County Clerk's
 File No. 96-0059026
 (DRCCT)

LEGEND

I.R.F.	IRON ROD FOUND	⊗	POWER POLE
I.R.S.	IRON ROD SET	⊙	LIGHT POLE
X	CUT X IN CONCRETE	⊗	WATER VALVE
F.C.P.	FENCE CORNER POST	⊙	SEWER MANHOLE
///	ASPHALT	⊗	FIRE HYDRANT
⊙	TELEPHONE MANHOLE	⊗	WATER METER

SITE INFORMATION

LOT 1	BUILDING AREA = 5,016 S.F.
PARKING REQUIRED:	GENERAL OFFICE = 5,016 S.F. 1 SPACE PER 300 S.F. = 17 SPACES
PARKING PROVIDED:	24 SPACES
HANDICAP PARKING REQUIRED:	1 SPACE
HANDICAP PARKING PROVIDED:	1 SPACE
LOT 2	PROPOSED BUILDING AREA = 7,350 S.F.
PARKING REQUIRED:	MEDICAL OFFICE = 5,550 S.F. 1 SPACE PER 150 S.F. = 37 SPACES
PARKING PROVIDED:	43 SPACES
HANDICAP PARKING REQUIRED:	2 SPACES
HANDICAP PARKING PROVIDED:	2 SPACES
LOT 3	PROPOSED BUILDING AREA = 7,670 S.F.
PARKING REQUIRED:	MEDICAL OFFICE = 3,835 S.F. 1 SPACE PER 150 S.F. = 26 SPACES
PARKING PROVIDED:	48 SPACES
HANDICAP PARKING REQUIRED:	2 SPACES
HANDICAP PARKING PROVIDED:	2 SPACES

THE PURPOSE OF THIS REVISED CONCEPT PLAN IS TO:

1. MODIFY THE AREA OF LOTS 2 AND 3
2. REVISE THE PROPOSED BUILDINGS AND PARKING AREAS ON LOTS 2 AND 3

NOTES:

1. THE DEVELOPER OF EACH LOT SHALL BE REQUIRED TO ESCROW FUNDS FOR THE FUTURE CONSTRUCTION OF A PUBLIC SIDEWALK ALONG FM 544. THE AMOUNT OF SUCH FUNDS SHALL BE DETERMINED BY THE CITY.
2. A FUTURE 10 FOOT SIDEWALK EASEMENT SHALL BE DEDICATED AT NO COST TO THE CITY AT SUCH TIME AS THE SIDEWALK LOCATION IS DETERMINED. THE SIDEWALK EASEMENT SHALL BE LOCATED OUTSIDE OF THE PROPOSED BUILDING SITES AS SHOWN ON THIS PLAN.
3. THIS PLAN BEING CONCEPTUAL IN NATURE IS SUBJECT TO CHANGE WHEN A DEVELOPMENT IS PROPOSED FOR EACH INDIVIDUAL LOT. EACH DEVELOPMENT SHALL ADHERE TO THE CURRENT CITY OF MURPHY DEVELOPMENT CODES AT THE TIME OF THE SUBMITTAL.

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
 STEVEN R. HOMEYER, PE # 86942
 DATE: 11/18/2014

[Back to Agenda](#)

Exhibit B
Overlay of Proposed
Concept Plan vs.
Current Concept Plan
for reference

Exhibit C

All reply Forms to date

Reply Form

Planning & Zoning Commission/City Council
206 North Murphy Road
Murphy, Texas 75094



This letter is regarding the request to revise the Concept Plan for Lots 1-3, Block A, Nelson Addition; on property located on FM 544 approximately 800' west of Heritage Parkway.

I am **IN FAVOR** of the request to revise the Concept Plan

I am **OPPOSED** to the request to revise the Concept Plan

This item will be heard at the **Planning & Zoning Commission on Monday, November 24, 2014 at 6:00 p.m.** and by **City Council on Tuesday, December 2, 2014 at 6:00 p.m.** at Murphy City Hall, in the City Council Chambers at 206 N. Murphy Road, Murphy, Texas. Please provide your written comments below regarding the requested change. If additional space is required, you may continue writing on a separate sheet, one-sided for printing purposes.

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

Lloyd Nelson
Name (Please Print)

Lloyd Nelson
Signature

7087 Shirehln.
Address
McKinney, TX.
75071

11-16-14
Date

RECEIVED

NOV 20 2014

City of Murphy

Exhibit D

Planned Development District
Ordinance No. 09-02-785 and
Current Concept Plan

ORDINANCE 09-02-785

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 CHANGING THE ZONING CLASSIFICATION ON APPROXIMATELY 6.43 ACRES OUT OF THE MARY SCOTT SURVEY, ABSTRACT NO. 859, 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, FROM SF-20 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO PD (PLANNED DEVELOPMENT) DISTRICT FOR OFFICE USES WITH CONDITIONS HERETO DESCRIBED 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 grant a Planned Development District for Office Uses for the property described as 6.43 acres, more or less, in the Mary Scott Survey, Abstract No. 859, 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 Planned Development District are attached hereto as Exhibit "B", and the same are hereby approved for said Planned Development District as required by Section 86-603, of the City of Murphy, Texas Code of Ordinances.

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

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

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

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

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



Bret M. Baldwin, Mayor
City of Murphy

ATTEST:



Aimee Nemer, City Secretary
City of Murphy

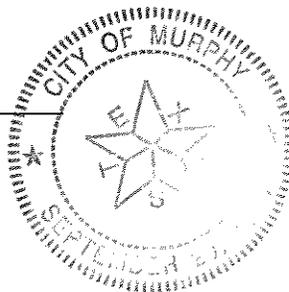


EXHIBIT A

Legal Description

Being a acre tract of land situated in the Mary Scott Survey, Abstract No. 859, City of Murphy, Collin County, Texas and containing 6.43 acres of land.

EXHIBIT B

ZONING FILE NO. 2009-02

FM 544

Between Dublin Road and Heritage Parkway

PLANNED DEVELOPMENT CONDITIONS

- I. **Statement of Purpose:** The purpose and intent of this Planned Development District is to permit the development of medical and office uses.
- II. **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.
- III. **General Regulations:** All regulations of the O (Office) District set forth in Article III, Division 12 of the City of Murphy Code of Ordinances (Ordinance No. 06-12-708), as amended, are included by reference, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
- A. A Concept Plan shall be approved as outlined in Article II, Division 5 of the Code of Ordinances prior to the acceptance of a site plan for any part or all of this Planned Development District. The concept plan shall include proposed landscape areas and proposed building elevations and design elements. Approval of the Concept Plan shall be based on general conformance with the approved Planned Development District conditions and regulations set forth in this ordinance. Approval of a Concept Plan through the zoning public hearing process (as outlined in Article II, Division 5) is required. In addition, the Concept Plan shall have the following elements.
- Traffic circulation;
 - Cross access;
 - Driveway location;
 - Conceptual design elevations;
 - Development construction schedule;
 - Elements used to buffer nonresidential and residential development;
 - Pedestrian circulation;
 - Landscape buffer areas;
 - Building orientation.
- B. Concept 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 six (6) months from the date of City Council action on the plan.
- V. **Specific Regulations:**
- A. Permitted Uses: Only the following uses shall be permitted.
1. Credit Agency
 2. Insurance Agency Offices
 3. Offices (Brokerage Services)

4. Offices (Health Services)
 5. Offices (Legal Services)
 6. Offices (Medical Office)
 7. Offices (Professional)
 8. Real Estate Offices
- B. Height Regulations: The maximum height shall be one (1) story or twenty-five (25) feet.
- C. Tree Preservation/Mitigation: All existing trees on the subject property shall comply with Section 86-740 of the Code of Ordinances. In addition, a tree preservation/mitigation plan shall be required to be submitted at the time of application. For any tree removed between 15.1 caliper inches and 24 caliper inches, a negative credit of (-6) shall be applied. For any tree removed larger than 24 caliper inches, a negative credit of (-8) shall be applied.
- D. Landscaping: All landscaping shall comply with Section 86-736 of the Code of Ordinances. In addition, a landscape plan shall be required to be submitted at the time of application.
- E. Screening: Screening between the north property line and the single family subdivision to the north shall be accomplished via the construction of an eight (8) foot high board-on-board fence at grade. This fence shall be required behind 120 Collin Court; 121 Sarah Drive; 628 John Close Drive and 632 John Close Drive.
- F. Exterior Building Materials: All exterior building materials shall comply with Section 86-802(3) of the Code of Ordinances. In addition, building elevations (indicating percentage of material per elevation) shall be required to be submitted at the time of application. A minimum of two masonry materials shall be required.
- G. Lighting: No exterior lighting shall be allowed to be placed on the outside perimeter on office buildings facing adjacent residential properties to the north. No light standards shall be placed in parking areas adjacent to residentially zoned property that are higher than four (4) feet. All light standards shall have shielding to prevent light pollution.
- H. Rooftop Mechanical Equipment: Rooftop mechanical equipment shall not be permitted.
- I. Outside Storage: No outside/outdoor storage shall be permitted.

ORDINANCE NO. 14-04-975

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AMENDING ORDINANCE NO. 09-02-785 TO ADD VETERINARY CLINIC (NO OUTSIDE KENNELS) AS A PERMITTED USE, TO REMOVE A REQUIREMENT FOR WOOD SCREENING FENCE ON THE NORTH PROPERTY LINE, TO ALLOW A WOOD FENCE BEHIND A VETERINARY CLINIC AND TO ADD A BUILDING SETBACK REQUIREMENT; PROVIDING FOR SAVINGS, SEVERABILITY, CUMULATIVE EFFECT, PENALTY AND AN EFFECTIVE DATE.

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

Section 1. That Section V(A) “Permitted Uses” contained in Exhibit B to Ordinance No. 09-02-785 shall be and is hereby amended to read in its entirety as follows:

A. **Permitted Uses:** Only the following uses shall be permitted:

1. Credit Agency
2. Insurance Agency Offices
3. Offices (Brokerage Services)
4. Offices (Health Services)
5. Offices (Legal Services)
6. Offices (Medical Services)
7. Offices (Professional)
8. Real Estate Offices
9. Veterinary Clinic (no outside kennels)

Section 2. That Section V (E) “Screening” contained in Exhibit B to Ordinance No. 09-02-785 shall be and is hereby amended to read in its entirety as follows:

E. **Screening.** A wood screening fence shall be permitted at the rear of a veterinary clinic use.

Section 3. That Section V “Specific Regulations” contained in Exhibit B to Ordinance No. 09-02-785 shall be and is hereby amended to add Subsection H “Building Setback” which shall read in its entirety as follows:

H. **Building Setback.** The minimum building setback from the top of the creek bank shall be 100 feet.

Section 4. **Severability Clause.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect

any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. 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, whether codified or uncodified, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 6. Penalty Clause.

Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to a fine in any sum not to exceed five hundred dollars (\$500.00) and each day of violation shall be deemed a separate offense.

Section 7. Savings Clause.

Ordinance No. 09-02-785 shall remain in full force and effect save and except as amended by this ordinance.

Section 8. Effective Date.

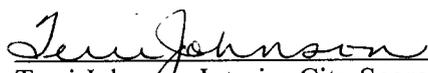
This ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this the 22nd day of April, 2014.



Eric Barna, Mayor
City of Murphy

ATTEST:


Terri Johnson, Interim City Secretary
City of Murphy

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney



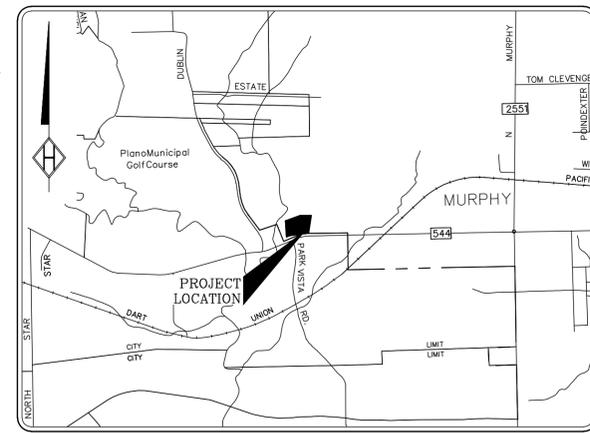
HOMEYER ENGINEERING, INC.
T.BPE FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.GOV



**LOTS 1 - 3, BLOCK A
NELSON ADDITION
M. SCOTT SURVEY, ABSTRACT 859
CITY OF MURPHY
COLLIN COUNTY, TEXAS**

**OVERALL
CONCEPT PLAN**

**DRAWN: SRH
DATE: 06/20/13
HEI #: 13-147 CP
SHEET NO:
C1**



Vicinity Map 1"=2000'

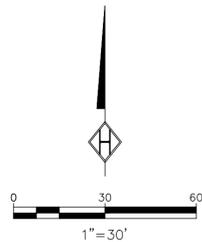
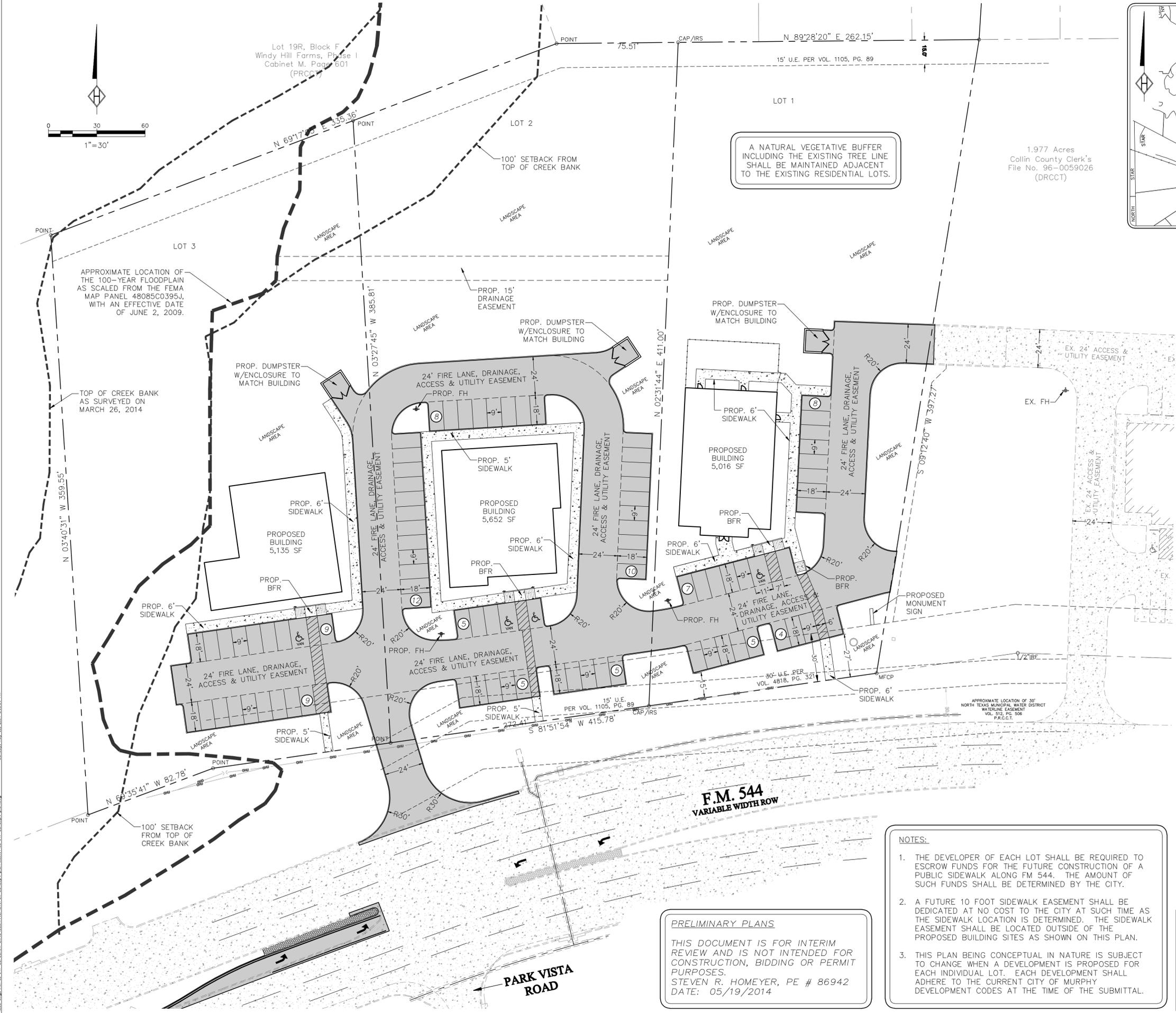
LEGEND

I.R.F.	IRON ROD FOUND
I.R.S.	IRON ROD SET
"x"	CUT X IN CONCRETE
F.C.P.	FENCE CORNER POST
///	ASPHALT
⊙	TELEPHONE MANHOLE
⊗	POWER POLE
⊙	LIGHT POLE
⊗	WATER VALVE
⊙ ^{SSMH}	SANITARY SEWER MANHOLE
⊙	FIRE HYDRANT
⊗	WATER METER

SITE INFORMATION

LOT 1
PROPOSED BUILDING AREA = 5,016 S.F.
PARKING REQUIRED: MEDICAL OFFICE
1 SPACE PER 300 S.F. = 17 SPACES
PARKING PROVIDED: 24 SPACES
HANDICAP PARKING REQUIRED: 1 SPACE
HANDICAP PARKING PROVIDED: 1 SPACE
LOT 2
PROPOSED BUILDING AREA = 5,652 S.F.
PARKING REQUIRED: MEDICAL OFFICE
1 SPACE PER 300 S.F. = 19 SPACES
PARKING PROVIDED: 45 SPACES
HANDICAP PARKING REQUIRED: 2 SPACES
HANDICAP PARKING PROVIDED: 2 SPACES
LOT 3
PROPOSED BUILDING AREA = 5,135 S.F.
PARKING REQUIRED: MEDICAL OFFICE
1 SPACE PER 300 S.F. = 18 SPACES
PARKING PROVIDED: 18 SPACES
HANDICAP PARKING REQUIRED: 1 SPACE
HANDICAP PARKING PROVIDED: 1 SPACE

**LOTS 1 - 3, BLOCK A
NELSON ADDITION
M. SCOTT SURVEY, ABSTRACT 859
CITY OF MURPHY
COLLIN COUNTY, TEXAS**



**City Council Meeting
December 2, 2014**

Issue

Consider and/or take action, if any, on City of Murphy sidewalk program.

Staff Resource/Department

James Fisher, City Manager
Bernie Parker, Director of Public Services

Summary

Public Works staff has estimated through windshield surveys, repair requests and onsite visits that there are approximately 554 locations in residential developments that are in need of repair, replacement and/or reconstruction. These locations equate to about 1863 sections, a section equals approximately 24 square feet.

Staff is proposing utilizing the approved criteria in order to identify the integrity of sidewalks in Murphy's residential subdivisions. The proposed criteria will enable staff to prioritize repairs, replacement and/or reconstruction of the sidewalks listed in the report generated by public works staff.

Background/History

At the October 14, 2014 meeting, Council approved Ordinance 14-10-990 amending Chapter 66, Article V Sidewalks, Section 66-82 of the City of Murphy Code of Ordinances.

Board Discussion/Action

Staff is requesting direction and input from Council on the proposed utilization of the approved sidewalk repair, replacement and/or reconstruction criteria.

Attachments

Ordinance No. 14-10-990 Murphy Code of Ordinances, Chapter 66, Article V - Sidewalks
August 2014 Sidewalk Inventory

ORDINANCE NUMBER 14-10-990

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AMENDING CHAPTER 66, ARTICLE V SIDEWALKS, SECTION 66-82 OF THE CITY OF MURPHY CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE/REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Murphy, Texas (the “City”), have sidewalks that run throughout the community and provide a vital connection link to neighborhoods, parks, schools, the business community and adjoining cities; and

WHEREAS, the City Council believes that sidewalks enhance the quality of life and promote a pedestrian friendly community for residents and visitors; and

WHEREAS, the city staff shall inspect sidewalks and develop a strategy for repair, replacement and/or reconstruction; and

WHEREAS, the staff shall present its findings and recommendations for replacement, repair and/or reconstruction annually during the budget preparation workshops; and

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENT OF CHAPTER 66, ARTICLE V, CODE OF ORDINANCES.

That Chapter 66, Article V, Section 66-82 of the Code of Ordinances of the City of Murphy, Texas is hereby amended to read as follows:

“Section 66-80. Maintenance of Sidewalks

- (a) All sidewalks located in residential zoned districts and located in the public right-of-way shall be the responsibility of the City of Murphy.
- (b) The City of Murphy shall be responsible for the repair, replacement or reconstruction of the sidewalk.

- (c) The decision to repair and/or replace a sidewalk shall be determined by the City utilizing the evaluation criteria listed in Exhibit A.
- (d) All sidewalks located in nonresidential zoned districts and located in the public right-of-way shall be the responsibility of the individual property owner.

SECTION 4. 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 this ordinance and the remaining portions shall remain in full force and effect.

SECTION 5. 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, whether codified or uncodified, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

SECTION 6. SAVINGS CLAUSE.

All rights and remedies of the City of Murphy, Texas, are expressly saved as to any and all violations of the provisions of this ordinance or any other ordinance which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. EFFECTIVE DATE.

This ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this the 21st day of October, 2014.

Eric Barna, Mayor
City of Murphy

ATTEST:

Susie Quinn, City Secretary
City of Murphy

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney

EXHIBIT A

SIDEWALK REPAIR, REPLACEMENT AND/OR RECONSTRUCTION CRITERIA

Criteria for sidewalk repair, replacement and/or reconstruction will be as follows:

1. Sidewalk must be located within the City of Murphy street right-of-way or easement.
2. Sidewalk that has surface spalling with a depth of $\frac{1}{4}$ inch or greater and covers 50% or greater of the area to be replaced.
3. Sidewalk cross fall that is $1\frac{1}{2}$ inches or greater than the City's sidewalk specifications ($\frac{1}{4}$ "/Foot) found in the City's Standard Construction Details. ($2\frac{1}{2}$ " total on a 4' walk)
4. A sidewalk section that is missing pieces that creates a safety hazard, (not chips or cracks that are cosmetic in nature).
5. Sidewalk longitudinal sections that have a dip of $2\frac{3}{4}$ inches or greater.
6. Trip hazard, i.e., sidewalk sections that are adjoining and have a $\frac{1}{4}$ inch or greater difference in levelness.
7. Provide a 36-inch minimum clearance for obstructions located in sidewalks (i.e. mailboxes, utility poles, fire hydrants).

SIDEWALK INVENTORY					
Address	Street	Issue	Place of Issue	Amount of Damaged Area	Customer Issue
AVIARY					
526	CEDARBIRD TRAIL	TRIP HAZARD	SIDEWALK / FIRE HYDRANT SPLASH PAD	1 SECTION	
629	CONDOR DRIVE	DIP	SIDEWALK	4 SECTIONS	
803	FALCON TRAIL	DIP	SIDEWALK	2 SECTIONS	
926	FALCON TRAIL	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
628	HUMMINGBIRD COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
623	MOCKINGBIRD DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
624	MOCKINGBIRD DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
628	MOCKINGBIRD DRIVE	DIP	SIDEWALK	6 SECTIONS	
715	MOCKINGBIRD DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
601	PEACOCK DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
730	PHEASANT RUN DRIVE	DIP	SIDEWALK	3 SECTIONS	
630	QUAIL RUN DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
12				24	0
DANIEL CROSSING					
802	BONNIE COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
	CAROLYN LN / SUMMERFIELD DR	TRIP HAZARD	SIDEWALK	3 SECTIONS	
118	CAROLYN LANE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
108	MISTY GLEN LANE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
204	MISTY GLEN LANE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
701	MORNING VIEW WAY	TRIP HAZARD	SIDEWALK	1 SECTION	
713	MORNING VIEW WAY	TRIP HAZARD	SIDEWALK	5 SECTIONS	
829	MORNING VIEW WAY	TRIP HAZARD	SIDEWALK	1 SECTION	
108	PRAIRIE VIEW DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
112	PRAIRIE VIEW DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
127	PRAIRIE VIEW DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	2 SECTIONS	
132	PRAIRIE VIEW DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
136	PRAIRIE VIEW DRIVE	TRIP HAZARD / DIP	SIDEWALK	2 SECTIONS	
112	SHANAHOAH LANE	TRIP HAZARD	SIDEWALK	1 SECTION	
127	SHANAHOAH LANE	TRIP HAZARD	SIDEWALK	2 SECTIONS	

DANIEL CROSSING (continued)					
103	SPRING RIDGE DRIVE	TRIP HAZARD	SIDEWALK	7 SECTIONS	
709	SUMMERFIELD DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
123	WESTMINISTER AVENUE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
18				39 SECTIONS	0
GLEN RIDGE ESTATES					
424	AMBROSE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
427	AMBROSE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
431	AMBROSE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
513	AMBROSE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
522	AMBROSE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
517	ANGLE RIDGE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
428	BROOKWOOD DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
120	CLUBVIEW COURT	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
106	EDGEMERE COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
117	EDGEMERE COURT	TRIP HAZARD	SIDEWALK	2 SECTIONS	
118	EDGEMERE COURT	TRIP HAZARD	SIDEWALK	2 SECTIONS	
119	GLEN RIDGE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
123	GLEN RIDGE DRIVE	TRIP HAZARD / DIP	SIDEWALK	3 SECTIONS	
238	GLEN RIDGE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
317	GLEN RIDGE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
328	GLEN RIDGE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	3 SECTIONS	
417	GLEN RIDGE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
421	GLEN RIDGE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
331	HAMPSTEAD DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
407	HAMPSTEAD DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
332	HILLGLEN DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
336	HILLGLEN DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
458	LAKEDALE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
412	LAKEHURST DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
300	LAKEFIELD DRIVE	TRIP HAZARD / DIP	SIDEWALK	3 SECTIONS	
312	LAKEFIELD DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
342	LAKEFIELD DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
409	LAKEFIELD DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	

GLEN RIDGE ESTATES (continued)					
449	LAKEFIELD DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
508	LOCKWOOD DRIVE	TRIP HAZARD	SIDWALK	1 SECTION	
509	LOCKWOOD DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	2 SECTIONS	
517	LOCKWOOD DRIVE	TRIP HAZARD	SIDWALK	1 1-SECTION	
505	MUSTANG RIDGE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	5 SECTIONS	
509	MUSTANG RIDGE DRIVE	DIP	SIDWALK	4 SECTIONS	
513	MUSTANG RIDGE DRIVE	DIP	SIDWALK	5 SECTIONS	
517	MUSTANG RIDGE DRIVE	DIP	SIDWALK / LEAD WAY	5 SECTIONS	
521	MUSTANG RIDGE DRIVE	DIP	SIDWALK / LEAD WAY	5 SECTIONS	
600	MUSTANG RIDGE DRIVE	TRIP HAZARD	SIDWALK	1 SECTION	
513	NEWPORT COURT	TRIP HAZARD	SIDEWALK / LEAD WALK	3 SECTIONS	
514	NEWPORT COURT	TRIP HAZARD	SIDEWALK / LEAD WALK	2 SECTIONS	
449	PARKSHIRE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
103	SHIREHURST DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
320	WOODGLEN DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	2 SECTIONS	
43				82 SECTIONS	0
HUNTER LANDING					
1000	AMESBURY	TRIP HAZARD	SIDEWALK	2 2-SECTIONS	
937	BEECHWOOD	TRIP HAZARD	SIDEWALK	1 1-SECTION	
941	BEECHWOOD	TRIP HAZARD / DIP	SIDEWALK	4 4-SECTIONS	
1007	BEECHWOOD	TRIP HAZARD	SIDEWALK	1 1-SECTION	
1018	BEECHWOOD	TRIP HAZARD / DIP	SIDEWALK	6 6-SECTIONS	
936	BRENTWOOD	TRIP HAZARD	SIDEWALK	1 1-SECTION	
940	BRENTWOOD	TRIP HAZARD	SIDEWALK	1 1-SECTION	
1008	BRENTWOOD	TRIP HAZARD	SIDEWALK	1 1-SECTION	
1012	BRENTWOOD	TRIP HAZARD	SIDEWALK	1 1-SECTION	
329	DALEPORT	TRIP HAZARD	SIDEWALK	2 2-SECTIONS	
337	DALEPORT	TRIP HAZARD	SIDEWALK	2 2-SECTIONS	
301	HUNTINGTON	TRIP HAZARD / DIP	SIDEWALK	2 SECTIONS	
412	HUNTINGTON	TRIP HAZARD	SIDEWALK	1 SECTION	
306	COVINGTON COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
314	COVINGTON COURT	DIP	SIDEWALK	3 SECTIONS	

HUNTER LANDING (continued)					
321	COVINGTON COURT	TRIP HAZARD	SIDEWALK	2 SECTIONS	
302	GREENFIELD DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
414	GREENFIELD DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
430	GREENFIELD DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
724	MUSTANG RIDGE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
814	MUSTANG RIDGE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
333	SHADY OAKS DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
22				38 SECTIONS	0
MAXWELL CREEK NORTH					
302	BROOKMERE LANE	TRIP HAZARD	SIDEWALK	1 SECTION	
322	BROOKMERE LANE	TRIP HAZARD	SIDEWALK	1 SECTION	
401	BROOKMERE LANE	TRIP HAZARD / DIP	SIDEWALK / LEAD WAY	6 SECTIONS	
317	CANDLEWOOD TRAIL	TRIP HAZARD	SIDEWALK	1 SECTION	
614	CANDLWOOD	TRIP HAZARD	SIDEWALK	2 SECTIONS	
619	CANDLWOOD	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
635	CANDLWOOD	TRIP HAZARD	SIDEWALK	1 SECTION	
304	CAVE RIVER DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
312	CAVE RIVER DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
321	CAVE RIVER DRIVE	DIP	SIDEWALK	6 SECTIONS	
344	CAVE RIVER DRIVE	DIP	SIDEWALK / LEAD WAY	7 SECTIONS	
401	CAVE RIVER DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
417	CAVE RIVER DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
533	CAVE RIVER DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
901	CHESTNUT COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
804	COLD SPRINGS COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
805	COLD SPRINGS COURT	TRIP HAZARD	SIDEWALK	3 SECTIONS	
131	CREEKSIDE DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
139	CREEKSIDE DRIVE	DIP	SIDEWALK / LEAD WAY	2 SECTIONS	
200	CREEKSIDE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTIONS	
205	CREEKSIDE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	4 SECTIONS	
229	CREEKSIDE DRIVE	DIP	SIDEWALK	6 SECTIONS	
233	CREEKSIDE DRIVE	TRIP HAZARD / DIP	SIDEWALK / LEAD WAY	14 SECTIONS	

MAXWELL CREEK NORTH (continued)					
237	CREEKSIDE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
522	CREEKSIDE DRIVE	DIP	SIDEWALK	3 SECTIONS	
200	CREPE MYRTLE	TRIP HAZARD	SIDEWALK / LEAD WAY (POTHOLE)	2 SECTIONS	
224	CREPE MYRTLE	TRIP HAZARD	SIDEWALK	4 SECTIONS	
228	CREPE MYRTLE	TRIP HAZARD	SIDEWALK	1 SECTION	
244	CREPE MYRTLE	TRIP HAZARD	SIDEWALK	1 SECTION	
	DESPERADO / McMILLEN	TRIP HAZARD	SIDEWALK	1 SECTION	
828	HUNTERS GLEN	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
921	HUNTERS GLEN	TRIP HAZARD	SIDEWALK	2 SECTIONS	
804	MORNINGSIDE TRAIL	TRIP HAZARD	SIDEWALK	1 SECTION	
824	MORNINGSIDE TRAIL	TRIP HAZARD	SIDEWALK	2 SECTIONS	
712	PAINT CREEK ROAD	TRIP HAZARD	SIDEWALK / FIRE HYDRANT SPLASH PAD	1 SECTION	
424	PARKSIDE	TRIP HAZARD / DIP	SIDEWALK / LEAD WAY	4 SECTIONS	
307	POST OAK	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
424	POST OAK	TRIP HAZARD	SIDEWALK	2 SECTIONS	
301	ROYAL OAK	TRIP HAZARD	SIDEWALK	1 SECTION	
333	ROYAL OAK	TRIP HAZARD	SIDEWALK	1 SECTION	
345	ROYAL OAK	TRIP HAZARD / DIP	SIDEWALK	4 SECTIONS	
405	ROYAL OAK	TRIP HAZARD	SIDEWALK / LEAD WAY	2 SECTIONS	
641	SUNDOWN WAY	TRIP HAZARD	SIDEWALK	1 SECTION	
701	TWIN VALLEY DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	5 SECTIONS	
709	TWIN VALLEY DRIVE	TRIP HAZARD	SIDEWALK / DRIVEWAY APPROACH (POT HOLES)	2 SECTIONS	
721	TWIN VALLEY DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
122	GREEN ACRES DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
126	GREEN ACRES DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
204	GREEN ACRES DRIVE	TRIP HAZARD	LEAD WALK	1 SECTION	
205	GREEN ACRES DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
306	GREEN ACRES DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
51				131 SECTIONS	0

MURPHY FARMS					
314	GREEN ACRES DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
321	GREEN ACRES DRIVE	TRIP HAZARD / DIP	SIDEWALK	3 SECTIONS	
322	GREEN ACRES DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
330	GREEN ACRES DRIVE	TRIP HAZARD	SIDEWALK / FIRE HYDRANT SPLASH PAD	SECTIONS & FIRE 5 HYDRANT SPLASH PAD	
428	LOVEBIRD LANE	DIP	SIDEWALK	4 SECTIONS	CUSTOMER SIDE
425	LOVEBIRD LANE	DIP / DROP TO CURB	SIDEWALK	5 SECTIONS	CUSTOMER SIDE
418	LOVEBIRD LANE	TRIP HAZARD / DIP	SIDEWALK	5 SECTIONS	
407	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
331	LOVEBIRD LANE	TRIP HAZARD / DIP	SIDEWALK	6 SECTIONS	
328	LOVEBIRD LANE	DIP	SIDEWALK	6 SECTIONS	
319	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
317	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK (SHOWING REBAR)	5 SECTIONS	
316	LOVEBIRD LANE	DIP	SIDEWALK	5 SECTIONS	
310-312	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
306	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
302	LOVEBIRD LANE	DIP	SIDEWALK	8 SECTIONS	CUSTOMER SIDE
278	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
274	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
268-270	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
251	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
241-243	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
226	LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
218	LOVEBIRD LANE	TRIP HAZARD / DIP	SIDEWALK	6 SECTIONS	
	MOCKINGBIRD HILL COURT / LOVEBIRD LANE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
1062-1058	MOCKINGBIRD HILL COURT	TRIP HAZARD	SIDEWALK	6 SECTIONS	
1055	MOCKINGBIRD HILL COURT	TRIP HAZARD	SIDEWALK	4 SECTIONS	
412	PLEASANT RUN	TRIP HAZARD	SIDEWALK	2 SECTIONS	
1019	QUAIL HOLLOW COURT	TRIP HAZARD	SIDEWALK / LEAD WALK	7 SECTIONS	
1016	SLEEPY HOLLOW COURT	TRIP HAZARD	SIDEWALK	2 SECTIONS	
29				122 SECTIONS	3

THE RANCH & GABLES					
1218	ALABAMA	TRIP HAZARD	HANDICAP RAMP	4 SECTIONS / RAMP	
319	APACHE	DIP	SIDEWALK	6 SECTIONS	
337	APACHE	DIP	SIDEWALK	4 SECTIONS	
345	APACHE	DIP	SIDEWALK	4 SECTIONS	
500	AVALANCHE	DIP	SIDEWALK / LEAD WALK	4 SECTIONS	CUSTOMER SIDE
501	AVALANCHE	DIP	SIDEWALK	5 SECTIONS	
605	AVALANCHE	TRIP HAZARD	SIDEWALK	1 SECTION	
	BUCKSHOT CT / COMANCHE TRL	TRIP HAZARD	SIDEWALK	3 SECTIONS	
1005	BUCKSHOT COURT	TRIP HAZARD / DIP	SIDEWALK	5 SECTIONS	CUSTOMER SIDE
1009	BUCKSHOT COURT	DIP	SIDEWALK	4 SECTIONS	
1013	BUCKSHOT COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
506	COMANCHE TRAIL	TRIP HAZARD	SIDEWALK / DRIVEWAY APPROACH	2 SECTIONS	
510	COMANCHE TRAIL	TRIP HAZARD	SIDEWALK	1 SECTION	
513	COMANCHE TRAIL	TRIP HAZARD	SIDEWALK	2 SECTIONS	
604	COMANCHE TRAIL	TRIP HAZARD	SIDEWALK / DRIVEWAY APPROACH	1 SECTION	
324	CORRAL COURT	DIP	SIDEWALK	5 SECTIONS	
1012	COWBOY COURT	TRIP HAZARD	SIDEWALK / LEAD WAY (SHOWING REBAR)	2 SECTIONS	
1000	HIDEAWAY COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
1005	HIDEAWAY COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
1021	HIDEAWAY COURT	TRIP HAZARD	SIDEWALK	2 SECTIONS	
328-332	IDAHO	TRIP HAZARD	SIDEWALK	2 SECTIONS	
349	IDAHO	TRIP HAZARD	SIDEWALK	3 SECTIONS	
1230	IOWA	DIP	SIDEWALK	4 SECTIONS	
335	KANSAS	DIP	SIDEWALK	4 SECTIONS	
336	KANSAS	DIP	SIDEWALK	4 SECTIONS	
360	KANSAS	DIP	SIDEWALK	5 SECTIONS	
363	KANSAS	DIP	SIDEWALK / LEAD WALK	5 SECTIONS	CUSTOMER SIDE

THE RANCH & GABLES					
	LOOKOUT / GENE AUTRY LN	TRIP HAZARD	SIDEWALK / FIRE HYDRANT SPLASH PAD	6 SECTIONS	
1227	LONESOME DOVE	TRIP HAZARD	SIDEWALK / LEAD WALK	2 SECTIONS	
1309	LONESOME DOVE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
633	MEMORIAL HILL LANE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
637	MEMORIAL HILL LANE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
343	MONTANA	DIP	SIDEWALK	5 SECTIONS	
400	PONDEROSA	DIP	SIDEWALK / LEAD WALK	5 SECTIONS	
424	PONDEROSA	TRIP HAZARD / DIP	SIDEWALK	5 SECTIONS	
	RODEO DRIVE / TEXAS TRAIL		HANDICAP RAMP	2 SECTIONS	
604	ROTHSCHILD LANE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
608	ROTHSCHILD LANE	TRIP HAZARD	SIDEWALK	1 SECTION	
412	ROY ROGERS	TRIP HAZARD	SIDEWALK	2 SECTIONS	
319	SAGEBRUSH TRAIL	DIP	SIDEWALK	4 SECTIONS	
405	TEXAS TRAIL	TRIP HAZARD / DIP	SIDEWALK	5 SECTIONS	
42				130 SECTIONS	3
ROLLING RIDGE ESTATES					
504	CARRINGTON LANE	TRIP HAZARD	SIDEWALK	1 SECTION	
505	CARRINGTON LANE	TRIP HAZARD	SIDEWALK / FIRE HYDRANT SPLASH PAD	2 SECTIONS	
1228	CRESTWICK DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
1201	DARTMOUTH CIRCLE	DIP	SIDEWALK / LEAD WAY	5 SECTIONS	
1205	DARTMOUTH CIRCLE	TRIP HAZARD	SIDEWALK	1 SECTION	
1218	EASTWICK CIRCLE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
429	LAUREL HILL LANE	TRIP HAZARD	SIDEWALK / FIRE HYDRANT SPLASH PAD	1 SECTION	
417	REMINGTON DRIVE	TRIP HAZARD	SIDEWALK / LEAD WAY	1 SECTION	
422	REMINGTON DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
1308	SALSBURY CIRCLE	DIP	SIDEWALK	3 SECTIONS	
525	WENTWORTH LANE	TRIP HAZARD	SIDEWALK	1 SECTION	
11				20	0

STRATFORD CROSSING					
117	DEVENSHIRE	TRIP HAZARD	SIDEWALK	1 SECTION	
130	DEVENSHIRE	TRIP HAZARD	SIDEWALK	1 SECTION	
204	DEVENSHIRE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
936	DOVER	TRIP HAZARD	SIDEWALK	1 SECTION	
1007	LAUREN	TRIP HAZARD	SIDEWALK / LEAD WALK	2 SECTIONS	
1011	LAUREN	TRIP HAZARD	SIDEWALK	1 SECTION	
1023	LAUREN	TRIP HAZARD	SIDEWALK	2 SECTIONS	
806	SHADYBROOK	TRIP HAZARD	SIDEWALK	1 SECTION	
213	SHERWOOD	DIP	HANDICAP RAMP	6 SECTIONS	
209	SHERWOOD	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
123	SHERWOOD	TRIP HAZARD	SIDEWALK	1 SECTION	
11				22 SECTIONS	0
TIMBERS					
244	BRIAR OAK DRIVE	TRIP HAZARD / DIP	SIDEWALK / HANDICAP RAMP	11 SECTIONS / HANDICAP RAMP	
236	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK	7 SECTIONS	
224	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
219	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
203	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
200	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
135	BRIAR OAK DRIVE	DIP	SIDEWALK	3 SECTIONS	
131	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
130	BRIAR OAK DRIVE	SETTLED	SIDEWALK	12 SECTIONS	
127	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
126	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
122	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	CUSTOMER SIDE
118	BRIAR OAK DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	CUSTOMER SIDE
114	BRIAR OAK DRIVE	TRIP HAZARD / SETTLED	SIDEWALK / LEAD WALK	8 SECTIONS	
102	BRIAR OAK DRIVE	SETTLED / DIP	SIDEWALK	5 SECTIONS	
244	BRIAR OAK DRIVE	TRIP HAZARD	HANDICAP RAMP	1 HANDICAP RAMP	
118	ELMCREST	TRIP HAZARD	SIDEWALK	1 SECTION	
130	ELMCREST	TRIP HAZARD	SIDEWALK	1 SECTION	
200	ELMCREST	TRIP HAZARD	SIDEWALK	1 SECTION	

TIMBERS Continued					
204	ELMCREST	TRIP HAZARD	SIDEWALK	1 SECTION	
130	FALLBROOK DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
208	FALLBROOK DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
216	FALLBROOK DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
113	FALLBROOK DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
208	FOREST	TRIP HAZARD / SETTLED	SIDEWALK	4 SECTIONS	
216	FOREST	TRIP HAZARD	SIDEWALK / HANDICAP RAMP	4 SECTIONS	
210	GLENWOOD	TRIP HAZARD	SIDEWALK	5 SECTIONS	
533	HACKBERRY DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
112	HAWTHORNE DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
113	HAWTHORNE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
117	HAWTHORNE DRIVE	TRIP HAZARD	LEAD WALK	1 SECTION	CUSTOMER SIDE
120	HAWTHORNE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
208	HAWTHORNE DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
209	HAWTHORNE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	3 SECTIONS	
212	HAWTHORNE	TRIP HAZARD	SIDEWALK	1 SECTION	
217	HAWTHORNE DRIVE	TRIP HAZARD	SIDEWALK / HANDICAP RAMP	4 SECTIONS	
220	HAWTHORNE	TRIP HAZARD / SETTLED	SIDEWALK / LEAD WALK	4 SECTIONS	CUSTOMER SIDE - SIDEWALK
221	HAWTHORNE DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
300	HAWTHORNE	TRIP HAZARD	SIDEWALK / LEAD WALK	5 SECTIONS	
301	HAWTHORNE	TRIP HAZARD / DIP	SIDEWALK / LEAD WALK	7 SECTIONS	
304	HAWTHORNE	TRIP HAZARD	SIDEWALK / LEAD WALK	6 SECTIONS	
308	HAWTHORNE	TRIP HAZARD	SIDEWALK / LEAD WALK	5 SECTIONS	
312	HAWTHORNE	TRIP HAZARD	SIDEWALK / LEAD WALK	3 SECTIONS	CUSTOMER SIDE - DRIVEWAY
317	HAWTHORNE	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
320	HAWTHORNE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
321	HAWTHORNE	TRIP HAZARD / DIP	SIDEWALK	3 SECTIONS	

TIMBERS Continued					
324	HAWTHORNE	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
328	HAWTHORNE	TRIP HAZARD	SIDEWALK	4 SECTIONS	
329	HAWTHORNE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
333	HAWTHORNE	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
405	HAWTHORNE	TRIP HAZARD	SIDEWALK	1 SECTION	
429	HAWTHORNE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
433	HAWTHORNE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
501	HAWTHORNE	TRIP HAZARD	SIDEWALK	1 SECTION	
510	HAWTHORNE	TRIP HAZARD	SIDEWALK	1 SECTION	
523	HAWTHORNE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
324	HEATHER BROOK	TRIP HAZARD	SIDEWALK	2 SECTIONS	
427	HICKORY DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
435	HICKORY DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	CUSTOMER SIDE
440	HICKORY DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
500	HICKORY DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
508	HICKORY DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
509	HICKORY DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
512	HICKORY DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
516	HICKORY DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
524	JASMINE DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
532	JASMINE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
318	KENTWOOD DRIVE	TRIP HAZARD	HANDICAP RAMP	1 HANDICAP RAMP	
422	MAPLE SUGAR	TRIP HAZARD / SETTLED	SIDEWALK	5 SECTIONS	
434	MAPLE SUGAR	TRIP HAZARD / SETTLED	SIDEWALK	5 SECTIONS	
442	MAPLE SUGAR	TRIP HAZARD	SIDEWALK / LEAD WALK	11 SECTIONS	
443	MAPLE SUGAR	TRIP HAZARD	SIDEWALK	5 SECTIONS	
117	MEADOW CREEK	TRIP HAZARD / DIP	SIDEWALK	7 SECTIONS	CUSTOMER SIDE - DRIVEWAY
121	MEADOW CREEK	TRIP HAZARD / SETTLED	SIDEWALK / LEAD WALK	7 SECTIONS	
301-305	MESQUITE COURT	TRIP HAZARD	SIDEWALK	3 SECTIONS	
312	MESQUITE COURT	DIP	SIDEWALK	6 SECTIONS	
317	MESQUITE COURT	TRIP HAZARD	SIDEWALK	4 SECTIONS	
241	MIMOSA DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	

TIMBERS Continued					
244	MIMOSA DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
249	MIMOSA DRIVE	TRIP HAZARD / DIP	SIDEWALK	9 SECTIONS	
341	MIMOSA DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
405	MIMOSA DRIVE	TRIP HAZARD	SIDEWALK	4 SECTIONS	
110	OAKBLUFF DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	CUSTOMER SIDE
122	OAKBLUFF DRIVE	TRIP HAZARD	HANDICAP RAMP	1 HANDICAP RAMP	
125	OAKBLUFF DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
205	OAKBLUFF DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
213	OAKBLUFF DRIVE	TRIP HAZARD / DIP	SIDEWALK	8 SECTIONS	
221 -217	OAKBLUFF DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
301	OAKDALE	TRIP HAZARD	SIDEWALK	1 SECTION	
309	OAKDALE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
403	OAK GLEN	TRIP HAZARD / DIP	SIDEWALK	8 SECTIONS	
411	OAK GLEN	TRIP HAZARD	SIDEWALK	2 SECTIONS	
412	OAK GLEN	TRIP HAZARD / SETTLED	SIDEWALK	7 SECTIONS	
416	OAK GLEN	TRIP HAZARD	SIDEWALK	10 SECTIONS	
419	OAK GLEN	TRIP HAZARD	SIDEWALK	17 SECTIONS	
420	OAK GLEN	TRIP HAZARD	SIDEWALK	9 SECTIONS	
423	OAK GLEN	SETTLED DUE TO CITY SEWER REPAIR	SIDEWALK	13 SECTIONS	
424	OAK GLEN	TRIP HAZARD	SIDEWALK	3 SECTIONS	
220	PEACHTREE DRIVE	TRIP HAZARD	HANDICAP RAMP	1 HANDICAP RAMP	
220	PEACHTREE DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
224	PEACHTREE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
224	PEACHTREE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
228	PEACHTREE DRIVE	TRIP HAZARD	SIDEWALK / DRIVEWAY APPROACH	3 SECTIONS	
232	PEACHTREE DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
301	PINE TOP DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
309	PINE TOP DRIVE	DIP	SIDEWALK / LEAD WALK	7 SECTIONS	
313	PINE TOP DRIVE	TRIP HAZARD / DIP	SIDEWALK	5 SECTIONS	
317	PINE TOP DRIVE	DIP	SIDEWALK / LEAD WALK	7 SECTIONS	
333	PINE TOP DRIVE	TRIP HAZARD / DIP	SIDEWALK	7 SECTIONS	

TIMBERS Continued					
341	PINE TOP DRIVE	TRIP HAZARD / DIP	SIDEWALK / LEAD WALK	4 SECTIONS	
119	POST CREST DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
122	POST CREST DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
127	POST CREST DRIVE	DIP	SIDEWALK	4 SECTIONS	
126	POST CREST DRIVE	DIP	SIDEWALK / LEAD WALK	4 SECTIONS	
143	POST CREST DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
151	POST CREST DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
428	RAINFOREST COURT	TRIP HAZARD	SIDEWALK	3 SECTIONS	
435	RAINFOREST COURT	TRIP HAZARD	SIDEWALK	5 SECTIONS	
436	RAINFOREST COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
300	RAINTREE DRIVE	TRIP HAZARD	SIDEWALK / DRIVEWAY APPROACH	5 SECTIONS	
117	RIDGESTONE	TRIP HAZARD	SIDEWALK / DRIVEWAY APPROACH	11 SECTIONS	CUSTOMER SIDE - DRIVEWALK
121	RIDGESTONE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
125	RIDGESTONE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
129	RIDGESTONE	TRIP HAZARD / SETTLED	SIDEWALK	8 SECTIONS	
133	RIDGESTONE	TRIP HAZARD	SIDEWALK	11 SECTIONS	
201	RIDGESTONE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
205	RIDGESTONE	TRIP HAZARD	SIDEWALK	7 SECTIONS	
209	RIDGESTONE	TRIP HAZARD	SIDEWALK	1 SECTION	
408	ROCKY GLEN	TRIP HAZARD	SIDEWALK	1 SECTION	
411	ROCKY GLEN	TRIP HAZARD	SIDEWALK / LEAD WALK / VALVE STACKS	18 SECTIONS	
412	ROCKY GLEN	TRIP HAZARD	SIDEWALK	4 SECTIONS	
415	ROCKY GLEN	TRIP HAZARD	SIDEWALK	4 SECTIONS	
418	ROCKY GLEN	TRIP HAZARD	SIDEWALK / LEAD WALK	2 SECTIONS	
419	ROCKY GLEN	TRIP HAZARD	SIDEWALK / LEAD WALK / DRIVEWAY APPROACH	3 SECTIONS	
420	ROCKY GLEN	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
423	ROCKY GLEN	TRIP HAZARD	SIDEWALK / LEAD WALK / DRIVEWAY APPROACH	4 SECTIONS	
424	ROCKY GLEN	TRIP HAZARD	SIDEWALK	2 SECTIONS	

TIMBERS Continued

308	ROLLING OAK DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	9 SECTIONS	CUSTOMER SIDE
309	ROLLING OAK DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
312	ROLLING OAK DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
313	ROLLING OAK DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	7 SECTIONS	
316	ROLLING OAK DRIVE	TRIP HAZARD / DIP	SIDEWALK	3 SECTIONS	
317	ROLLING OAK DRIVE	TRIP HAZARD / DIP	SIDEWALK / DRIVEWAY APPROACH	5 SECTIONS	
320	ROLLING OAK DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
321	ROLLING OAK DRIVE	SETTTLED	SIDEWALK / LEAD WALK	3 SECTIONS	
329	ROLLING OAK DRIVE	TRIP HAZARD	SIDEWALK / DRIVEWAY APPROACH	1 SECTION	
331	ROLLING OAK DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
	SHADY TIMBERS LAND / PINE TOP DRIVE	HANDICAP RAMP	HANDICAP RAMP	3 SECTIONS	
201	SHADY TIMBERS DRIVE	TRIP HAZARD	HANDICAP RAMP	6 SECTIONS	
205	SHADY TIMBERS DRIVE	TRIP HAZARD / LEAD WALK	SIDEWALK / LEAD WALK	4 SECTIONS	
221	SHADY TIMBERS DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
225	SHADY TIMBERS DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
300	Shady Timbers Ln / Pine Top Dr			8 SECTIONS	
304	SHADY TIMBERS LANE	TRIP HAZARD / DIP	SIDEWALK	9 SECTIONS	
305	SHADY TIMBERS LANE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
308	SHADY TIMBERS LANE	TRIP HAZARD	LEAD WALK	1 SECTION	
309	SHADY TIMBERS LANE	DIP	SIDEWALK	3 SECTIONS	
312	SHADY TIMBERS LANE	TRIP HAZARD	SIDEWALK	4 SECTIONS	
313	SHADY TIMBERS LANE	TRIP HAZARD	SIDEWALK / LEAD WALK / DRIVEWAY APPROACH	4 SECTIONS	
316	SHADY TIMBERS LANE	TRIP HAZARD	SIDEWALK	1 SECTION	
317	SHADY TIMBERS LANE	TRIP HAZARD / DIP	SIDEWALK	5 SECTIONS	
324-328	SHADY TIMBERS LANE- Flume		FLUME	1 SECTION	
328	SHADY TIMBERS LANE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
413	SUMAC COURT	DIP	SIDEWALK	3 SECTIONS	
420	SUMAC COURT	TRIP HAZARD	SIDEWALK	2 SECTIONS	
	SUMAC COURT	TRIP HAZARD	SIDEWALK	8 SECTIONS	

TIMBERS Continued					
421	SUMAC COURT	TRIP HAZARD	SIDEWALK	6 SECTIONS	
424	SUMAC COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
428	SUMAC COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
437	SUMAC COURT	TRIP HAZARD	SIDEWALK	6 SECTIONS	
	SUNNY CREST DRIVE / WOODLAKE DRIVE	Valve Stack			
116	SUNNY CREST DRIVE	TRIP HAZARD / SETTLED	SIDEWALK	4 SECTIONS	
120	SUNNY CREST DRIVE	TRIP HAZARD	SIDEWALK	4 SECTIONS	
121	SUNNY CREST DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
124	SUNNY CREST DRIVE	TRIP HAZARD	SIDEWALK	4 SECTIONS	CUSTOMER SIDE - DRIVEWAY
125	SUNNY CREST DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
128	SUNNY CREST DRIVE	TRIP HAZARD /SETTLED	SIDEWALK	9 SECTIONS	
129	SUNNY CREST DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
200	SUNNY CREST DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	8 SECTIONS	
201	SUNNY CREST DRIVE	TRIP HAZARD	SIDEWALK	4 SECTIONS	
204	SUNNY CREST DRIVE	SETTLED	SIDEWALK / LEAD WALK	7 SECTIONS	
111	SWEETGUM	TRIP HAZARD	SIDEWALK	1 SECTION	
309	SYCAMORE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	6 SECTIONS	
313	SYCAMORE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	7 SECTIONS	
316-320	SYCAMORE DRIVE	DIP	SIDEWALK	2 SECTIONS	
324	SYCAMORE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
337	SYCAMORE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
340	SYCAMORE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
340	SYCAMORE DRIVE	TRIP HAZARD / DIP	SIDEWALK	7 SECTIONS	
341	SYCAMORE DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
349	SYCAMORE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
529	TALL TREE DRIVE	TRIP HAZARD	HANDICAP RAMP	2 SECTIONS	
601	TALL TREE DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
604	TALL TREE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
613	TALL TREE DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
105	TIMBERBLUFF	TRIP HAZARD	SIDEWALK	2 SECTIONS	
110	TIMBERBLUFF	TRIP HAZARD /SETTLED	SIDEWALK	4 SECTIONS	

TIMBERS Continued					
114	TIMBERBLUFF	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
117	TIMBERBLUFF	TRIP HAZARD	SIDEWALK	2 SECTIONS	
121	TIMBERBLUFF	TRIP HAZARD	SIDEWALK	2 SECTIONS	
126	TIMBERBLUFF	TRIP HAZARD	SIDEWALK	2 SECTIONS	
133	TIMBERBLUFF	TRIP HAZARD	SIDEWALK	1 SECTION	
200	TIMBERBLUFF	TRIP HAZARD	SIDEWALK	3 SECTIONS	
201	TIMBERBLUFF	TRIP HAZARD	SIDEWALK	3 SECTIONS	
206	TIMBERBLUFF	TRIP HAZARD	HANDICAP RAMP	1 SECTION	
217	TIMBERBLUFF	TRIP HAZARD	SIDEWALK	1 SECTION	
100	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	4 SECTIONS	CUSTOMER SIDE - SIDEWALK
101	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
104	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
108	TIMBER RIDGE DRIVE	TRIP HAZARD / DIP / SETTLED	SIDEWALK	13 SECTIONS	
109	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
112	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	8 SECTIONS	
113	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	7 SECTIONS	
116	TIMBER RIDGE DRIVE	TRIP HAZARD / DIP	SIDEWALK	11 SECTIONS	CUSTOMER SIDE - DRIVEWAY
117	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
120	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
121	TIMBER RIDGE DRIVE	TRIP HAZARD / DIP	SIDEWALK	3 SECTIONS	
124	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	8 SECTIONS	
125	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	5 SECTIONS	
128	TIMBER RIDGE DRIVE	TRIP HAZARD / DIP	SIDEWALK	14 SECTIONS	CUSTOMER SIDE - DRIVEWAY
129	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	8 SECTIONS	
133	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
200	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK / DRIVEWAY APPROACH	9 SECTIONS	
201	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
205	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	7 SECTIONS	

TIMBERS Continued					
208	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK / DRIVEWAY APPROACH	3 SECTIONS	
212	TIMBER RIDGE DRIVE	TRIP HAZARD / DIP	SIDEWALK	6 SECTIONS	
213	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	14 SECTIONS	
220	TIMBER RIDGE DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
419	WALNUT DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
420	WALNUT DRIVE	DIP	SIDEWALK	4 SECTIONS	
423	WALNUT DRIVE	TRIP HAZARD	SIDEWALK	7 SECTIONS	
426	WALNUT DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	CUSTOMER SIDE
427	WALNUT DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
435	WALNUT DRIVE	TRIP HAZARD / SETTLED	SIDEWALK	8 SECTIONS	CUSTOMER SIDE
436	WALNUT DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
444	WALNUT DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
448	WALNUT DRIVE	TRIP HAZARD	SIDEWALK	4 SECTIONS	
516	WEEPING WILLOW DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
519	WEEPING WILLOW DRIVE	TRIP HAZARD / DIP	SIDEWALK	8 SECTIONS	
520	WEEPING WILLOW DRIVE	TRIP HAZARD / DIP	SIDEWALK	9 SECTIONS	
523	WEEPING WILLOW DRIVE	TRIP HAZARD / DIP	SIDEWALK	5 SECTIONS	
528	WEEPING WILLOW DRIVE	TRIP HAZARD	SIDEWALK	7 SECTIONS	
531	WEEPING WILLOW DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
535	WEEPING WILLOW DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
536	WEEPING WILLOW DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
216	WESTWOOD DRIVE	DIP	SIDEWALK	5 SECTIONS	
220	WESTWOOD DRIVE	TRIP HAZARD	SIDEWALK / HANDICAP RAMP	4 SECTIONS/HANDICAP RAMP	
	WILLOW BEND DRIVE / BRIAR OAK DRIVE	TRIP HAZARD	HANDICAP RAMP	3 SECTIONS	
408	WILLOW BEND DRIVE	TRIP HAZARD / SETTLED	SIDEWALK	2 SECTIONS	CUSTOMER SIDE - DRIVEWAY
413	WILLOW BEND DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
417	WILLOW BEND DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
421	WILLOW BEND DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
424	WILLOW BEND DRIVE	TRIP HAZARD / DIP / SETTLED	SIDEWALK	5 SECTIONS	

TIMBERS Continued					
429	WILLOW BEND DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	2 SECTIONS	
428	WILLOW BEND DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	3 SECTIONS	
432	WILLOW BEND DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
411	WOODCREST	TRIP HAZARD	SIDEWALK / LEAD WALK	8 SECTIONS	
412	WOODCREST	TRIP HAZARD	SIDEWALK / LEAD WALK	13 SECTIONS	
415	WOODCREST	TRIP HAZARD / SETTLED	SIDEWALK	9 SECTIONS	
416	WOODCREST	TRIP HAZARD / SETTLED	SIDEWALK	11 SECTIONS	
420	WOODCREST	TRIP HAZARD	SIDEWALK / DRIVEWAY APPROACH	2 SECTIONS	CUSTOMER SIDE - DRIVEWAY & SIDEWALK
225	WOODLAKE DRIVE	TRIP HAZARD / SETTLED	SIDEWALK / LEAD WALK	16 SECTIONS	CUSTOMER SIDE
300	WOODLAKE DRIVE	TRIP HAZARD	SIDEWALK	2 SECTION	
305	WOODLAKE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	4 SECTIONS	
309	WOODLAKE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
312	WOODLAKE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	10 SECTIONS	
Lot next to 313	WOODLAKE DRIVE			2 SECTIONS	
316	WOODLAKE DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
324	WOODLAKE DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
328	WOODLAKE DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
332	WOODLAKE DRIVE	TRIP HAZARD / SETTLED	SIDEWALK	6 SECTIONS	
340	WOODLAKE DRIVE	TRIP HAZARD	SIDEWALK	5 SECTIONS	
344	WOODLAKE DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
278				1158 SECTIONS	19
WINDY HILL FARMS					
705	ASHLEY PLACE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
712	ASHLEY PLACE	TRIP HAZARD	SIDEWALK	1 SECTION	
216	BRANDON LANE	TRIP HAZARD	SIDEWALK	1 SECTION	
321	ELIZABETH TRAIL	DIP	SIDEWALK	5 SECTIONS	
621	JOHN CLOSE	TRIP HAZARD	SIDEWALK	1 SECTION	
625	JOHN CLOSE	TRIP HAZARD	SIDEWALK	1 SECTION	
220	JUSTIN ROAD	TRIP HAZARD	SIDEWALK	2 SECTIONS	

WINDY HILL FARMS					
135	MERIDETH DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
408	MICHAEL DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
427	MICHAEL DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
513	MICHAEL DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
140	PAIGE COURT	TRIP HAZARD	SIDEWALK	1 SECTION	
205	SARAH WAY	TRIP HAZARD	SIDEWALK	2 SECTIONS	
240	SELETA DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
408	SELETA DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
409	SELETA DRIVE	DIP	SIDEWALK	4 SECTIONS	
412	SELETA DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
421	SELETA DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
437	SELETA DRIVE	TRIP HAZARD	SIDEWALK	3 SECTIONS	
448	SELETA DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
225	SHEILA AVENUE	TRIP HAZARD	SIDEWALK	1 SECTION	
138	SHELBY TRACE	TRIP HAZARD / DIP	SIDEWALK	4 SECTIONS	
154	SHELBY TRACE	TRIP HAZARD	SIDEWALK	1 SECTION	
162	SHELBY TRACE	DIP	SIDEWALK	4 SECTIONS	
425	SOREN DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
446	SOREN DRIVE	TRIP HAZARD	SIDEWALK / LEAD WALK	1 SECTION	
445	SOREN DRIVE	TRIP HAZARD	SIDEWALK	2 SECTIONS	
449	SOREN DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
612	TAYLOR TRAIL	TRIP HAZARD	SIDEWALK	1 SECTION	
236	TERESA STREET	TRIP HAZARD / DIP	SIDEWALK	5 SECTIONS	
205	THOMAS DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
317	THOMAS DRIVE	TRIP HAZARD	SIDEWALK	6 SECTIONS	
320	THOMAS DRIVE	TRIP HAZARD	SIDEWALK	1 SECTION	
33				63 SECTIONS	0
PARKS					
	BRENTWOOD PARK			8 SECTIONS	
	CITY PARK			30 SECTIONS	
	MAXWELL CREEK TRAILS			10 SECTIONS	
	MUSTANG PARK			5 SECTIONS	
4				53 SECTIONS	0

GRAND TOTAL			
554		1863 SECTIONS	25

**City Council Meeting
December 2, 2014**

Issue

Discussion on the City's Safe Routes to School Project.

Staff Resource/Department

Bernie Parker, Director of Public Services
James Fisher, City Manager

Summary

The City of Murphy received a Safe Routes to School Grant in 2012 for sidewalks along North Murphy Road, Rolling Ridge Drive and through Brentwood Park. The grant also provides for enhanced pedestrian crossings on North Murphy Road at Spring Ridge and Windsor.

Board Discussion/Action

The City has had a preconstruction meeting with the contractor who will begin work this December. The purpose of this item is to update the City Council and to review the construction schedule (it is being finalized and will be available on December 2nd).

Action Requested

Attachments

Freese and Nichols Power Point Presentation



Project Update

CITY OF MURPHY

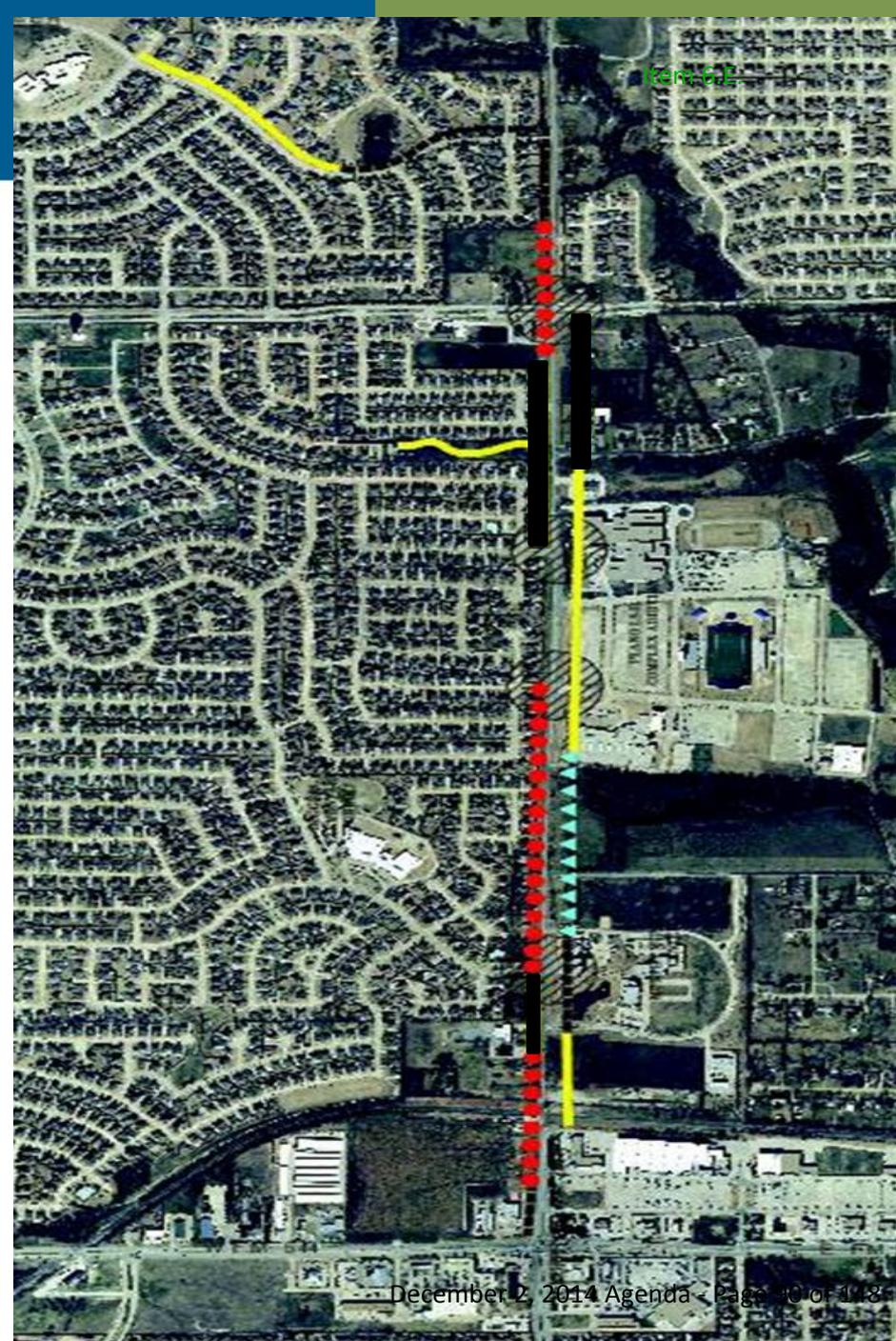
SAFE ROUTES TO SCHOOL PROJECT

City Council Meeting

December 2, 2014

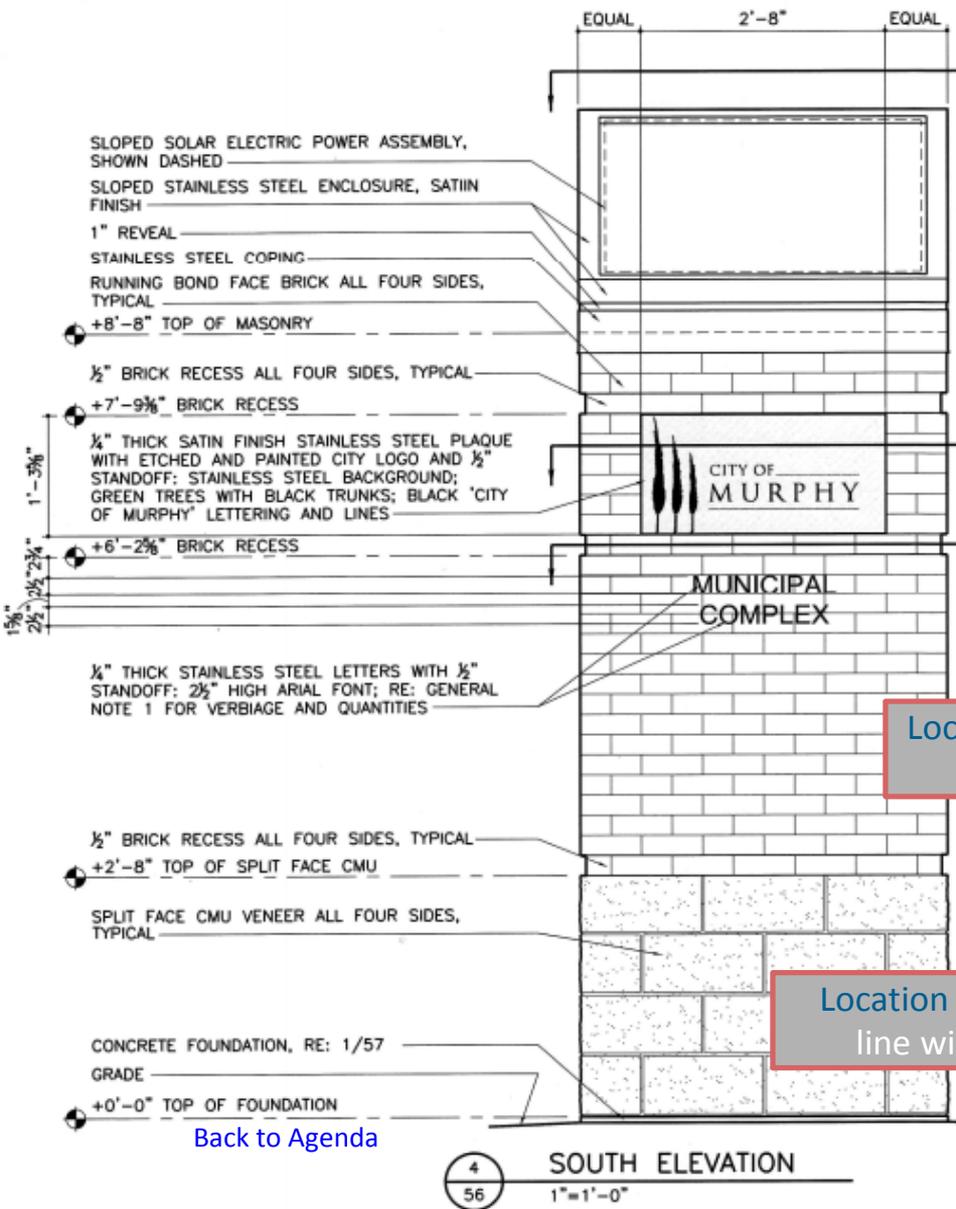
Project Status Update

- Bid Opening on July 30, 2014
 - Apparent Low Bidder
3i Construction, LLC (Dallas)
- Received TxDOT's Approval for Award on September 30, 2014
- Executed Contract Documents on November 21, 2014
- Expected Notice to Proceed December 15, 2014



Gateway Treatments

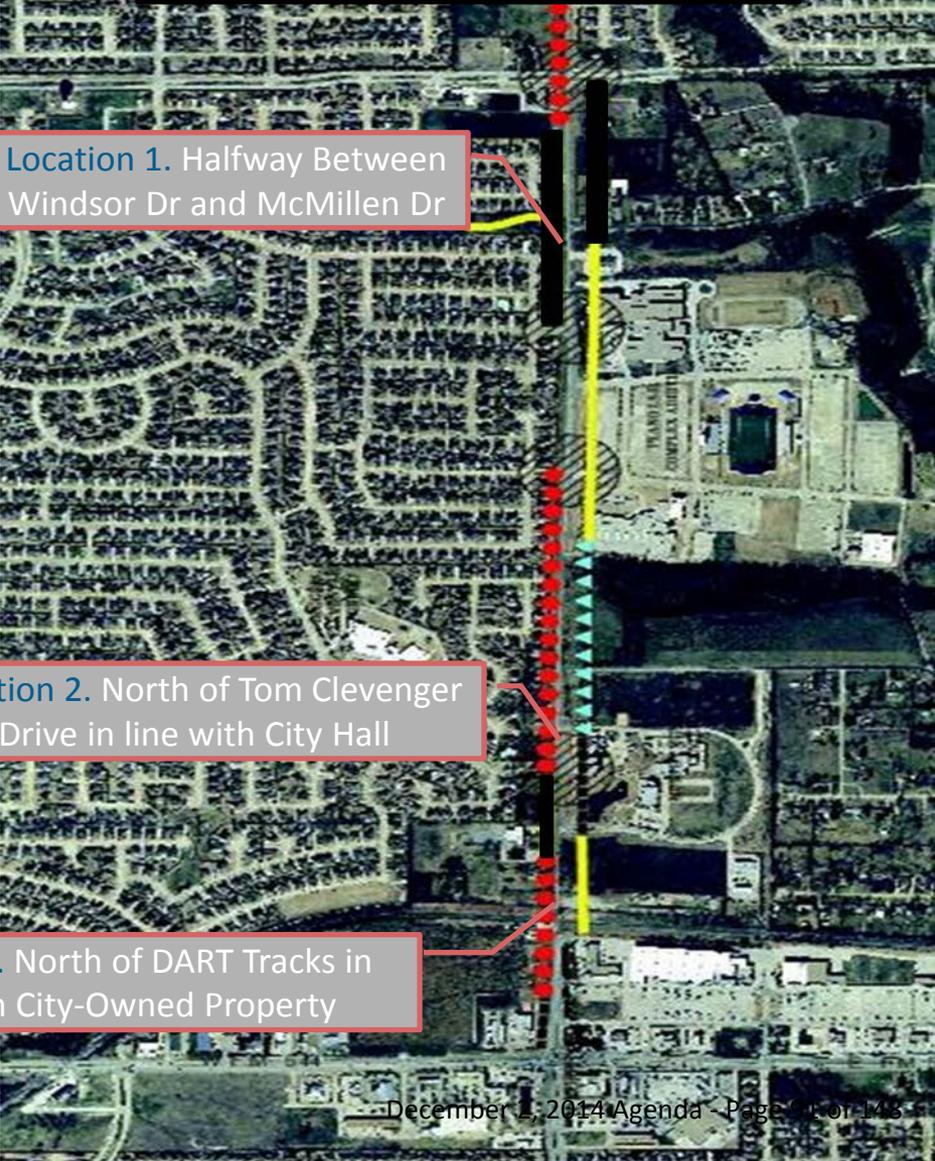
Three (3) Gateway Monuments located in the Medians of N. Murphy Rd Item 6.E.



Location 1. Halfway Between Windsor Dr and McMillen Dr

Location 2. North of Tom Clevenger Drive in line with City Hall

Location 3. North of DART Tracks in line with City-Owned Property

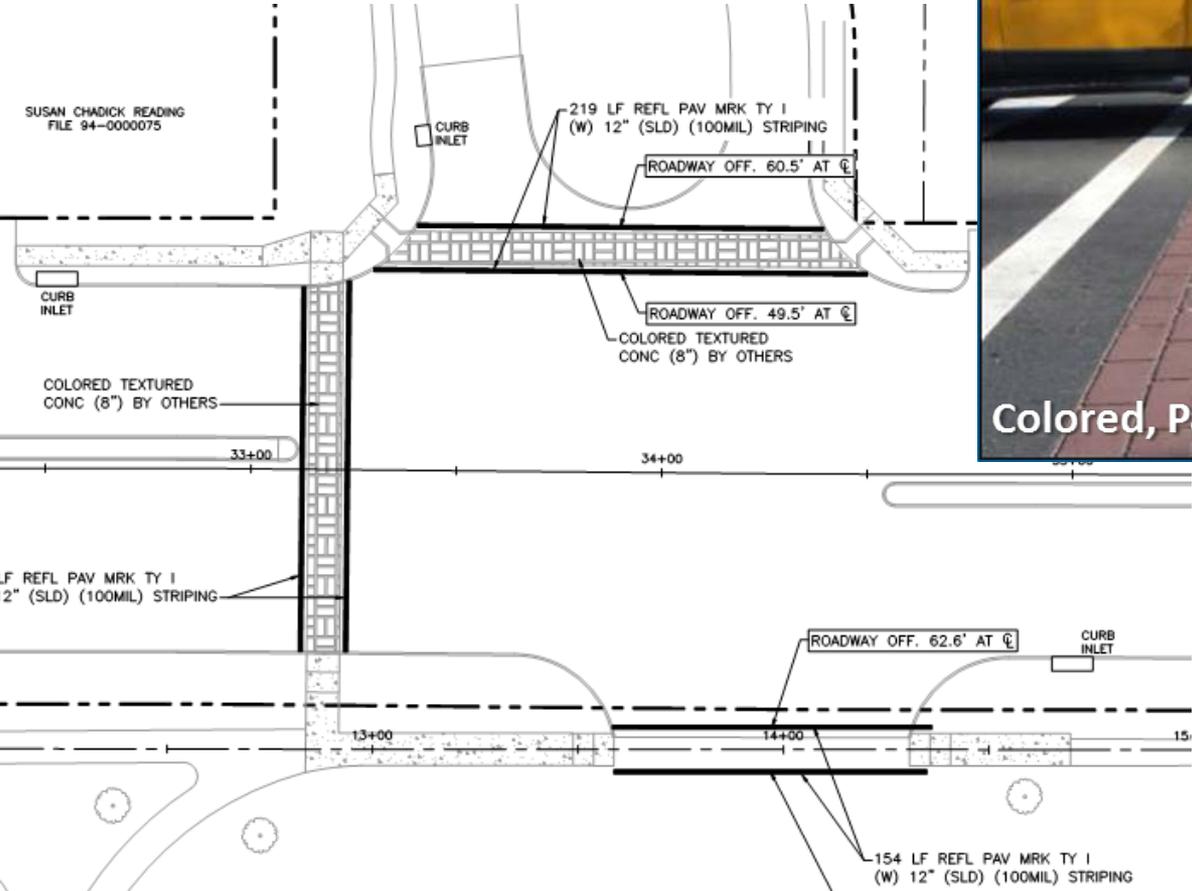


[Back to Agenda](#)

Intersection Improvements



Glen Ridge Drive



Crosswalk, Sidewalk and Ramps to be placed by TxDOT's Contractor

Striping Improvements to be placed by SRTS Contractor

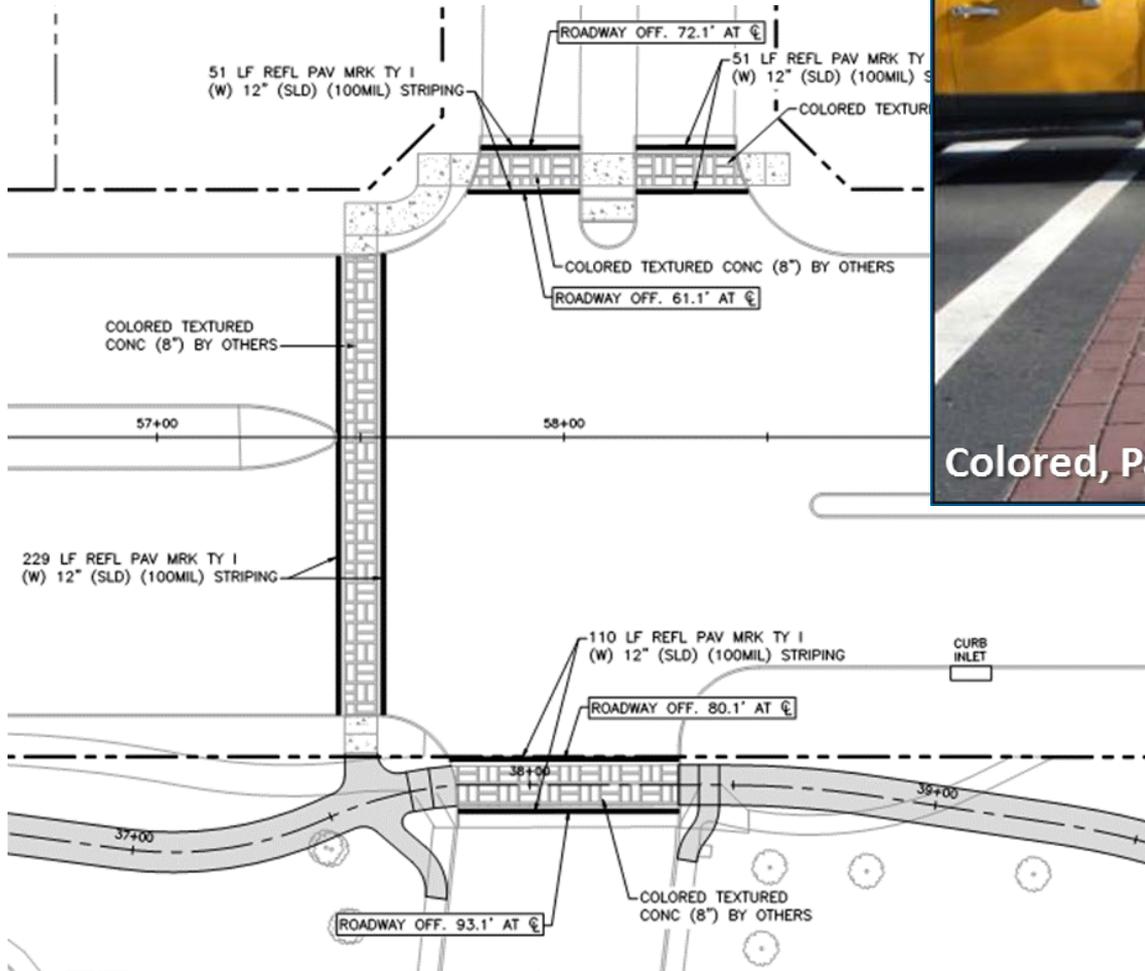
City's Fire Station



Intersection Improvements



- Spring Ridge Drive



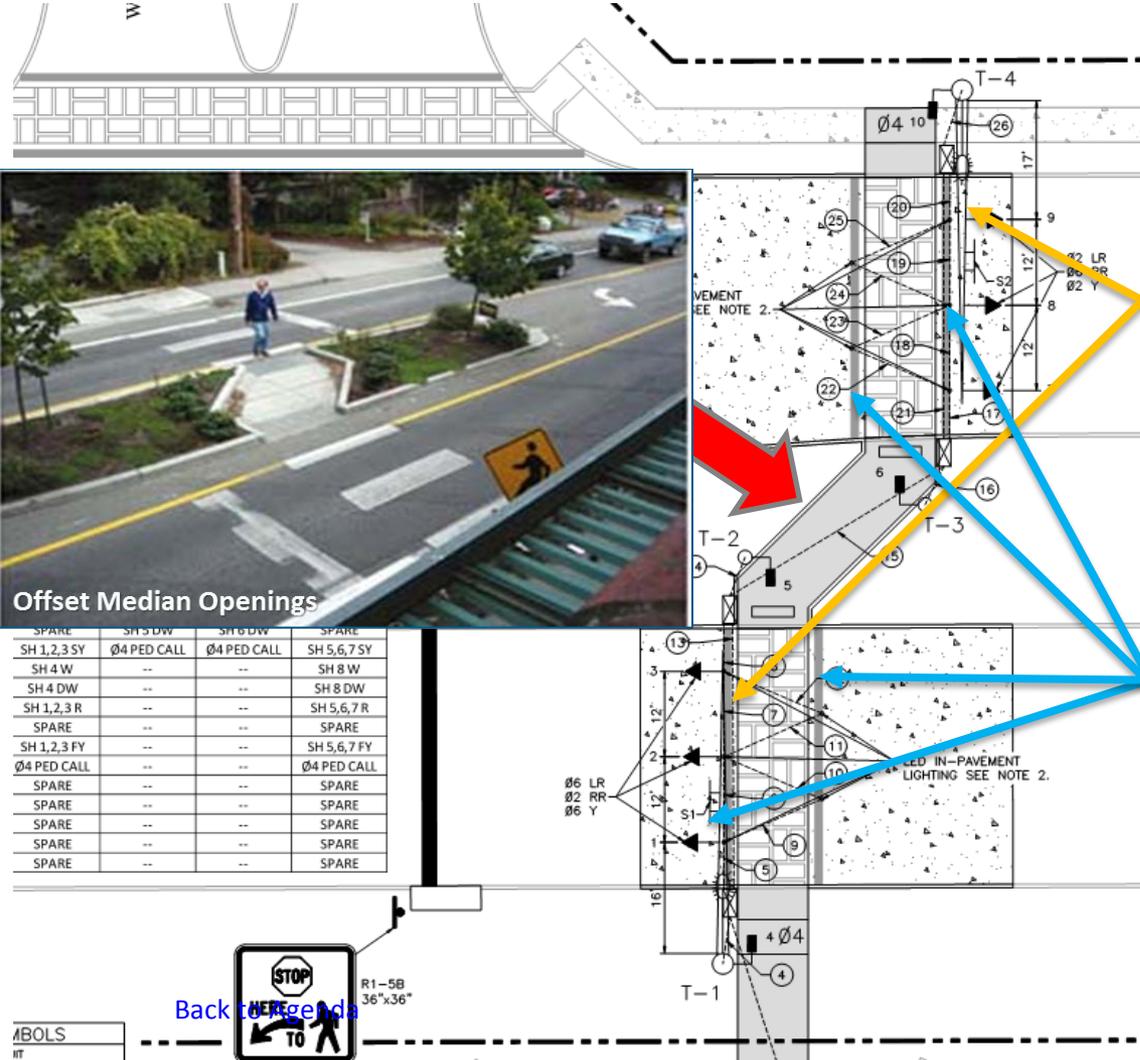
Crosswalk, Sidewalk and Ramps to be placed by TxDOT's Contractor

Sidewalks (*shown in gray*) and Striping Improvements to be placed by SRTS Contractor



Intersection Improvements

- Windsor Road



SPARE	SH 3 DW	SH 6 DW	SPARE
SH 1,2,3 SY	Ø4 PED CALL	Ø4 PED CALL	SH 5,6,7 SY
SH 4 W	--	--	SH 8 W
SH 4 DW	--	--	SH 8 DW
SH 1,2,3 R	--	--	SH 5,6,7 R
SPARE	--	--	SPARE
SH 1,2,3 FY	--	--	SH 5,6,7 FY
Ø4 PED CALL	--	--	Ø4 PED CALL
SPARE	--	--	SPARE
SPARE	--	--	SPARE
SPARE	--	--	SPARE
SPARE	--	--	SPARE
SPARE	--	--	SPARE



Next Steps



- **Construction Schedule**

- 149 Working Days
- Expected Notice to Proceed by December 15, 2014
- Expected Date of Completion June 1, 2015

- **Stages of Work Areas and Workers**

- Rolling Ridge Drive during Christmas Break (December 22 – January 5)
- Brentwood Park
- North Murphy Road
 - Starting on the North near First Baptist Church
 - Moving South towards the DART Tracks

**City Council Meeting
December 2, 2014**

Issue

Consider and/or act upon the proposed revisions to the Murphy Personnel Policies and Procedures Handbook.

Staff Resource/Department

James Fisher, City Manager

Jana Traxler, Human Resources Manager

Summary of Changes

The Personnel Policies and Procedures Handbook is reviewed on an annual basis as an opportunity to make sure it has appropriate provisions in place to continue to allow for effective and efficient employee administration and to make revisions as deemed necessary. We propose the new handbook, including the following revisions, be effective December 27, 2014.

Section 3.03: Meals and Incidental Expenses

In addition to our current per diem reimbursement policy, any per diem reimbursement request for a meal that is already provided complimentary by the destination event/conference shall be subject to proof of receipt and approval by the City Manager.

Section 3.12: Overtime Worked

A clarification was made that the definition of overtime as defined in our handbook (working in excess of forty (40) hours per week) does not include shift assigned fire suppression personnel.

Holiday and vacation time will now count as “hours worked” for purposes of calculating overtime for all non-exempt employees instead of just non-exempt sworn fire and police personnel.

Section 4.06: General Policy – Vacation Leave

City of Murphy employees will no longer have a maximum vacation accrual amount. Instead, a maximum payout amount has been determined for each employee based on their tenure with the City. Any employee who separates employment for any reason (voluntary or involuntary), that has successfully completed his or her initial introductory period of employment, shall receive pay for accumulated vacation time up to the maximum payout amounts. Any remaining leave above and beyond the maximum payout amount shall be forfeited. All employees will be required to take at least one (1) week of vacation per year.

Section 5.05: Longevity

Employees who terminate prior to the month of November each year will receive a prorated longevity payment on their final check that will be calculated based only on the number of months that have passed between September 1 and the date of their separation. The City Manager, on a case by case basis, has discretion to override this policy and pay the full longevity amount for an employee’s entire tenure upon their separation for employees that have been employed five (5) years or longer only.

Section 6.14: Smoking/Tobacco Products

The City would like to propose a tobacco-free hiring policy. This policy would not impact current employees, but would serve as a foundation in moving the City towards becoming a tobacco free employer.

Board Discussion/Action

Approve the new Murphy Personnel Policies and Procedures Handbook, including the proposed revisions, to be effective December 27, 2014.

Attachments

Section: 3.03 Meals and Incident Expenses
Section: 3.12 Overtime Worked
Section: 4.06 General Policy – Vacation Leave
Section: 5.05 Longevity Pay
Section: 6.14 Smoking and Tobacco Products

3.03 **Meals and Incidental Expenses**

For travel that includes overnight stays, the City of Murphy will follow IRS guidelines for per diem amounts for meals and incidental expenses based on the destination city. For expenses above the IRS guidelines, receipts must be submitted and will be approved by the City Manager and Finance Director. Itemized receipts are not required for meals reimbursed at the per diem rate. Any reimbursement for expenses for meals and other incidental expenses exceeding the allowable per diem amount must have a receipt and be approved by the City Manager. Additionally, when a complimentary meal is made available by the destination event/conference and an employee chooses to purchase that meal elsewhere for any reason, the per diem reimbursement request for that specific meal purchase must have a receipt and be reviewed for payment by the City Manager.

3.12 OVERTIME WORKED

Non-exempt personnel may be required to work hours in excess of their official established hours when necessary as determined by departmental management. Specific extra work assignments shall be rotated and allocated as evenly as possible among employees qualified to do the work. Employees are expected to respond to a reasonable request to work extra hours and may be subject to disciplinary action for failing to stay or report for such hours. Non-exempt employees are discouraged from working at any time, other than scheduled working hours, including taking work home and using electronic devices for purposes of work when off duty, unless authorized by the employee's supervisor.

Overtime is defined as hours worked in excess of forty (40) hours per work week for all non-exempt employees, excluding non-exempt certified police and shift assigned fire suppression personnel. Holiday and vacation time count as "hours worked" for purposes of calculating overtime for all non-exempt employees. ~~only for non-exempt sworn fire and police personnel.~~ "Hours worked" for purposes of calculating overtime does not include all other leave types. For purposes of calculating the number of hours worked in a week, the City workweek is from Saturday 12:00.00 a.m. to Friday 11:59:59 p.m. Non-exempt employees are compensated for overtime worked by being paid payment at the rate of one and one-half times the employee's regular hourly rate.

4.06 GENERAL POLICY-VACATION LEAVE

4.06.01 Scheduling Vacation. Vacation leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Vacation leave may also be used for purposes of attending to personal business, extension of sick leave when accrued sick leave is exhausted, inability to travel to work because of inclement weather or for other purposes.

Employees are expected to submit their preferred vacation schedule to the appropriate supervisor at least two weeks in advance in order to avoid any scheduling problems that may develop. Whenever possible, vacation time will be granted at the convenience of the employee; however, Department Heads must be certain that vacations do not interfere with the normal functions and activities of departmental operations. The Police and Fire Departments may have departmental policies concerning the scheduling of vacation. Vacation time requests, if not requested in advance, may be denied. Vacation leave may be taken in full days or in one hour increments of time.

4.06.02 Vacation Accrual Rate. In the year of hire, regular full-time employees shall accrue vacation leave during their six-month introductory period, but vacation leave may not be used until after completion of this period. Eligibility for, and accrual rate of, vacation benefits is determined by length of service provided to the City.

- A. Regular full-time employees with up to five (5) years of continuous regular full-time service with the City shall accrue vacation leave at a rate of 3.08 hours per pay period (4.62 hours per pay period for full-time firefighters). Regular full-time employees who have completed five (5) or more years but less than ten (10) years of continuous regular full-time service with the City shall accrue vacation leave at a rate of 4.62 hours per pay period (6.92 hours per pay period for full-time firefighters). Regular full-time employees who have completed ten (10) years or more of continuous regular full-time service with the City shall accrue vacation leave at a rate of 6.15 hours per pay period (9.23 hours per pay period for full-time firefighters). Regular full-time employees who work less than 40 hours per week will receive vacation time on a pro-rated basis.

Employees Working 2080 Hours Per Year

Years of Continuous Service	Pay Period Accrual	Hours Per Year	<u>Maximum Accrued Leave Payout</u>
Less Than Five (5) Years	3.08 Hours	80 Hours	<u>120 Hours</u>
Five (5) or More Years But Less Than Ten (10) Years	4.62 Hours	120 Hours	<u>160 Hours</u>
Ten (10) Or More Years	6.15 Hours	160 Hours	<u>200 Hours</u>

Employees Working 2912 Hours Per Year

Years of Continuous Service	Pay Period Accrual	Hours Per Year	<u>Maximum Accrued Leave Payout</u>
Less Than Five (5) Years	4.62 Hours	120 Hours	<u>180 Hours</u>
Five (5) or More Years But Less Than Ten (10) Years	6.92 Hours	180 Hours	<u>240 Hours</u>
Ten (10) Or More Years	9.23 Hours	240 Hours	<u>300 Hours</u>

~~B. **Maximum Vacation Accrual.** The maximum accrual of vacation leave is one year's accumulation. The actual number of accrued vacation hours permitted will depend on the number of vacation hours the employee earns each year. It is the employee's responsibility to monitor his or her vacation accrual to be aware of nearing maximum accrual. The City Manager may waive the limitation on maximum accrual for a period of time if the needs of the City preclude an employee's ability to take vacation.~~

4.06.03 Compensation for Vacation Leave and Maximum Vacation Accrual. Vacation is paid at the employee's base rate at the time vacation leave is used and is paid only for hours the employee would ordinarily have worked. There is no maximum accrual amount of vacation leave. Any employee who terminates employment for any reason (voluntary or involuntary), that has successfully completed his or her initial introductory period of employment, shall receive pay for accumulated vacation time up to the maximum payout amounts indicated in the chart. Any remaining vacation leave balance is forfeited. ~~Upon an employee's resignation, termination or retirement, an employee who has successfully completed his or her initial introductory period of employment shall be paid for accrued unused vacation leave at the rate of pay the employee was receiving at the time of separation. Upon the death of an employee who had successfully completed his or her introductory period of employment, payment for accrued unused vacation leave shall be made up to the maximum payout amounts indicated in the chart to the employee's beneficiary. Pay shall be at the employee's last regular rate of pay.~~

4.06.04 Regular Part-Time Employees Eligibility for Vacation Accrual. Regular part-time employees shall accrue vacation leave at a rate proportionate to the number of hours worked in a week as compared to a full-time 40 hour work week. For example, an employee who is regularly scheduled to work 20 hours per week will accrue vacation at one-half the rate of similarly employed full-time 40 hour per week employees with equal seniority.

4.06.05 Non-benefited Part-time and Temporary Employees. Non-benefited part-time and temporary employees are not eligible to accrue vacation leave.

4.06.06 Vacation During Introductory Period. Vacation leave will not be authorized during the initial six-month introductory period for any employee, unless authorized by the City Manager. If the employee leaves employment with the City for any reason during the introductory period, he or she will not be entitled to payment for vacation leave.

4.06.07 Required Vacation leave. All employees are required to take at least one (1) week of vacation time per year. ~~When it appears that time away from work may be in the best interest of the employee or the City, the employee's Department Head may, with the approval of the City Manager, require the employee to take at least one~~

~~(1) week of accrued vacation. Similarly, the City Manager may require a Department Head to take accrued vacation leave.~~

4.06.08 Vacation Buyback. Vacation buyback is a benefit offered to employees which allows exchanging accrued unused vacation leave for payment. The employee is eligible for vacation buyback after five years of service. Participation in the vacation buyback program is the employee's option. Provided the employee has taken at least one full week of vacation leave during the most recent fiscal year (October 1 – September 30), he or she may exchange up to one week of accrued unused vacation leave for pay at his or her effective hourly rate. The vacation time sold back to the City will be removed from the employee's accrual. One week of vacation will be defined as 32 hours or more for all full-time employees, 56 hours for Fire Department shift employees and 20 hours for regular part-time employees scheduled to work a minimum of 20 hours per week. All vacation buybacks are subject to funding and City Manager approval.

5.05 LONGEVITY

All full-time employees of the City who have completed one full year of employment as of August 30 shall be eligible to receive longevity pay for each year of service to the City, not to exceed 25 years, beginning with the date of hire. Longevity begins accruing beginning at the employee's thirteenth (13th) month of employment. Longevity pay shall be at a rate of \$4.00 per month for every year of service.

Longevity pay shall be included in the employee's regular rate of pay in computing the overtime pay rate. Longevity pay is subject to federal withholdings, including TMRS contributions, and will be paid annually in November. Employees who terminate prior to November will receive a prorated payment on their final check that will be calculated based only on the number of months that have passed between September 1 and the date of their separation. The City Manager, on a case by case basis, has discretion to override this policy and pay the full longevity amount for an employee's entire tenure upon their separation for employees that have been employed five (5) years or longer only.

6.14 SMOKING/TOBACCO PRODUCTS

~~In general~~The use of all smoking and tobacco products is are prohibited within City facilities and City vehicles. ~~However,~~ Specific areas on City property where smoking and the use of tobacco products is permitted ~~allowed~~ are designated and identified with signage. ~~Appropriate signs will state that smoking and the use of tobacco products is permitted only in designated areas on City property in all City buildings; and smoking/tobacco products areas will be clearly identified.~~

6.14.1 TOBACCO FREE HIRING POLICY

The City of Murphy is dedicated to actively promoting and preserving the health and wellness of all employees. Therefore, effective December 27, 2014, the City will no longer hire tobacco users. The definition of tobacco use includes: smoking, e-cigarettes, sucking, chewing or snuffing of any tobacco product. New employees shall be tobacco free upon hire and remain so throughout the course of their employment.

All new City of Murphy employees will be tested for nicotine/cotinine as part of their conditional offer pre-employment drug screen. Those who test positive will not be hired. Applicants who state on their application that they use tobacco will not be considered for employment. Applicants who test positive for nicotine/cotinine use during their drug screen but stated on their application that they do not use tobacco will be considered to have falsified their application and will be treated according to Section 2.03 of the City of Murphy Personnel Policies and Procedures manual which includes action up to and including permanent disqualification for future employment consideration.

**City Council Meeting
December 2, 2014**

Issue

Consider and/or act upon approval of a resolution approving costs for personnel time to respond to requests for public information, including staff responses and resources allocated in responding to public information requests since June of 2014.

Staff Resource/Department

Legal; City Secretary

Summary

Evaluating amount of personnel time allocated to public information requests

Chapter 552 of the Texas Government Code, known as the Public Information Act, authorizes municipalities to establish reasonable procedures and costs for staff to respond to certain public information requests. The resolution establishes such procedures under the Act.

Background/History

Within the last six months, city staff has dedicated considerable time to fulfilling public information requests. This action item allows a discussion of the allocation of the city's resources towards fulfilling such requests.

Board Discussion/Action

Staff recommends passage of the resolution.

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS APPROVING AND AFFIRMING RULES OF PROCEDURE AND RECOVERY OF COSTS FOR INSPECTION AND COPYING OF PUBLIC INFORMATION; AND PROVIDING AN EFFECTIVE DATE .

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Section 552.230 of the Texas Government Code provides that a governmental body may promulgate reasonable rules of procedure under which public information may be inspected and copied efficiently, safely, and without delay; and

WHEREAS, pursuant to the authorization set forth in Section 552.275 of the Texas Government Code, as amended, the City of Murphy may establish charges on the amount of time that City personnel spend to produce public information for inspection or duplication by a requestor, or providing copies of information requested to a requestor, to recover the costs attributable to the personnel time.

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

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this resolution as if fully set forth herein.

SECTION 2. The City of Murphy shall charge requestors for personnel time spent to respond to public information requests when the total time for responding to a requestor exceeds 36 hours in any fiscal year. The hourly rate for personnel time spent on compiling and responding to such requests shall comply with state law.

SECTION 3. In accordance with Section 552.275 of the Texas Government Code, as amended, the City shall provide the requestor with the cumulative amount of time spent complying with requests for public information from that requestor during the applicable fiscal year before any charges are assessed to the requestor. The amount of time spent preparing the written statement will not be included in the amount of time included in the statement provided to the requestor.

SECTION 4. The time spent complying with a request, and the cumulative time spent responding to requests from a requestor during each fiscal year shall be established in accordance with the provisions of Section 552.275 of the Texas Government Code, as amended, and any rules promulgated by the Attorney General in connection therewith.

SECTION 5. The City Council hereby finds, determines and declares that the meeting, at which this resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

PASSED AND APPROVED by the City Council of the City of Murphy, Texas, on this 2nd day of December, 2014.

APPROVED:

Eric Barna, Mayor
City of Murphy, Texas

ATTEST:

Susie Quinn, City Secretary
City of Murphy, Texas

APPROVED AS TO FORM:

Wm. Andrew Messer,
Attorney for the City of Murphy

**City Council Meeting
December 2, 2014**

Issue

Discuss and/or consider implementing community blog(s) and regulations relating thereto for the City of Murphy website.

Staff Resource/Department

James Fisher, City Manager
Wendle Medford, Manager of Information Technology

Background/History

The purpose of proposing this Acceptable Use Policy is to outline the acceptable use of public facing social media sites under the city's purview. These guidelines are being proposed in an effort to protect the City of Murphy from damaging effects of inappropriate uses and to ensure that social media is being utilized in a safe and responsible manner to engage citizens and allow civil discourse.

Attachments

Murphy Community Blog Acceptable Use Policy

Acceptable Use Policy

The City of Murphy encourages an open exchange of affirming and dissenting opinions on posted content, and we consider it an important element of the user experience on our website.

We invite you to comment on our content as part of our interactive community. But we ask that you remain civil, and please follow these guidelines:

-- In an effort to raise the level of discourse on our site, commenters are required to use their real names when posting. If we suspect that your online persona is not real -- judging by your "name," your lack of friends, your lack of posts about anything other than our stories, or other factors -- your posts will not be visible.

-- Do not resort to personal attacks. You may disagree with the content, but do not attack anyone personally.

-- Do not use foul language. And don't try to camouflage profanity with asterisks or other symbols or foreign phrases.

-- Avoid hate speech. Abusive comments, racist rants or defamatory statements will be deleted.

-- Do not use threatening language or make threats of violence.

-- Do not post spam or advertising of any kind.

If a post is determined to have violated the guidelines listed above, it may be blocked or deleted without notice.

Users who continue posting comments that violate these guidelines may, at our discretion, be blocked from submitting future comments as well.

Please be aware that your comments, once posted, are considered public information and shall be maintained by the City as such as required by law.

Any posts by a city council member, city officer, or city employee's views or opinions in this blog do not constitute the City's official policy, unless already ratified by the city council as a whole. Nor should any comments be construed as any formal action on any matter that may be discussed.

Thank you, and enjoy expressing your opinions.

City Council Meeting December 2, 2014

Issue

Discuss and/or consider creating a Video Streaming Policy for the City of Murphy and authorize the City Manager to execute a contract with Swagit Productions, LLC for the provision of video streaming services for City Council meetings.

Staff Resource/Department

James Fisher, City Manager
Wendle Medford, Manager of Information Technology

Summary

City staff has worked aggressively toward developing a digital transparency plan to assist with promoting public awareness and citizen engagement. Part of the digital transparency plan includes providing citizens the ability to remotely view City Council meetings using video streaming technology.

In addition, a draft video policy has been created containing general guidelines for usage, accessibility, storage, and retention.

Background/History

After careful research and evaluation, staff is recommending that the city partner with Swagit Productions, LLC, to assist with the online streaming of City Council meetings. Swagit's video production technology will allow staff to capture both video and audio from Council meetings and index the content according to the respective agenda item. The video stream will also be available for viewing on all devices that support FLASH and HTML 5 web programming languages.

Swagit Productions, LLC. has partnered with several municipalities in North Texas to include: Plano, Allen, Wylie, Dallas, Richardson, Addison, Burleson, Mesquite, etc.

Financial Considerations

In FY' 15, Council approved \$28,000.00 for the installation of necessary infrastructure and equipment for the implementation of video streaming services.

As stated at the May 4, 2014 Council meeting, the City will utilize Public, Education, and Government (PEG) fees totaling \$10,209.00 to cover monthly video service expenses for the live streaming of Council meetings.

Action Requested

Motion to authorize the City Manager to execute an Agreement for Video Streaming Services with Swagit Productions, LLC, in the amount of \$ 35, 000.00 for capital equipment purchase and monthly video streaming expenses. This amount includes seven months of prepaid services for live streaming services starting March 1, 2014.

Attachments

- 1) Swagit Productions, LLC Video Streaming Proposal
- 2) Sole Source Letter
- 3) Scope of Services- Exhibit A
- 4) Agreement for Video Streaming Services
- 5) Live Meeting Video Streaming Policy

October 6, 2014

Wendle Medford
Manager of Information Technology
City of Murphy, TX

Wendle,

Swagit Productions began in 2003 with a mission to supply jurisdictions an affordable solution to stream content in an overpriced, complicated and hands-on video industry. We strive to bring our clients convenience and transparency without adding an extra work-load on behalf of the jurisdiction. A company that first specialized in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list which includes a variety of government entities, including: cities, counties, states, school districts, newspapers, television stations, etc.

- Swagit is unique. It is the only in the field that has a complete video production facility, allowing for services and support of all your video capturing, indexing, agenda integration and publishing needs.
- Swagit is **hands-free**. All video uploading, archiving and indexing is done by Swagit engineers, which means no extra work for jurisdictions. Swagit is the only vendor that gives you the option to let our staff do the work for you.
- Swagit is always there, 24/7. With Swagit, audio/video disk storage, system management and bandwidth intensive delivery tasks can be offloaded to our content network, which actively manages and monitors 24 hours a day, 7 days a week.
- Swagit has an open API. Swagit's open architecture means that we can integrate with your choice or existing agenda management solution.

Swagit would like to sincerely thank you for your time and consideration. We look forward to working with you on this important project and are 100% dedicated in meeting your streaming needs. If you have any questions regarding this proposal or would like any further information, please do not hesitate to contact us.

Respectfully,

Michael Osuna
Director of Sales
Swagit Productions, LLC
214.432.5905 (Office)
214.957.5401 (Cell)
michael@swagit.com

EXECUTIVE SUMMARY / COMPANY HISTORY

Swagit Productions, LLC is a privately held company headquartered in Plano, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Cosmos™ solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states and school districts. Furthermore, Swagit is a complete video production entity: including services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. What began as a company that specialized in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all Agenda/Document Management Solutions.

This lets our clients choose the 'best of breed' Agenda Management Solution for their unique needs.

With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computer, smart phone or tablet. Archived meetings are indexed and broken up into clips per each agenda item for a greater end-user experience.

Cosmos™ is Swagit's broadcast solution comprised of two to four cameras and pro-video switching equipment that allows either Swagit engineers to control the cameras remotely or on-site camera control by government staff. It is the Cosmos™ solution combined with EASE™ that allows for clients to be able to outsource all of the production and video streaming/indexing to Swagit Productions, LLC for a completely end-to-end, **hands-free** solution.

The Swagit network stretches across North America guaranteeing that you and your constituents are always connected. Our network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant giving clients the peace of mind of redundancy and keeping with the Swagit motto of "Always Connected."

POINTS OF DIFFERENCE

- Swagit's EASE™ solution is a completely **hands-free** and requires no staff time or resources
- Larger video with Swagit's solution (up to 70% larger) and FLASH video format, the most commonly viewed format on the web. Swagit also utilizes HTML5 for streaming to mobile devices such as the iPhone and iPad.
- Swagit's open API allows integrations with any agenda management solution
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty content
- Swagit's unique **hands-free** solution typically qualifies as a sole sourced solutions allowing for quick deployments
- **100% Client Retention**



EASE™ – Extensible Automated Streaming Engine

The Extensible Automated Streaming Engine (EASE™) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for the city's clerks or webmasters.

- **Video Capture and Encoding**

EASE™ Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all Document/Agenda Management solutions.

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include 80GB of storage, enough for approximately three full years of city council meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal.

Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity) however, using Windows Media format may exclude Apple users.*

EASE™ – Extensible Automated Streaming Engine

Swagit also streams in HTML5 providing content to mobile devices such as the iPhone, iPad and other mobile devices.



- **Monitoring**

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

- **Statistics**

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

- **Support**

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE™ Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

EASE™ – Extensible Automated Streaming Engine

AT&T U-verse® Integration

Many Public Access, Educational and Government (PEG) channels now have the opportunity to reach a new group of broadcast subscribers via AT&T U-verse® TV service. To reach these subscribers, U-verse® requires a 480x480 pixel Windows Media VC-1 stream at 1.25Mbs. Our EASE™ encoder is not only capable of creating a live U-verse® compatible stream, but it can also simultaneously encode a video stream, of your choosing (i.e. Flash, Windows Media, QuickTime, Real, etc.), for Internet distribution.

AT&T U-verse® and Swagit Productions, LLC both have headquarters located within the Dallas, Texas area. This allows the two companies to work together seamlessly for the betterment of government transparency. The partnership combined with Swagit's 'hands-free' streaming solutions, helps increase accessibility of government programming. Additionally, adding another form of distribution for content using a single solution not only saves money, but also makes things easy.

The City of Allen was able to deploy their content to AT&T U-verse® TV by leveraging their existing partnership with Swagit. "We have been using Swagit for on-line video on-demand since 2004 and have been very happy not only with the integrity of the product, but also with the quality of customer service," said ACTV Executive Producer Mark Kaufmann. "With the recent addition of Live streaming services, the opportunity opened to connect to AT&T's U-verse® TV network. We knew it was the right decision as we are constantly trying to find creative, cost-effective ways to reach more viewers."



PRICING – EASE (Streaming Video)

Swagit's EASE encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
Hardware/Software (Not RAIDED)	Workstation	\$ 3,985.00
<ul style="list-style-type: none"> Tower-Based unit or Server, Encoder Software Installation, System Burn-In Branded Video Library Design, Branded Player Design Remote Install (Typically 3 hours) Licenses for Software/Tools (Flash Media, EASE, WOWZA, HTML5, Microsoft OS) 		
Viewcast Osprey Video Capture Card w/Simulstream Software	260-e	\$ 950.00

– OR –

Item Description	Type	Costs (Up-Front)
Hardware/Software/Provisioning (RAIDED)	1UServer	\$ 5,785.00
<ul style="list-style-type: none"> 1U Rackmount Server, Encoder Software Installation, System Burn-In, Rackmount Kit (4 posts-universal), Includes up to 9 internal users Branded Video Library Design, Branded Player Design Remote Install (Typically 3 hours) Licenses for Software/Tools (Flash Media, EASE, WOWZA, HTML5, Microsoft OS) 		
Viewcast Osprey Video Capture Card w/Simulstream Software	260-e	\$ 950.00

	Total Costs (Up-Front)
Tower or 1U Server Encoder Hardware/Software (Non Raided) + Viewcast Osprey	\$ 4,935.00

- OR -

1U Rackmount Server Hardware/Software/Provisioning (Raided) + Viewcast Osprey	\$ 6,735.00
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* Price and hardware model are subject to change after 90 days without prior notice.

MONTHLY MANAGED SERVICES – EASE

Swagit's Extensible Automated Streaming Engine (EASE) solution meets all current and future needs for government *without* creating any additional work for staff. EASE is a hands-free tool that eliminates the need for client staff members to spend time on indexing, editing or time-stamping video content. Each EASE package includes *On-demand* archiving, a 24/7 LIVE Stream via Internet and PEG, streaming to Apple devices (ex: iPad & iPhone) and up to 120 hours of additional specialty content each year. Client also has the ability to upload media via FTP as an option if live streaming is not applicable.

	Service Description	Costs (Monthly)
Package 1	(EASE) Up to <u>25</u> indexed meetings a year	\$ 695.00
Package 2	(EASE) Up to <u>50</u> indexed meetings a year	\$ 950.00

(OPTIONAL) Services/Upgrades – Individual Pricing	Costs
• Additional Edited and On-Demand indexed meetings (Per additional meeting)	\$ 150.00/meeting
• Remote Switching (Approved Broadcast Systems Only) *	\$ 130.00/event
• Storage per additional year (If beyond 36 month window)	\$ 180.00/year
• Programming, Development or Design Implementation	\$ 120.00/hour

We offer a Price Match Guarantee for all "apples-to-apples" services.

* Must have *approved broadcast system(s)* and *reliable Internet Connection*. (Up to 3hr event)

** Service is priced on per event hour, including any breaks/executive session time, and requires proper closed captioning hardware. Event hour is rounded up to the nearest half hour.

BROADCAST SYSTEM – Cosmos

Built upon years of industry experience, Cosmos is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Cosmos system remotely from their facility in Plano, Texas. The Cosmos system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Cosmos can offer a full end-to-end “hands-free” solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.



Cosmos enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Cosmos communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Cosmos is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Cosmos includes 2-4+ robotic (computer-controllable pan/tilt/zoom) cameras and you can choose from two main types: either single-chip (Sony EVI-D90) or 3-chip (Sony BRC-300) depending on your needs and budget. These popular Sony robotic cameras have excellent video quality and performance. The EVI-D90 and BRC-300 has the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition the EVI-D90 cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).



COSMOS CASE STUDIES

Cosmos Case Study 1: Addison, Texas

Addison's unique solution for a challenging problem was Cosmos. Addison faced three key problems; 1) the town did not have the staff resources to operate broadcasting and streaming equipment, 2) the town doesn't have a PEG or any other broadcasting station, and 3) the town wanted a complete hands-free end-to-end solution for displaying town meetings online.

Swagit's solution for the town provides complete hands-free remote operation of a multiple camera broadcast system, including a video switcher and audio mixer. In addition to the remote broadcast system (Cosmos) and with the inclusion of Swagit's Extensible Automated Streaming Engine (EASE), Swagit is able to control, broadcast and stream town meetings without the need for any Addison staff. It is all done from Swagit's headquarters in Plano, Texas.

Addison citizens expect the best and latest technology on their town's website. Adding the on-demand feature will improve citizens' accessibility to videos of town council and planning commission meetings and improve access to agenda information for these public meetings.

Cosmos Case Study 2: Richardson, Texas

The City of Richardson began live broadcasting of City Council meetings and work sessions as part of a wide-ranging transparency in government initiative that is included in the City Council's 2009-2011 Statement of Goals. The live broadcast is available to Time Warner Cable subscribers on channel 16 and streamed on the City's Web site, www.cor.net.

The City contracted with Swagit Productions, LLC as the video streaming service provider according to Richardson's Chief Information Officer Steve Graves. "We have installed two wall-mounted cameras in the City Council Chamber and the work session room," Graves said. "During the meetings, Swagit personnel will operate them remotely from their facility and can zoom in and switch from camera to camera depending on who is speaking. The broadcast signal goes through a switch that sends it to Swagit and also to our cable television channel."

Graves explained that the live Web cast is routed through a City computer server and is recorded as it is being sent to Swagit. "If for some reason the live Internet connection is lost, we have a saved copy that can be posted on our site," he said.

Testimonial from City of Richardson, TX: (<http://richardson.tx.swagit.com/play/09222009-48/0/>)

As a work session or Council meeting is streaming live on the Web, Swagit employees tag each agenda item. At the conclusion of the meeting, they create an index on the City's Web site and visitors can choose to view individual agenda items rather than watch the entire video. Council and work session meetings will be archived on the site for up to two years. The City's cable channel 16 will replay taped broadcasts.

INVESTMENT – BROADCAST SYSTEM – Cosmos

QTY	Item Description	Costs
3	Sony- EVI-D90- high quality CCD cameras	
3	Sony- Wall Camera Mounts	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	Dell Optiplex 7010 with Windows 7, Intel Core i3 CPU (3.30GHz 3MB Cache), 4GB Ram	
1	Video + Audio extender via CAT5	
1	Datavideo SE-600 NTSC Video Switcher with Monitor and SDI/Firewire card	
2	Osprey 260e Without Simulstream	
1	Cosmos 5.4 software	
1	APC UPS Remote Power Switch and Management including APC Battery Backup	
1	Control Monitor	
1	All Cable, Connectors and Hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
Total Costs for Camera System and Installation **		\$ 24,657.00

* Different camera types are available with different horizontal resolution – D80 and BRC-300

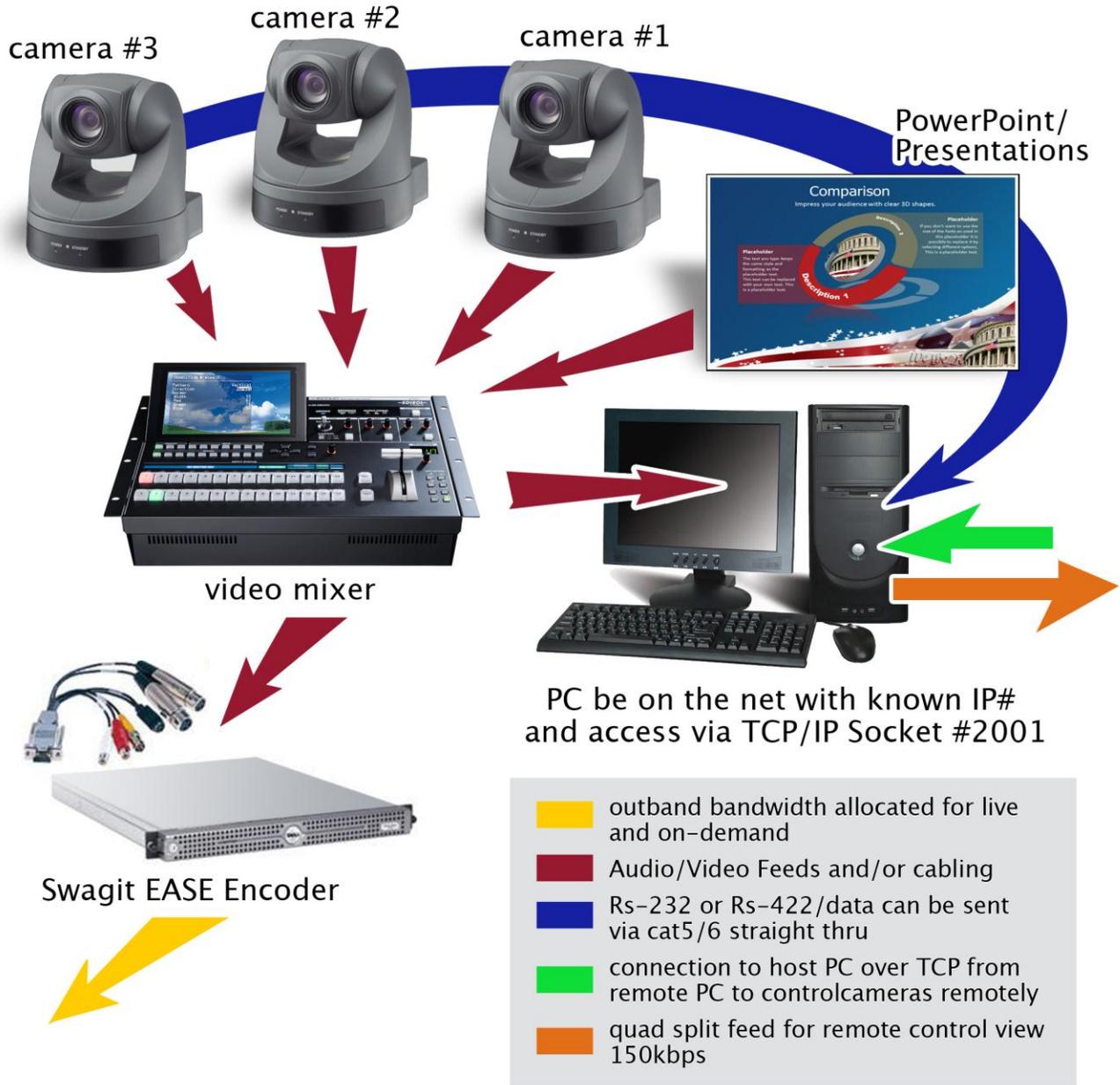
** A 50% Deposit Upfront is required on any Cosmos purchase

*** There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: [Richardson Streaming Solution](#)

BROADCAST SYSTEM – Cosmos Diagram

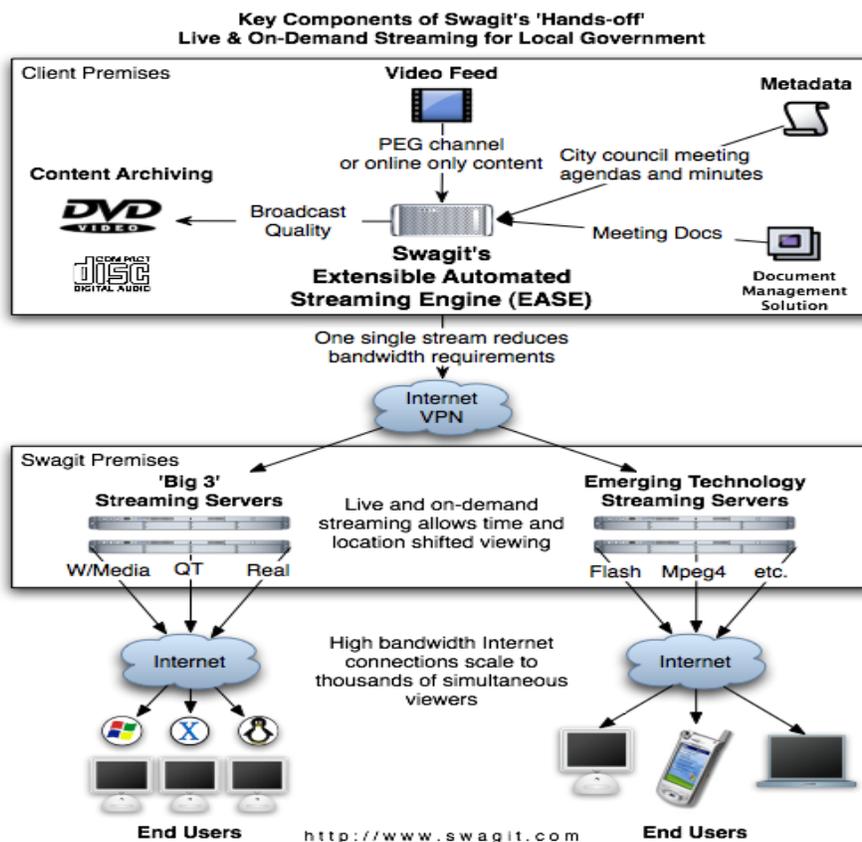




January 13, 2014

ATTN: Wendle Medford
 Manager of Information Technology
 City of Murphy, Texas

This letter is to provide notification that Swagit Productions, LLC, a Texas Limited Liability Company, with offices at 850 Central Parkway East., Ste. 100, Plano, Texas 75075, is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE) software framework. The EASE application is manufactured, leased and distributed by Swagit alone. No other company offers a competing service and all in one solution that combines an automated editing and indexing tool (EASE) in combination with a "hands-free" broadcast system, agenda integration, and the ability to stream video live or on-demand via the Internet. What sets Swagit's solution apart from other vendors is the ability of Swagit's system to require no city staff involvement for the operation, service and running of any equipment from Broadcast to Streaming, offering a true "hands-free" solution.





City of Concord, CA Streaming Video - Windows Internet Explorer

Concord

Agenda Report Share

1. **Study Session** - Update on the status of the community process to develop a Reuse Plan for the Concord Naval Weapons Station. Report by Michael Wright, Reuse Project Director.

ADJOURNMENT - to reconvene at 6:30 p.m. (or as soon thereafter as possible) in regular meeting in the Council Chamber.

6:30 p.m. - Regular Meeting Council Chamber

ROLL CALL

PLEDGE TO THE FLAG - Councilmember Hoffmeister

PUBLIC COMMENT PERIOD
MAYOR: I will now open the Public Comment Period. Members of the audience may address the Council on any matter that is not on tonight's agenda.

Powered by Swagit.com © 2008

Duration: 80 min. 34 sec.

ATN

City Council On Demand
Guitars and Cadillacs
Live Green Videos
City of Plano Videos On Demand

City of Plano - Bowling for Soup - Windows Internet Explorer

Keeping You Connected **ATN**

Current Archive Share Subscribe

Podcast

RSS

- City Council
- Planning and Zoning
- Specialty
 - Guitars and Cadillacs
 - Journeys from Plano
 - Live Green
 - Plano Weed
 - PSAs

RSS Instructions

RSS feeds allow you to see when websites have added new content. You can get the latest headlines and video in one place, as soon as its published, without having to visit the websites you have taken the feed from.

Powered by Swagit.com © 2008

Duration: 3 min. 13 sec.

If you desire additional information on any products or services, don't hesitate to contact my or any member of our sales staff for a consultation.

Regards,

Michael Osuna
Swagit Productions, LLC
michael@swagit.com
(214) 432-5905
www.swagit.com

Scope of Services – Exhibit A

EASE Solution

Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) index's the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE solution integrates with all Document/Agenda Management solutions.

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Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include 80GB of storage, enough for approximately three full years of city council meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: HTML5, Flash, Windows Media, QuickTime and Real. Swagit is proud to support HTML5 and Flash as its default formats, which has proven itself as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.

EASE Solution

•Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

•Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

•Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



Investment-Streaming Video

Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	1U	\$6,735.00
Swagit Standard Encoder, Osprey 260e Video Capture Card with Simulstream Software, Microsoft Windows, OS Installation, Swagit EASE Tools, RAID 1, Encoder Software Installation, System Burn-in, Branded Video Library Design, Rackmount Kit, Branded Player Design, Remote Installation.		

Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 1: Up To 30 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream, and up to 10 hours of additional specialty content per month (No staff involvement—Hands Free).	\$995.00
With Remote Switching Included (Up To 30 Meetings per year)	

Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$150.00
Each Year of Storage Beyond 36 Month Window	\$180.00/year
Programming, Development or Design Implementation	\$120.00/hour
Each Additional Remote Switched Meeting or Event	\$120.00/event

Broadcast System- Cosmos

Built upon years of industry experience, Cosmos is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Cosmos system remotely from their facility in Plano, Texas. The Cosmos system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Cosmos can offer a full end-to-end “hands-free” solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Cosmos enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Cosmos communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Cosmos is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Cosmos includes 2-4+ robotic (computer-controllable pan/tilt/zoom) cameras and you can choose from two main types: either single-chip (Sony EVI-D80) or 3-chip (Sony BRC-300) depending on your needs and budget. These popular Sony robotic cameras have excellent

video quality and performance. The EVI-D80 and BRC-300 has the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition the EVI-D80

cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).



Investment – Cosmos Broadcast System

QTY	Item Description	Price
3	Sony- EVI-D90 - high quality CCD cameras	
3	Sony- WM-30B - Wall Mount for Sony EVI-D90	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	Dell Optiplex 7010 with Windows 7, Intel Core i3 CPU (3.30GHz 3MB Cache), 4GB Ram	
1	Video + Audio extender via CAT5 up to 600 feet Model	
1	Datavideo SE-600 NTSC Video Switcher with Monitor and Firewire card	
2	Osprey 260e Without Simulstream	
1	APC Battery Backup	
1	Cosmos 5.4 software	
1	APC UPS Remote Power Switch and Management	
1	Touch Control Monitor	
1	All Cable, Connectors and Hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
Total Cost for Camera System & Installation*		\$24,657.00

*There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

Cameras can be controlled locally by the client or remotely by Swagit’s staff.

**AGREEMENT FOR
VIDEO STREAMING SERVICES**

**CITY OF MURPHY
and
SWAGIT PRODUCTIONS, LLC**

This Agreement for Video Streaming Services (“Agreement”) is made by and between the City of Murphy, Texas (“City”), a municipal corporation with offices at 206 N. Murphy Rd., Murphy, Texas 75094, and Swagit Productions, LLC, (“Provider”) a Texas Limited Liability Company, with offices at 850 Central Parkway E., Suite 100, Plano, Texas 75074 effective as of the date written below.

RECITALS

- A. The City desires to enter into this Agreement in order to obtain video streaming services for scheduled Council meetings as outlined in the Scope of Services attached as Exhibit “A”; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider’s proposal, the City desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider agree as follows:

1. **SERVICES TO BE PERFORMED BY PROVIDER**

Provider agrees to perform the following work and services for the City:

- 1.1 Provider agrees to provide the work and services as set forth in the Scope of Services.

- 1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by the Provider include the installation (“Installation”) by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the “Equipment”) within the City of Murphy City Council Chambers located at Murphy City Hall, 206 N. Murphy Rd., Murphy, Texas 75094 (the “Site”). Before installing the same, Provider shall deliver to the City’s Information Technology Manager (the “Director”), for review and consideration of approval, drawings or plans and specifications for such Installation. The City’s approval of any Installation or related plans does not and shall not constitute a representation or warranty by the City that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations.

2. COMPENSATION OF PROVIDER

- 2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:

(a) A one-time charge not to exceed:

- (i) **Six Thousand Seven Hundred Thirty-Five and No/100 Dollars** (\$6,735.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit “A”, page 3, “Streaming Video Hardware”); and
- (ii) **Twenty-Four Thousand Six Hundred Fifty-Seven and No/100 Dollars** (\$24,657.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit “A”, page 5, “Cosmos Broadcast System”); and

(b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the City, the City shall pay to provider a monthly fee in the amount of **Nine Hundred Ninety-Five and No/100 Dollars** (\$995.00) for on-demand, live video streaming and remote switching (as identified and described on the attached Exhibit “A”, page 3, “*Streaming Video Monthly Managed Services*”).

- 2.2 (a) Payment for the work, services, and Equipment described in Section 2.1(a)(i) and 2.1(a)(ii), above, shall be due and payable following the completion of the Installation of the Equipment by Provider, the acceptance thereof by the Director, and the receipt by the City of an invoice from Provider for such work, service and Equipment; provided, however that with respect to the work, service and Equipment described in Section 2.1(a)(ii), fifty percent (50%) of the not-to-exceed amount set forth therein (or \$12,328.50) shall be due and payable not later than ten (10) days following the date Agreement has been signed by both parties.

- (b) Payment balance for the work, services, and Equipment described in Section 2.1(a)(ii) shall be due and payable following the completion of the Installation of the Equipment by Provider and the acceptance thereof by the Director.
- (c) Except as set forth herein, payments will be processed on a monthly basis with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.
- (d) Should the City fail to pay any invoice that is outstanding more than 60 days, a 5% service fee will be applied to the total amount of that invoice, not including any shipping or sales tax.

3. RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

- 3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.
- 3.2 Provider's Control of Work. All services to be provided by Provider shall be performed in accordance with the Scope of Services. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all Equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.
- 3.3 Reports to the City. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of

Services.

- 3.4 Compliance with All Laws. Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state and local government, which may affect the performance of this Agreement.
- 3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the hardware and software to the City; (vi) all hardware and software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the City.
- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.
- 3.7 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the City understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The City will need to supply the Provider with access to such TCP and UDP ports with respect to the City's Internet connection. If, such access is not given or the City's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the City shall provide access to the equipment (as identified and described in the Scope of Services, page 5, "Cosmos *Broadcast System*") at the Site described in Section 1.2, above.
- 3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the

life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, “*Cosmos Broadcast System*”), shall be replaced or fixed with respect to each components manufacturer’s warranties.

- 3.9 Provider’s Service Network. Provider’s content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple “tier 1” bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored and viewable to the public on the Provider’s networks for a period of three years or as defined by the managed services agreement. All Content is stored and backed up offline indefinitely for the life of the Agreement. Content can also be stored locally on the City’s network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. City is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP but in such an event the City is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the City may verify compliance with these policies at any time in consultation with Provider engineers and officers.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the City's Authorized Representative: To Provider:

Wendle Medford
Information Technology Manager
City of Murphy
206 N. Murphy Rd.
Murphy, TX 75094
972/468-4027

David Owusu
Director of Streaming
Swagit Productions, LLC
850 Central Parkway E., Ste 100
Plano, Texas 75074
800/573-3160

Notice shall be deemed given upon receipt by the party to whom it is sent.

5. INDEMNIFICATION

PROVIDER'S INDEMNITY OBLIGATION. PROVIDER COVENANTS, AGREES TO, AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE CITY), INDEMNIFY, AND HOLD HARMLESS THE CITY OF MURPHY, TEXAS AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF MURPHY, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE CITY OF MURPHY, TEXAS, AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF MURPHY, TEXAS EACH BEING A "MURPHY PERSON" AND COLLECTIVELY THE "MURPHY PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES, FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY THE CITY OF MURPHY, TEXAS AND/OR ANY OTHER MURPHY PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (I) ANY OF THE WORK AND SERVICES OF THE PROVIDER AS DESCRIBED IN SECTION 1 OF THIS AGREEMENT, (II) ANY REPRESENTATIONS AND/OR WARRANTIES BY PROVIDER UNDER THIS AGREEMENT, AND/OR (III) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY PROVIDER, OR BY ANY OF PROVIDER'S OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, TENANTS, SUBTENANTS, LICENSEE, SUBLICENSEE, CONCESSIONAIRES, OR ANY OTHER PERSON OR ENTITY FOR WHOM PROVIDER IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, PROVIDERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN

WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY MURPHY PERSON, OR CONDUCT BY ANY MURPHY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

PROVIDER SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY MURPHY PERSON RELATED TO OR ARISING OUT OF PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT PROVIDER'S SOLE COST AND EXPENSE. THE MURPHY PERSONS SHALL HAVE THE RIGHT, AT THE MURPHY PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING PROVIDER OF ANY OF ITS OBLIGATIONS HEREUNDER. THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

6. INSURANCE

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in Texas and until all of their obligations have been discharged and satisfied (and including during any warranty periods under this Agreement), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

(This coverage must be amended to provide for an each-project aggregate limit of insurance)
2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000
3. <u>Professional Liability</u>	\$1,000,000

B. OTHER INSURANCE REQUIREMENTS: The foregoing insurance policies shall be endorsed to contain the following provisions:

1. The City of Murphy, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to general liability, including liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
2. The Provider's insurance shall contain broad form contractual liability coverage.
3. The City of Murphy, its, officers, officials, agents, employees and volunteers shall be additional named insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
4. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, agents, and employees (and must be endorsed to read as primary coverage regardless of the application of other insurance). Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
5. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies shall contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees.
8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Murphy.

9. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Murphy, Texas of any material change in the insurance coverage.
 10. Provider may maintain reasonable and customary deductibles, subject to approval of the City.
 11. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Texas.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled, or not renewed, except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Wendle Medford, Information Technology Manager
City of Murphy
206 N. Murphy Rd.
Murphy, TX 75094

- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Texas and with an “A.M. Best” rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement (and update the same as needed to comply with this Agreement). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the City of Murphy.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Wendle Medford, Information Technology Manager, City of Murphy, 206 N. Murphy Rd., Murphy, TX 75094**. The City reserves the right to request and receive within ten (10) days, complete copies of all insurance policies (certified to be true and correct by the insurance carrier) required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements and all provisions identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City's risk manager, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

- 7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:
- 7.1.1 Any material misrepresentation made by Provider to the City;
- 7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:
- 7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;
- 7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

- 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
- 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this agreement.

- 7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:
 - 7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
 - 7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;
 - 7.2.1.3 The right to monetary damages;
 - 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
 - 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and
 - 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.
- 7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be governed by and administered and interpreted under the laws of the State of Texas, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the State District Court of Collin County, Texas, and the parties agree to submit to the personal and subject matter jurisdiction of said court.

8.3 Severability. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.4 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the City or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.

- 8.7 Authority to Contract. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.
- 8.8 Integration; Modification. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Non-appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Agreement at the end of the then current fiscal year, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for non-appropriation of funds and will pay the Provider in accordance with this Agreement through the date of termination of this Agreement.
- 8.10 Subcontractors. This Agreement or any portion hereof shall not be subcontracted without the prior approval of the City. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work and service of all subcontractors and any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between the City and any subcontractor or sub-subcontractor.
- 8.11 No Waiver. The failure by the City to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the City of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the City may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
- 8.12 No Third Party Beneficiaries. This Agreement and all of its provisions are solely for the benefit of Provider and the City and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.

8.13 "Includes". For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

8.14 Incorporation of Recitals and Exhibits. The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the City. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Swagit's sole discretion and for any reason.

9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the City, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the City to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.

9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the City, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. DURATION

This Agreement shall become effective on the last day of execution by the parties, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

11. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12. COUNTERPARTS

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

City of Murphy

Swagit Productions, LLC

James Fisher, City Manager

Bryan R. Halley, President

Attest:

City Secretary

Approved as to form:

City Attorney

Date of Execution:

LIVE VIDEO STREAMING POLICY

OBJECTIVE

The purpose of this policy is to enhance Council's commitment to engage with its community through the live streaming of its meetings through the Internet.

SCOPE

This policy applies to all Council ordinary meetings, special meetings, agenda briefing forums, and electors meetings. This policy does not apply to any part of the meeting which is closed under Executive Session.

POLICY PRINCIPLES

1. The City is committed to engaging with its community and recognizes that providing opportunities for the community to attend council meetings will result in more informed and engaged residents.
2. The City will therefore provide access for the public to attend council meetings through the live streaming of meetings through the Internet.
3. The live streaming will commence at the times that the meetings are due to commence and finish when the presiding member closes or adjourns the meeting for any reason.
4. Meetings closed for consideration of matters under Executive Session or by resolution of Council will not be streamed.
5. Meetings shall be live streamed in accordance with this policy unless a motion to the contrary is passed by simple majority at the beginning or at any other time during the meeting.
6. Meetings live streamed will be recorded and securely stored on Swagit's Content Network indefinitely.
7. Video recordings of city council meetings will be made publicly accessible via the City's website for three years before the content is archived.
8. Any requests for video content that expands beyond the three year retention period will require a formal open records request submitted to the city secretary's office.
9. No protection will be afforded to council members, staff, or the public for comments and statements made during the live streaming of meetings which are subsequently challenged in a court of law and determined to be slanderous.

**City Council Meeting
December 2, 2014**

Issue

Consider and/or act upon the second meeting in December.

Staff Resource/Department

James Fisher, City Manager
Susie Quinn, City Secretary

Summary

The City Council is scheduled to meet on December 16th. Last year, the City Council decided to meet only once in December. One item that might need a special meeting is appointing members to the various Boards and Commissions. If Council chooses to approve the appointments before the Boards and Commissions Appreciation Banquet to be held December 11, 2014, we suggest a special meeting on Tuesday, December 9, 2014.

The City Charter, Section 3.09, requires the City Council to meet at least once a month.

Action Requested

Consider approving December 9th as a special monthly meeting for the City Council.