

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
JANUARY 3, 2012 AT 6:00 PM
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on January 3, 2012, at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1 CALL TO ORDER

2 INVOCATION & PLEDGE OF ALLEGIANCE

3 ROLL CALL & CERTIFICATION OF A QUORUM

4 PUBLIC COMMENTS

5 PRESENTATION

- EDC Update

6 CONSENT ITEMS

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

6.1 Approval of the November 15, 2011 and December 6, 2011 City Council Minutes.

6.2 Consider and/or act upon approval of a Construction Plat for The Gables at North Hill, Phase 2B on property zoned PD (Planned Development) District for Single Family Uses on property located southwest of McCreary Road and McWhirter Road.

6.3 Consider and/or act upon approval of the Construction Plat for The Gables at North Hill (Park Lots) on property zoned PD (Planned Development) District for Single Family Uses.

7 ORDINANCE APPROVAL

7.1 Consider and/or act upon the approval of an ordinance amending the FY 2010-2011 budget for the General Fund.

8 OTHER CONSIDERATION ITEMS

- 8.1** Consider and/or act upon a request for a rate increase by Waste Management for sanitation services.
- 8.2** Consider and/or act upon hours of operation, membership rates, room rental rates, room reservation policy, alcohol use liability agreement and catering policy for the Murphy Community Center.
- 8.3** Consider and/or act upon approval of Board and Commission descriptions.

9 DISCUSSION ITEMS

- 9.1** Discussion concerning the drought contingency plan.

10 CITY MANAGERS REPORT

- Board Interviews (TBD)
- 1/16 - City offices closed for MLK Day
- 1/17 - Joint meeting with Richardson on MARC
- 1/19 - Historical Society meeting
- 1/20 - City Council individual meetings with facilitator
- 1/26 - Tentative PH on MARC
- 2/23-24 - City Council Strategic Planning Session

11 EXECUTIVE SESSION

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

- 11.1** 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Michael Cantrell v. City of Murphy, et. al, Cause No. 6:09-cv-225.
- 11.2** 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682.
- 11.3** 551.087 Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

RECONVENE INTO REGULAR SESSION

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

- 12.1** 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Michael Cantrell v. City of Murphy, et al., Cause No. 6:09-cv-225.
- 12.2** 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Johnny Boles v. City of Murphy et al., Civil Action No. 4:11-cv-682.
- 12.3** 551.087 Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1).

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 December 29, 2011 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Aimee Nemer, TRMC, MMC
City Secretary

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

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

**November 15, 2011
6:00 PM**

1. CALL TO ORDER

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

2. INVOCATION & PLEDGE OF ALLEGIANCE

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

3. ROLL CALL & CERTIFICATION OF A QUORUM

The following councilmembers were present:

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

4. Presentation of Murphy Arbor Day Celebration Proclamation

Mayor Baldwin presented the Arbor Day Proclamation to Kim Lenoir, Director of Parks and Public Works.

5. CONSENT ITEMS

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

Council Action

Councilmember Daugherty requested that Item 6 be removed from the Consent Agenda for individual consideration. The remaining Consent Agenda, Items 5.1-5.5 were approved unanimously with one motion.

VOTING

Motion by: Colleen Halbert

Second by: John Daugherty

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John	x			
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

5.1. Consider and/or act upon approval of the November 1, 2011 City Council Minutes.

5.2. Consider and/or act upon designating the 2012 holidays for the City of Murphy.
Patriot's Day will be corrected to Patriot Day.

5.3. Consider and/or act upon approval of an ordinance declaring the results of the November 8, 2011 Special Election.

5.4. Consider and/ or act upon authorizing the staff to proceed with the Adopt-A-Street Program.

- 5.5. Consider and/or act upon a Resolution adopting a code of ethics and minimum training standards for Juvenile Case Manager per Senate Bill 61 enacted by the 82nd Texas Legislature.
- 6. Consider and/or act upon hours of operation, membership rates, room rental rates, room reservation policy, alcohol use liability agreement and catering policy for the Murphy Community Center.

Council Discussion

There was no action on this item. Council discussed the proposed Community Center policies and requested the following changes be brought back for Council review:

Room Reservation Policy – amend the following items as noted:

5. The Murphy Community Center staff will process a \$100 clean-up/damage deposit on all reservations. The Murphy Community Center staff will also process a \$10 Administrative/~~set-up/tear down~~ fee for all Scout Troops or non-profit group room reservations in the Murphy Community Center or the Murphy Activity Center for groups serving Murphy. The Murphy Community Center staff will also process a \$25 room set-up/tear down fee for all other room reservations in the Murphy Community Center or the Activity Center. The set-up/tear down fee is non-refundable.

11. The activity must be under the direct supervision of the person making the reservation. ~~or their designated representative as stated on the reservation contract.~~

26. Add language that a TABC certified server must be provided if alcohol is sold.

Catering Policy –amend as noted:

Approve number 3. and 5. as amended by the Park and Recreation Board.

1. Define catering.

6.1. OTHER CONSIDERATION ITEMS

6.2. Consider and/or act on City of Murphy addendums to the Collin County 381 program.

Council Action

Motion to approve an addendum requiring that an applicant receive approval from the City of Murphy prior to application for funding with Collin County. Councilmember Daugherty was absent for this item.

VOTING

Motion by: Colleen Halbert

Second by: Dennis Richmond

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

7. Consider and/or act upon a City Council Member iPad Purchase and Use Agreement and an Employee iPad Purchase and Use Agreement.

Public Comments

Mr. Keith Patton addressed Council stating that the iPad should be city owned. He also commented that the iPads were not budgeted. Council explained that funds were available in the technology replacement fund.

Council Action

Motion to approve the City Council iPad Purchase and Use Agreement and the Employee iPad Purchase and Use Agreement with the following changes:

City Council policy –remove items 1 and 2 and remove the words “and install” from the first sentence of number 3, and add language that the iPad must be requested by the councilmember.

Employee policy –remove items 1-3.

Add to both policies that the iPad is City property and must be disposed of through property auction procedures.

Councilmember Daugherty was absent for this item.

VOTING

Motion by: Colleen Halbert

Second by: Bernard Grant

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

8. Boards and Commissions Work Session

9. Consider and/or take any action necessary resulting from the Board and Commission Work Session.

Council Action

Councilmember Halbert moved to appoint Councilmember Halbert and Councilmember Bradley to work with staff to review board descriptions. Councilmember Bradley seconded the motion. A vote was taken and passed, 7-0.

VOTING

Motion by: Colleen Halbert

Second by: Scott Bradley

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John	x			
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

Council Action

Councilmember Halbert moved to direct staff to draft a resolution to remove the Community Events Committee. Councilmember Daugherty seconded the motion. A vote was taken and passed, 7-0.

VOTING

Motion by: Colleen Halbert

Second by: John Daugherty

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John	x			
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

Council Action

Councilmember Halbert moved to remove the Budgetary Finance Committee. Councilmember Bradley seconded the motion. A vote was taken and passed, 7-0.

VOTING

Motion by: Colleen Halbert

Second by: Scott Bradley

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John	x			
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

- 10. **CITY MANAGERS REPORT**
Nov 24-35 Thanksgiving Holiday -City Offices Closed
Dec 12 Employee Holiday Dinner 4 pm -MAC
Dec 20 Council Meeting

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

Council Action

Council convened into Executive Session at 8:22 p.m. Councilmember Brandon was not present for the Executive Session.

- 11.1. **§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Michael Cantrell v. City of Murphy, et al., Cause No. 6:09-cv-225.**
- 11.2. **§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11cv682**
- 11.3. **§551.072 Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.**
- 11.4. **§551.074 Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.**

- 12. **RECONVENE INTO REGULAR SESSION**
The City Council will reconvene into Regular Session, pursuant to the provision of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

Council Action

Council reconvened into Regular Session at 9:01 p.m.

- 12.1. **§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Michael Cantrell v. City of Murphy, et al., Cause No. 6:09-cv-225.**
This Executive Session was not held.
- 12.2. **§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11cv682**
This Executive Session was not held.
- 12.3. **§551.072 Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.**

Council Action

Councilmember Daugherty moved to approve a resolution determining the public necessity of acquiring real property owned by Bowen Baugh and authorizing its condemnation and/or appropriation for public use for utility improvements in the City of Murphy and authorizing the City Manager to prepare all documents related to this. Councilmember Bradley seconded the motion. A vote was taken and passed, 6-0 with Councilmember Brandon absent for Executive Session.

VOTING

Motion by: John Daugherty
Second by: Scott Bradley

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John	x			
Mr. Brandon, Dave				
Mr. Grant, Bernard	x			

Council Action

Councilmember Daugherty moved to approve a resolution determining the public necessity of acquiring real property owned by Maurice and Linda Williams and authorizing its condemnation and/or appropriation for public use for utility improvements in the City of Murphy and authorizing the City Manager to prepare all documents related to this. Councilmember Richmond seconded the motion. A vote was taken and passed, 6-0 with Councilmember Brandon absent for Executive Session.

VOTING

Motion by: John Daugherty
Second by: Dennis Richmond

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John	x			
Mr. Brandon, Dave				
Mr. Grant, Bernard	x			

Council Action

Councilmember Daugherty moved to approve a resolution determining the public necessity of acquiring real property owned by Eugene and Fredna Posey and authorizing its condemnation and/or appropriation for public use for utility improvements in the City of Murphy and authorizing the City Manager to prepare all documents related to this. Councilmember Bradley seconded the motion. A vote was taken and passed, 6-0 with Councilmember Brandon absent for Executive Session.

VOTING

Motion by: John Daugherty
Second by: Scott Bradley

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John	x			
Mr. Brandon, Dave				
Mr. Grant, Bernard	x			

12.4. §551.074 Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.

Council Action

Councilmember Halbert moved to appoint Natalie Banuelos as the Municipal Judge effective December 1, 2011 and to authorize the Mayor to sign an employment agreement. Councilmember Bradley seconded the motion. A vote was taken and passed, 6-0 with Councilmember Brandon absent.

VOTING

Motion by: Colleen Halbert

Second by: Scott Bradley

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John	x			
Mr. Brandon, Dave				
Mr. Grant, Bernard	x			

Council Action

Councilmember Halbert moved to remove Chrissi Gumbert as Municipal Judge and appoint her as an alternate Municipal Judge effective December 1, 2011. Councilmember Bradley seconded the motion. A vote was taken and passed, 6-0 with Councilmember Brandon absent.

VOTING

Motion by: Colleen Halbert

Second by: Scott Bradley

Councilor	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott	x			
Mr. Daugherty, John	x			
Mr. Brandon, Dave				
Mr. Grant, Bernard	x			

13. PUBLIC COMMENTS

Public comments were submitted prior to the Consent Agenda by Don Kiertscher and Keith Patton. Mr. Kiertscher addressed Council regarding park directional signs. Mr. Patton addressed Council regarding a correction to Patriot Day.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

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

**December 6, 2011
6:00 PM**

1. CALL TO ORDER

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

2. INVOCATION & PLEDGE OF ALLEGIANCE

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

3. ROLL CALL & CERTIFICATION OF A QUORUM

The following Councilmembers were present:

Mayor Bret Baldwin
Deputy Mayor Pro Tem Colleen Halbert
Councilmember Dennis Richmond
Councilmember Bernard Grant
Councilmember Dave Brandon

Councilmember's Daugherty and Bradley were absent.

4. PUBLIC COMMENTS

No public comments were submitted.

5. CONSENT ITEMS

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

Council Action

Staff requested that no action be taken on Items 5.2 and 5.4 at this time. Councilmember Brandon requested to remove Item 5.1 from the Consent Agenda. Councilmember Grant requested to remove Items 5.6 and 5.7 from the Consent Agenda. The remaining items, 5.3 and 5.5 were voted on separately.

5.1. Consider and/or act upon approval of a resolution repealing Resolution No. 08-R-603 and dissolving the Community Events Committee.

Council Action

Councilmember Brandon stated that he would like a separate vote on this item rather than on Consent. He went on to say that the committee has done an extreme amount of work and Council just revised the committee's roles last year and now Council is abolishing the committee. Mayor Baldwin explained that Council had determined at a previous meeting that the committee has fulfilled the mission that Council set for the committee and they have done it very well.

Motion to approve a resolution repealing Resolution No. 08-R-603 and dissolving the Community Events Committee.

VOTING

Motion by: Colleen Halbert

Second by: Bernard Grant

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Brandon, Dave		x		
Mr. Grant, Bernard	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				

5.2. Consider and/or act on the application of Winkelmann and Associates, Inc. representing Forestar (USA) Real Estate Group, Inc, requesting approval of the Final Plat for Maxwell Creek North, Phase 10A on property zoned PD (Planned Development) District for Single Family Uses (Ordinance No. 00-06-487) on property located southwest of the intersection of McMillen Road and Rosewood Drive.

Council Action

There was no action on this item.

5.3. Consider and/or act on the application of Winkelmann and Associates, Inc. representing Forestar (USA) Real Estate Group, Inc, requesting approval of the Final Plat for Maxwell Creek North, Phase 10B on property zoned PD (Planned Development) District for Single Family Uses (Ordinance No. 00-06-487) on property located northwest of the intersection of Waters Edge Way and Creekside Drive.

Council Action

Motion to approve the Final Plat for **Maxwell Creek North, Phase 10B** on property zoned PD (Planned Development) District for Single Family Uses (Ordinance No. 00-06-487).

VOTING

Motion by: Colleen Halbert

Second by: Bernard Grant

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

5.4. Consider and/or act on the application of Winkelmann and Associates, Inc. representing Forestar (USA) Real Estate Group, Inc, requesting approval of the Final Plat for Maxwell Creek North, Phase 10C1 on property zoned PD (Planned Development) District for Single Family Uses (Ordinance No. 00-06-487) on property located southwest of the intersection of McMillen Road and Rosewood Drive.

Council Action

There was no action on this item.

5.5. Consider and/or act upon approving an ordinance providing for the ratification of the Final Plat for Maxwell Creek North Phase 8A in which the street name Greystone Court will be changed to Paint Creek Court.

Council Action

Motion to approve an ordinance ratifying the Final Plat for Maxwell Creek North, Phase 8A changing Greystone Court to Paint Creek Court.

VOTING

Motion by: Colleen Halbert
Second by: Dennis Richmond

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

5.6. Consider and/or act upon approving an ordinance providing for the ratification of the Final Plat for Daniel Crossing Phase D in which the street name Westminster Avenue will change to Westminster Avenue.

Public Comments

Mr. Eric Hartman addressed Council speaking in favor of correcting the spelling of Westminster to Westminister noting the embarrassment of the misspelling. Ms. Amy Christner addressed Council speaking in opposition of the name change noting a financial burden to residents.

Council Action

Council took no action on this item.

5.7. Consider and/or act upon approving an ordinance providing for the ratification of the Final Plat for Hunters Landing, Phase 1 in which the street name Westminster Avenue will change to Westminster Avenue.

Council Action

Council took no action on this item.

6. CONTRACT APPROVAL

6.1. Consider and/or act upon amendment 1 to engineering services agreement for FM 2551 utility relocations project with Birkhoff, Hendricks & Carter, LLP.

Council Action

Council expressed some concerns with the contract amendment, specifically the increase in the number of meetings.

VOTING

Motion by: Dave Brandon
Second by: Dennis Richmond

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen		x		
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

7. PUBLIC HEARINGS

- 7.1. Hold a public hearing and consider and/or act upon approval of an ordinance authorizing the City of Murphy to allow the “Goods-in-Transit” exemption per Tax Code Section 11.253, effective January 1, 2012.**

Public Hearing

Mayor Baldwin opened the public hearing at 6:36 p.m. With no comments submitted, Mayor Baldwin closed the public hearing at 6:36 p.m.

Council Action

Motion to approve the ordinance authorizing the City of Murphy per Tax Code Section 11.253 to allow the exemption of “Goods-in-Transit” effective January 1, 2012.

VOTING

Motion by: Dave Brandon
Second by: Bernard Grant

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

8. ORDINANCE APPROVAL

- 8.1. Consider and/or act upon the approval of an ordinance amending the FY 2010-2011 budget for the General Fund, Utility Fund, Economic Development Corporation (4A), Community Development Corporation (4B) and Debt Service Fund.**

Council Action

Motion to approve ordinance amending the FY 2010-2011 budget for the General Fund, Utility Fund, Economic Development Corporation (4A), Community Development Corporation (4B), and Debt Service Fund.

VOTING

Motion by: Bernard Grant
Second by: Dennis Richmond

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

- 8.2. Consider and / or act upon approval of an ordinance regulating the provision of Emergency Medical Services within the City of Murphy.**

Public Comments

Mr. Keith Patton addressed Council with comments about city liability if patients are taken to a lesser facility.

Council Action

Mayor Baldwin inquired why the hospital at PGBT/Renner was not on the approved list. Chief Lee explained that this hospital is currently a standalone emergency facility without a hospital or 24 hour ICU. He explained that it would be added to the list once it is a full service hospital. Motion to approve an ordinance of the City of Murphy regulating the provision of Emergency Medical Services within the City.

VOTING

Motion by: Dennis Richmond
Second by: Colleen Halbert

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

9. OTHER CONSIDERATION ITEMS

9.1. Consider and/or act upon a nomination of an elected official to the Emergency Preparedness Planning Council for the North Central Texas Council of Governments.

Council Action

Motion to nominate Councilmember Dave Brandon.

VOTING

Motion by: Colleen Halbert
Second by: Dennis Richmond

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave			x	
Mr. Grant, Bernard		x		

9.2. Consider and/or act upon cancelling the December 20th City Council Meeting.

Council Action

There was no action on this item. Council indicated that if there was not any business for the 20th meeting, it would not be held.

9.3. Consider and/or act upon award of bid for the Liberty Ridge Park Construction project.

Council Action

Motion to approve awarding bid to Walls Enterprises not to exceed \$750,000.00.

VOTING

Motion by: Colleen Halbert
Second by: Dennis Richmond

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

Council Action

Motion to accept withdrawal of low bid by JonesPlan.

VOTING

Motion by: Colleen Halbert
Second by: Bernard Grant

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

9.4. Consider and/or act upon approval of a community built playground for Murphy Central Park.

Council Action

Motion to authorize staff to advertise for an exploratory committee for a community built playground with candidates to be interviewed by City Council.

VOTING

Motion by: Colleen Halbert
Second by: Dennis Richmond

Councilmembers	YES	NO	ABSTAIN	RECUSE
Mr. Baldwin, Bret	x			
Ms. Halbert, Colleen	x			
Mr. Richmond, Dennis	x			
Mr. Bradley, Scott				
Mr. Daugherty, John				
Mr. Brandon, Dave	x			
Mr. Grant, Bernard	x			

10. DISCUSSION ITEMS

10.1. Discussion regarding executing a street name change for FM544 to Main Street and a street name change for Betsy Lane to become Park Blvd.

Council Action

There was no action on this item. Council requested staff to gather more information from both Wylie and Plano regarding changing street names.

Public Comments

Mr. Keith Patton addressed Council with historical information about the location of Betsy Lane.

- 11. CITY MANAGER'S REPORT**
 - Dec 12 - Employee Holiday Party 4-6pm**
 - Dec 20 - City Council Meeting (TBD)**
 - Dec 23-26, Jan 2 - City Offices Closed for Holidays**
 - Mar 1-2 - City Council Planning Session**

The City Council Planning Session will be held February 23-24.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 7:31 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

Issue

Consider and/or act upon approval of a Construction Plat for The Gables at North Hill, Phase 2B on property zoned PD (Planned Development) District for Single Family Uses on property located southwest of McCreary Road and McWhirter Road.

Background

The proposed construction plat would allow for the development of an additional phase of the subdivision known as The Gables at North Hill, Phase 2B. The zoning for the subject property was approved by City Council on October 20, 2003 (Ordinance No. 03-10-590). For this development, the required minimum lot size ranges from 9,000 square feet to 11,000 square feet. The required minimum dwelling unit size is 1,800 square feet. This construction plat was originally approved in 2006 and again in 2008. However, the applicant did not submit a final plat for this subdivision within a year of the approval of the construction plat; therefore, the construction plat approval became null and void. The applicant is resubmitting the construction plat for approval.

Considerations

Engineering and Public Works Department staff met with the applicant's engineer to discuss the Construction Plat. All proposed easements and rights-of-way dedication are to be coordinated with the City of Murphy's McCreary Road Paving and Drainage Improvements project.

In the City of Murphy review meeting noted above, the City agreed that the necessary rights-of-way and easements for the McCreary Road Paving and Drainage Improvements project are to be dedicated via this plat for the Gables at North Hill Phase 2B. The Construction Plat has been revised accordingly by the applicant.

The Fire Department had no comments.

Building Inspections Department had no comments.

The Planning & Zoning Commission approved the construction plat for the Gables at North Hill, Phase 2B on November 28, 2011, 8-0.

Staff Recommendation

Motion to approve the Construction Plat for **The Gables at North Hill, Phase 2B** on property zoned PD (Planned Development) District for Single Family Uses.

Attachments

Construction Plat

Issue

Consider and/or act upon approval of the Construction Plat for The Gables at North Hill (Park Lots) on property zoned PD (Planned Development) District for Single Family Uses.

Background

The proposed construction plat would allow for the development of 6 residential lots (Park Lots) within the subdivision known as The Gables at North Hill. The zoning for the subject property was approved by City Council on October 20, 2003 (Ordinance No. 03-10-590). For this development, the required minimum lot size ranges from 9,000 square feet to 11,000 square feet. The required minimum dwelling unit size is 1,800 square feet.

Other Considerations

The six lots on the proposed construction plat back up to North Hill Park, a City park. The applicant has indicated that the proposed back fencing adjacent to the City park will be ornamental welded steel, open fencing, painted black and 6' in height.

There are already water and sewer services to these lots that were installed with a prior phase. There is already existing road built in front of these lots.

The Fire Department had no comments.

Public Works Department had no comments.

Building Inspections Department had no comments.

Engineering comments have all been addressed by the applicant prior to final submittal.

Staff Recommendation

Motion to approve the Construction Plat for The Gables at North Hill (Park Lots) on property zoned PD (Planned Development) District for Single Family Uses.

Attachments

Construction Plat

Issue

Consider and/or act upon the approval of an ordinance amending the FY 2010-2011 budget for the General Fund.

Background

The General Fund budget for 2011-2012 was amended on December 6, 2011. Since that amendment, I discovered that I had made an error in that General Fund Budget amendment. I understated eight FY2011 departmental budgets. The understated departments are highlighted on the attached FY2011 Approved Budget Summary. Also since the December 6th approval, an invoice for \$10,500 for expenses incurred in FY 2011 from Quorium Architects for architectural services for the animal control shelter was presented. In order to cover this expense, funds were reallocated from Facilities. In summary, revenues were increased by the approximate \$251,000 presented and the expenditure budgets were reallocated to cover any shortages in the individual departmental budgets.

The General Fund experienced an increase of revenues of approximately \$251,000 and several of the departmental expenditure budgets were reallocated. City Council budget was increased by \$67,000 to accommodate the legal expense of approximately \$237,000, Community Development budget was increased by \$50,000 for the plan review and building inspections of approximately \$132,000, Animal Control budget was increased by \$10,500 and Municipal Court was increase by \$5,000 to cover the costs of housing of prisoners in the Collin County Jail and for the judge and prosecuting attorney. These increases were absorbed by the savings of the cost of electricity in Fire of \$33,000, Police of \$32,000 and Facilities of \$20,000 and savings of \$37,000 in the maintenance of the buildings and \$10,500 in janitorial supplies and services.

Financial Considerations

Per the annual audit of September 30, 2010, the unrestricted General Fund Balance is \$2,584,627. With this budget amendment increasing revenues by \$251,400 the projected unrestricted General Fund Balance at September 30, 2011 is \$2,591,427 an increase of \$6,800 (an increase of revenues of \$251,400 less the \$244,600 use of fund balance). The audit for the Fiscal Year 2010-2011 will provide the City with the final Fund Balances.

Staff Recommendation

Motion to approve ordinance amending the FY 2010-2011 budget for the General Fund.

Attachments

Budget Amendment Ordinance

City of Murphy
FY2011 Approved Budget Summary

General Fund	FY09	FY10	FY10	FY11	FY11	FY11
Beginning Fund Balance	Actual	Budget	Projected	Approved	Adjustment	Amended
	926,295	1,122,035	1,647,613	2,247,368		2,247,368
Revenues						
Total Property Taxes	4,790,766	4,857,000	4,961,000	4,741,000	(55,000)	4,686,000
Total Sales Tax	795,139	750,000	850,000	905,000	47,000	952,000
Total Franchise Tax	809,385	760,000	739,800	751,100	67,200	818,300
Total Permits & Licenses	578,888	400,000	655,700	633,700	23,000	656,700
Total Other Revenue	539,557	412,000	541,900	555,700	15,900	571,600
Total Court Revenue	445,272	400,000	390,000	390,000	150,000	540,000
Total Solid Waste	738,486	763,000	788,500	816,900	3,300	820,200
Total Revenues	8,697,492	8,342,000	8,926,900	8,793,400	251,400	9,044,800
Transfer from Utility Fund	850,000	850,000	850,000	850,000	-	850,000
Total Other Sources	850,000	850,000	850,000	850,000	-	850,000
Revenues & Other Sources Less Expenditures & Other (Uses)	9,547,492	9,192,000	9,776,900	9,643,400	251,400	9,894,800
Category Expenses						
Total Personnel Services	5,714,242	5,599,700	5,447,100	5,795,100	-	5,795,100
Total Materials & Supplies	422,903	523,000	471,920	486,100	(5,500)	480,600
Total Contractual Services	2,476,036	2,706,600	2,652,425	3,087,200	5,500	3,092,700
Total Capital Outlay	123,888	118,200	430,800	519,600	-	519,600
Proposed Additional Capital			120,000			
Total Debt Service	-	54,900	54,900	-	-	-
Reserves		143,000				
Total Expenses	8,737,068	9,145,400	9,177,145	9,888,000	-	9,888,000
Transfer Out	89,106					
Revenues less Expenses	721,318	46,600	599,755	(244,600)	251,400	6,800
Ending Fund Balance	1,647,613	1,168,635	2,247,368	2,002,768	251,400	2,254,168

City of Murphy
FY2011 Approved Budget Summary

General Fund	FY09 Actual	FY10 Budget	FY10 Projected	FY11 Approved	FY11 Adjustment	FY11 Amended
Departmental Expenses						
Total Administration	356,410	399,700	381,250	419,700	-	419,700
Total Human Resources	124,623	129,000	127,150	157,950	-	157,950
Total Information Technology	178,781	215,700	208,100	494,550	-	494,550
Total City Council	269,532	296,000	280,650	280,000	67,000	347,000
Total City Secretary	211,450	163,500	143,120	185,950	-	185,950
Total Finance	350,015	394,300	375,975	393,200	-	393,200
Total Fire	1,927,746	1,991,100	1,929,550	2,048,600	(33,000)	2,015,600
Total Public Works	223,039	244,300	237,800	250,100	-	250,100
Total Facilities	324,959	322,100	375,200	463,300	(67,500)	395,800
Total Community Development	487,534	482,900	452,950	477,000	50,000	527,000
Total Police	2,607,237	2,621,600	2,788,000	2,838,700	(32,000)	2,806,700
Total Animal Control	68,406	75,400	63,400	68,400	10,500	78,900
Total Parks	767,027	816,800	860,150	946,200	-	946,200
Total Municipal Court	231,020	208,000	210,850	208,650	5,000	213,650
Total Solid Waste	609,288	642,000	623,000	655,700	-	655,700
Proposed Additional Capital			120,000			
Total Expenses	8,737,068	9,002,400	9,177,145	9,888,000	-	9,888,000
Reserves		143,000				
Revenue Less Expenses	810,424	46,600	599,755	(244,600)	251,400	6,800
Transfer Out	89,106					
Ending Fund Balance	1,647,613	1,168,635	2,247,368	2,002,768		2,254,168

City of Murphy
FY 2011 Approved Budget

	FY09	FY10	FY10	FY11	FY11	FY11
	Actual	Budget	Projected	Approved	Adjustment	Amended
REVENUES						
10 -GENERAL FUND						
PROPERTY TAXES						
4000-4000-0000 CURRENT PROPERTY TAXES	4,707,741	4,767,000	4,880,000	4,660,000	(12,000)	4,648,000
4000-4005-0000 DELINQUENT PROPERTY TAXES	51,467	60,000	48,000	48,000	(32,000)	16,000
4000-4010-0000 PENALTY & INTEREST	31,558	30,000	33,000	33,000	(11,000)	22,000
TOTAL PROPERTY TAXES	4,790,766	4,857,000	4,961,000	4,741,000	(55,000)	4,686,000
NON-PROPERTY TAXES						
4000-4060-0000 SALES & USE TAX	795,139	750,000	850,000	905,000	47,000	952,000
TOTAL NON-PROPERTY TAXES	795,139	750,000	850,000	905,000	47,000	952,000
FRANCHISE TAXES						
4000-4100-0000 GAS FRANCHISE TAX	124,330	126,000	91,200	92,000	15,000	107,000
4000-4105-0000 ELECTRIC FRANCHISE TAX	449,884	458,000	423,300	428,000	36,000	464,000
4000-4110-0000 TELEPHONE	159,547	125,000	177,000	182,100	25,000	207,100
4000-4111-0000 CABLE TV	64,129	36,000	37,900	38,000	(10,000)	28,000
4000-4113-0000 GARBAGE FRANCHISE TAX	11,496	15,000	10,400	11,000	1,200	12,200
TOTAL FRANCHISE TAXES	809,385	760,000	739,800	751,100	67,200	818,300
PERMITS & LICENSES						
4000-4200-0000 BUILDING PERMIT	264,639	175,000	350,000	350,000	14,000	364,000
4000-4203-0000 REINSPECTION FEES	73,522	53,000	45,000	49,000	(11,000)	38,000
4000-4204-0000 ZONING/PLATTING	15,742	8,000	22,000	5,000	8,000	13,000
4000-4205-0000 ALARM PERMIT	35,297	33,000	36,000	36,000	(2,000)	34,000
4000-4206-0000 ANIMAL CONTROL	10,937	14,000	20,700	20,700	5,000	25,700
4000-4207-0000 CONTRACTOR REGISTRATION	38,750	17,000	32,000	32,000	2,000	34,000
4000-4209-0000 MISCELLANEOUS PERMITS	140,000	100,000	150,000	141,000	7,000	148,000
TOTAL PERMITS & LICENSES	578,888	400,000	655,700	633,700	23,000	656,700
OTHER REVENUE						
4000-4300-0000 MISCELLANEOUS REVENUE	34,180	12,000	40,000	40,000	(13,000)	27,000
4000-4301-0000 OPEN RECORDS FEES	282	250	300	300	(200)	100
4000-4305-0000 INTEREST INCOME	15,034	15,000	7,000	7,100	(700)	6,400
4000-4306-0000 POLICE REVENUES	19,876	26,800	12,000	25,300	8,000	33,300
4000-4307-0000 MISCELLANEOUS PARK REVENUES	39,996	36,700	45,000	45,000	9,000	54,000
4000-4330-0000 DRAINAGE FEES	193,737	192,000	196,000	198,400	1,600	200,000
4000-4341-0000 DRAINAGE PENALTIES	2,206	2,300	2,200	2,000		2,000
4000-4342-0000 4A/4B SUPPORT	52,000	50,000	50,000	50,000		50,000
4000-4343-0000 TCLEOSE FUNDS	2,198	2,200	2,100	-		-
4000-4344-0000 SALE OF PATROL CARS	-					-
4000-4345-0000 POLICE DONATIONS	2,500	-	200	-	1,300	1,300
4000-4346-0000 FIRE DONATIONS	5,305	-	100	-	1,700	1,700
4000-4347-0000 FIRE GRANTS	10,552	-	-	-		-
4000-4350-0000 EMS REVENUES	143,483	74,750	174,000	177,600	(15,000)	162,600
4000-4360-0000 ANIMAL CONTROL DONATIONS			2,500			-

City of Murphy
FY 2011 Approved Budget

	FY09	FY10	FY10	FY11	FY11	FY11
	Actual	Budget	Projected	Approved	Adjustment	Amended
REVENUES						
4000-4370-0000 CITY CELEBRATION DONATIONS	2,290		500		19,900	19,900
4000-4380-0000 RECYCLE REBATES	15,918		10,000	10,000	3,300	13,300
4000-4385-0000 GRANT ANIMAL CONTROL	-					
TOTAL OTHER REVENUE	539,557	412,000	541,900	555,700	15,900	571,600
MUNICIPAL COURT REVENUE						
4000-4600-0000 MUNICIPAL COURT FINES	445,272	400,000	390,000	390,000	150,000	540,000
TOTAL MUNICIPAL COURT REVENUE	445,272	400,000	390,000	390,000	150,000	540,000
SOLID WASTE REVENUES						
4000-4325-0000 SOLID WASTE	729,992	754,000	780,000	808,800	2,000	810,800
4000-4340-0000 SOLID WASTE PENALTIES	8,494	9,000	8,500	8,100	1,300	9,400
TOTAL SOLID WASTE REVENUES	738,486	763,000	788,500	816,900	3,300	820,200
TOTAL REVENUES	8,697,492	8,342,000	8,926,900	8,793,400	251,400	9,044,800
OTHER SOURCES						
TRANSFER FROM U/F	850,000	850,000	850,000	850,000		850,000
TOTAL OTHER SOURCES	850,000	850,000	850,000	850,000	-	850,000
TOTAL REVENUE & OTHER SOURCES	9,547,492	9,192,000	9,776,900	9,643,400	251,400	9,894,800

**City of Murphy
FY2011 Approved Budget**

	FY09 Actual	FY10 Budget	FY10 Projected	FY11 Approved	FY11 Adjustment	FY11 Amended
CITY COUNCIL						
MATERIALS & SUPPLIES						
5411-2101-0000 GENERAL OFFICE SUPPLIES	621	300	600	300		300
5411-2106-0000 SOFTWARE SUBSCRIPTIONS	200					-
5411-2209-0000 UNIFORMS	-					-
5411-2403-0000 COMPUTER HARDWARE & SOFTWARE	-					-
5411-2501-0000 COMMUNITY RELATIONS	10,389	15,000	15,000	25,000		25,000
5411-2502-0000 EMPLOYEE RELATIONS	2,834					-
5411-2505-0000 EMERGENCY HURRICANE EXPEN	-					-
TOTAL MATERIALS & SUPPLIES	14,044	15,300	15,600	25,300		25,300
CONTRACTUAL SERVICES						
5411-3102-0000 CONSULTANT SERVICES	26,946		8,500	-		-
5411-3103-0000 LEGAL	177,816	230,000	230,000	170,000	67,000	237,000
5411-3107-0000 COUNCIL REIMBURSEMENT	11,250	16,500	16,500	16,500		16,500
5411-3202-0000 POSTAGE AND FREIGHT	54					-
5411-3203-0000 TRAINING AND TRAVEL	27,248	2,500	3,000	10,000		10,000
5411-3301-0000 AD. AND PUBLIC NOTICES	-					-
5411-3402-0000 SURETY BONDS	-					-
5411-3703-0000 CELL/PAGERS/RADIOS	1,202		350			-
5411-3901-0000 DUES & MEMBERSHIPS	10,972	6,700	6,700	8,200		8,200
5411-3940-0000 COUNCIL CONTINGENCY	-	25,000		50,000		50,000
5411-3955-0000 380 AGREEMENT	-			-		-
TOTAL CONTRACTUAL SERVICES	255,489	280,700	265,050	254,700	67,000	321,700
TOTAL CITY COUNCIL	269,532	296,000	280,650	280,000	67,000	347,000

City of Murphy
FY2011 Approved Budget

	FY09	FY10	FY10	FY11	FY11	FY11
	Actual	Budget	Projected	Approved	Adjustment	Amended
FIRE						
PERSONNEL SERVICES						
5440-1001-0000 SALARIES	1,051,234	1,080,300	1,066,000	1,161,000		1,161,000
5440-1005-0000 OVERTIME	122,672	95,000	90,000	83,300		83,300
5440-1006-0000 LONGEVITY	2,640	4,000	3,000	4,300		4,300
5440-1007-0000 PART TIME	12,056			0		0
5440-1009-0000 TMRS	113,782	129,000	127,500	141,400		141,400
5440-1011-0000 SOCIAL SECURITY	16,659	17,400	16,700	18,200		18,200
5440-1012-0000 GROUP INSURANCE	191,345	209,000	198,000	220,500		220,500
5440-1016-0000 CERTIFICATIONS	0					
TOTAL PERSONNEL SERVICES	1,510,389	1,534,700	1,501,200	1,628,700	-	1,628,700
MATERIALS & SUPPLIES						
5440-2101-0000 GENERAL OFFICE SUPPLIES	2,736	1,500	1,300	1,200		1,200
5440-2102-0000 MAGAZINES/MAPS/BOOKS	1,694	2,700	2,700	2,800		2,800
5440-2103-0000 OFFICE COPY SUPPLIES	0					0
5440-2104-0000 DATA PROCESSING SUPPLIES	249	300	400	500		500
5440-2106-0000 SOFTWARE SUBSCRIPTIONS	5,791	15,400	15,300	0		0
5440-2203-0000 MEDICAL SUPPLIES	17,196	19,500	17,500	19,500		19,500
5440-2204-0000 MOTOR VEHICLE FUEL	10,674	17,500	12,500	15,000		15,000
5440-2205-0000 JANITORIAL SUPPLIES	2,236	2,400	2,200	3,000		3,000
5440-2208-0000 PHOTOGRAPHIC SUPPLIES	216	1,000	1,000	200		200
5440-2209-0000 UNIFORMS	28,768	34,500	34,000	34,500		34,500
5440-2220-0000 LAUNDRY AND CLEANING	432	3,600	900	4,800		4,800
5440-2222-0000 FOODS	1,068	300	500	5,600		5,600
5440-2230-0000 FIELD SUPPLIES	0			1,000		1,000
5440-2240-0000 FIRE PREVENTION PROGRAM	5,196	4,000	3,800	4,000		4,000
5440-2301-0000 BUILDINGS/GROUNDS SUP.	541	700	1,600	700		700
5440-2312-0000 MOTOR VEHICLE SUPPLIES	3,782	11,600	6,500	6,400		6,400
5440-2315-0000 FIRE FIGHTING EQPT.	5,428	9,400	8,100	7,300		7,300
5440-2401-0000 MINOR TOOLS & EQPT.	3,196	2,600	2,600	2,100		2,100
5440-2402-0000 FURNITURE & FIXTURE	8,503		2,800	0		0
5440-2403-0000 COMPUTER HARD. & SOFT.	3,706	700	350	0		0
5440-2501-0000 COMMUNITY RELATIONS	424		100	6,400		6,400
5440-2601-0000 AMBULANCE SUPPLIES	1,633	1,500	1,200	2,000		2,000
TOTAL MATERIALS & SUPPLIES	103,470	129,200	115,350	117,000	-	117,000
CONTRACTUAL SERVICES						
5440-3102-0000 CONSULTANT SERVICES	15,067	32,500	28,000	45,800		45,800
5440-3104-0000 MED. SERVICES/PREEMPLOYMENT	6,223	2,000	4,000	2,000		2,000
5440-3111-0000 SOFTWARE MAINTENANCE				19,900		19,900
5440-3199-0000 CONTRACT LABOR				16,000		16,000
5440-3202-0000 POSTAGE & FREIGHT	1,285	2,000	400	500		500
5440-3203-0000 TRAVEL AND TRAINING	6,246	11,500	11,000	18,400		18,400
5440-3301-0000 AD. AND PUBLIC NOTICES		500	200	500		500
5440-3302-0000 PRINTING AND BINDING	395	900	500	500		500
5440-3405-0000 WORKERS COMPENSATION	24,189	34,000	28,700	33,000		33,000
5440-3407-0000 UNEMPLOYMENT		10,200	10,600	0		0
5440-3501-0000 ELECTRICITY	105,842	101,200	97,000	83,000	(33,000)	50,000
5440-3502-0000 GAS	6,070	7,500	7,700	6,600		6,600
5440-3601-0000 BUILDING/STRUCTURE IMPVTS	6,826	4,000	3,800	4,000		4,000

City of Murphy
FY2011 Approved Budget

	FY09	FY10	FY10	FY11	FY11	FY11
	Actual	Budget	Projected	Approved	Adjustment	Amended
FIRE						
5440-3604-0000 MOTOR VEHICLE REPAIRS	12,720	16,200	14,000	18,700		18,700
5440-3608-0000 RADIO & RADAR R & M	6,926	8,200	7,000	0		0
5440-3613-0000 PUBLIC SAFETY EQPT. R & M	3,520	13,900	10,400	13,200		13,200
5440-3702-0000 RENTAL OFFICE EQPT.	4,325	5,700	5,900	5,700		5,700
5440-3703-0000 CELL/PAGERS/RADIOS	3,103	7,500	6,000	6,500		6,500
5440-3901-0000 DUES & MEMBERSHIP	2,509	3,200	3,000	4,600		4,600
5440-3906-0000 WRECKER FEES				0		0
5440-3907-0000 DEMOLITION OF BUIDINGS						0
5440-3914-0000 PENSION CONTRIBUTION	576	700	200	0		0
5440-3916-0000 OPERATIONS AND SAFETY PRO	3,796					0
5440-3919-0000 AMBULANCE SERVICE						0
5440-3920-0000 AMBULANCE BILLING FEES	17,653	15,000	21,600	17,700		17,700
5440-3970-0000 DONATION EXPENSE						
TOTAL CONTRACTUAL SERVICES	227,269	276,700	260,000	296,600	(33,000)	263,600
CAPITAL OUTLAY						
5440-4303-0000 MOTOR VEHICLES		40,000	40,000	6,300		6,300
5440-4305-0000 SPECIAL EQUIPMENT	39,755	10,500	13,000			0
5440-4307-0000 RADIO & RADAR EQPT.						0
5440-4310-0000 EMERGENCY MANAGEMENT EQUIP	46,862					0
TOTAL CAPITAL OUTLAY	86,618	50,500	53,000	6,300	-	6,300
TOTAL FIRE	1,927,746	1,991,100	1,929,550	2,048,600	(33,000)	2,015,600

City of Murphy
FY2011 Approved Budget

	FY09 Actual	FY10 Budget	FY10 Projected	FY11 Approved	FY11 Adjustment	FY11 Amended
FACILITIES						
PERSONNEL SERVICES						
5451-1001-0000 SALARIES	37,054					-
5451-1005-0000 OVERTIME	1,456			-		-
5451-1006-0000 LONGEVITY	135					-
5451-1009-0000 TMRS	3,990					-
5451-1011-0000 SOCIAL SECURITY/MEDICARE	532					-
5451-1012-0000 GROUP INSURANCE	3,333					-
TOTAL PERSONNEL SERVICES	46,500	-	-	-	-	-
MATERIALS & SUPPLIES						
5451-2204-0000 FUEL	618		100	-		-
5451-2205-0000 JANITORIAL SUPPLIES	3,740	17,000	15,000	20,000	(5,500)	14,500
5451-2209-0000 UNIFORMS	-		-	-		-
5451-2301-0000 BUILDING & GROUNDS	22,895	31,000	22,000	30,000		30,000
5451-2312-0000 MOTOR VEHICLE SUPPLIES	-	-				
TOTAL MATERIALS & SUPPLIES	27,252	48,000	37,100	50,000	(5,500)	44,500
CONTRACTUAL SERVICES						
5451-3201-0000 TELEPHONE	42,878	45,000	42,000	41,000		41,000
5451-3202-0000 POSTAGE & FREIGHT	12	100		-		-
5451-3203-0000 TRAINING & TRAVEL	-			-		-
5451-3401-0000 INSURANCE - GENERAL	-					-
5451-3405-0000 WORKERS COMP	1,646					-
5451-3407-0000 UNEMPLOYMENT INS	13,433					-
5451-3501-0000 ELECTRICITY	44,871	49,000	43,500	54,600	(20,000)	34,600
5451-3502-0000 GAS	3,350	8,000	3,700	4,700		4,700
5451-3601-0000 BUILDING & GROUNDS CONTRACTS	114,291	131,000	200,000	60,000	(37,000)	23,000
Building & Grounds Repairs				150,000		150,000
5451-3604-0000 MOTOR VEHICLE REPAIRS	524		400	-		-
5451-3703-0000 CELL/PAGERS/RADIOS	450			-		-
5451-3904-0000 JANITORIAL SERVICES	29,752	41,000	41,000	53,000	(5,000)	48,000
TOTAL CONTRACTUAL SERVICES	251,207	274,100	330,600	363,300	(62,000)	301,300
5451-4301-0000 FURNITURE			7,500			
5451-4201-0000 BLDGS, FIX & GROUNDS				50,000		50,000
TOTAL CAPITAL OUTLAY	-	-	7,500	50,000	-	50,000
SUBTOTAL (END-USER BUDGETED LINE ITEMS)	279,915	322,100	375,200	463,300	(67,500)	395,800
TOTAL FACILITIES	324,959	322,100	375,200	463,300	(67,500)	395,800

City of Murphy
FY2011 Approved Budget

	FY09 Actual	FY10 Budget	FY10 Projected	FY11 Approved	FY11 Adjustment	FY11 Amended
COMMUNITY DEVELOPMENT						
PERSONNEL SERVICES						
5455-1001-0000 SALARIES	292,427	290,500	259,000	255,400		255,400
5455-1005-0000 OVERTIME	58	500	500	600		600
5455-1006-0000 LONGEVITY	874	1,200	1,000	1,200		1,200
5455-1009-0000 TMRS	28,404	32,000	28,800	29,300		29,300
5455-1011-0000 SOCIAL SECURITY	4,029	4,300	3,800	3,800		3,800
5455-1012-0000 GROUP INSURANCE	30,344	33,500	30,000	28,200		28,200
TOTAL PERSONNEL SERVICES	356,137	362,000	323,100	318,500	-	318,500
MATERIALS & SUPPLIES						
5455-2101-0000 GENERAL OFFICE SUPPLIES	2,303	4,200	2,500	4,500		4,500
5455-2102-0000 MAGAZINES/MAPS/BOOKS		5,000	1,000	6,000		6,000
5455-2104-0000 DATA PROCESSING SUPPLIES		1,000	500	1,000		1,000
5455-2106-0000 SOFTWARE SUBSCRIPTIONS	400	500	400	-		-
5455-2107-0000 DRAFTING SUPPLIES				-		-
5455-2204-0000 MOTOR VEHICLE FUEL	1,168	2,300	1,800	2,500		2,500
5455-2209-0000 UNIFORMS		600	300	500		500
5455-2312-0000 MOTOR VEHICLE SUPPLIES	25	2,000	1,500	2,500		2,500
5455-2401-0000 MINOR TOOLS & EQPT.	376	700	300	500		500
5455-2403-0000 COMPUTER HARDWARE & SOFTM	1,327			-		-
5455-2404-0000 FURNITURE AND FIXTURE				-		-
TOTAL MATERIALS & SUPPLIES	5,598	16,300	8,300	17,500	-	17,500
CONTRACTUAL SERVICES						
5455-3102-0000 CONSULTANT SERVICES	1,147			-		-
5455-3103-0000 LEGAL SERVICES				-		-
5455-3105-0000 ENGINEERING SERVICES	18,537	20,000	40,000	50,000	50,000	100,000
5455-3106-0000 DATA PROCESSING		3,600	900	3,600		3,600
5455-3108-0000 RECORDING FEES	(540)			-		-
5455-3110-0000 INSPECTION FEES	62,952	24,700	25,000	45,000		45,000
5455-3111-0000 SOFTWARE MAINTNENACE				500		500
5455-3113-0000 HEALTH INSPECTION FEES	8,775	11,000	10,000	12,000		12,000
5455-3202-0000 POSTAGE & FREIGHT	993	1,200	1,800	2,000		2,000
5455-3203-0000 TRAVEL AND TRAINING	3,110	7,500	7,500	7,800		7,800
5455-3301-0000 AD. AND PUBLIC NOTICES	7,679	5,000	7,500	8,000		8,000
5455-3302-0000 PRINTING AND BINDING	632	1,000	200	2,000		2,000
5455-3405-0000 WORKERS COMPENSATION	1,681	2,100	1,400	2,700		2,700
5455-3407-0000 UNEMPLOYMENT	15,081					-
5455-3603-0000 OFFICE EQPT. REPAIRS		500		500		500
5455-3604-0000 MOTOR VEHICLE REPAIRS	1,039	1,000	250	1,000		1,000
5455-3702-0000 RENTAL OFFICE EQPT.			-	-		-
5455-3703-0000 CELL/PAGERS/RADIOS	3,993	4,000	4,000	3,400		3,400
5455-3901-0000 DUES & MEMBERSHIP	720	2,000	2,000	2,500		2,500
TOTAL CONTRACTUAL SERVICES	125,800	83,600	100,550	141,000	50,000	191,000
CAPITAL OUTLAY						
5455-4303-0000 MOTOR VEHICLES	-	-	-	-		-
5455-4390-0000 COMPUTER HARDWARE	-	21,000	21,000	-	-	-
TOTAL CAPITAL OUTLAY	-	21,000	21,000	-	-	-
TOTAL COMMUNITY DEVELOPMENT	487,534	482,900	452,950	477,000	50,000	527,000

City of Murphy
FY2011 Approved Budget

	FY09 Actual	FY10 Budget	FY10 Projected	FY11 Approved	FY11 Adjustment	FY11 Amended
POLICE						
PERSONNEL SERVICES						
5460-1001-0000 SALARIES	1,614,110	1,540,000	1,535,000	1,598,500		1,598,500
5460-1005-0000 OVERTIME	86,057	55,000	71,000	85,300		85,300
5460-1006-0000 LONGEVITY	6,313	8,200	7,300	9,100		9,100
5460-1007-0000 PART TIME	20,337	23,000	26,000	35,100		35,100
5460-1008-0000 STEP OVERTIME						0
5460-1009-0000 TMRS	166,026	172,000	178,900	194,500		194,500
5460-1011-0000 SOCIAL SECURITY	24,840	23,000	25,800	26,100		26,100
5460-1012-0000 GROUP INSURANCE	276,612	285,000	267,000	299,200		299,200
5460-1016-0000 CERTIFICATIONS	16,238	14,700	14,200	15,200		15,200
5460-1018-0000 AUTO ALLOWANCE	5,750	6,000	6,000	6,000		6,000
TOTAL PERSONNEL SERVICES	2,216,283	2,126,900	2,131,200	2,269,000	-	2,269,000
MATERIALS & SUPPLIES						
5460-2101-0000 GENERAL OFFICE SUPPLIES	2,867	3,500	2,100	3,600		3,600
5460-2102-0000 MAGAZINES/MAPS/BOOKS	1,346	1,500	500	1,000		1,000
5460-2104-0000 DATA PROCESSING SUPPLIES	928	1,100	1,100	1,200		1,200
5460-2106-0000 SOFTWARE SUBSCRIPTIONS	43,529	30,300	30,300	0		0
5460-2202-0000 DENTENTION SUPPLIES			1,500	0		0
5460-2203-0000 MEDICAL SUPPLIES	294	2,000	1,500	2,100		2,100
5460-2204-0000 MOTOR VEHICLE FUEL	37,837	44,000	55,600	47,000		47,000
5460-2209-0000 UNIFORMS	16,423	19,500	8,500	17,600		17,600
5460-2220-0000 DRY CLEANING	1,788	7,000	2,000	3,500		3,500
5460-2221-0000 AMMUNITION/SUPPLIES	4,155	7,200	3,500	5,300		5,300
5460-2232-0000 SIGNS AND MARKERS				0		0
5460-2312-0000 MOTOR VEHICLE SUPPLIES	2,124	2,000	1,500	2,100		2,100
5460-2319-0000 ALARM MAINTENANCE				0		0
5460-2401-0000 MINOR TOOLS & EQPT.	17,256	10,600	7,000	12,900		12,900
5460-2403-0000 COMPUTER HARD. & SOFT.	2,600			0		0
5460-2441-0000 SAFETY EQUIPMENT		4,000	3,000	4,100		4,100
5460-2501-0000 COMMUNITY RELATIONS						0
TOTAL MATERIALS & SUPPLIES	131,147	132,700	118,100	100,400	-	100,400
CONTRACTUAL SERVICES						
5460-3102-0000 CONSULTANT SERVICES	4,584	3,200	3,200	1,300		1,300
5460-3103-0000 LEGAL SERVICES						0
5460-3104-0000 MED. SERVICES/PREEMPLOYNT	1,870	9,700	8,500	9,800		9,800
5460-3106-0000 DATA PROCESSING	3,103	5,400	5,400	0		0
5460-3111-0000 SOFTWARE MAINTENANCE				50,100		50,100
5460-3199-0000 CONTRACT LABOR				16,000		16,000
5460-3201-0000 TELEPHONE EXPENSES	685	700	1,100	2,100		2,100
5460-3202-0000 POSTAGE & FREIGHT	998	1,000	700	1,000		1,000
5460-3203-0000 TRAVEL AND TRAINING	14,004	15,500	13,000	15,700		15,700
5460-3204-0000 TCLEOSE TRAINING			1,600	0		0
5460-3302-0000 PRINTING AND REPRODUCTION	4,113	3,000	3,000	5,100		5,100
5460-3405-0000 WORKERS COMPENSATION	38,560	51,000	44,000	56,500		56,500
5460-3407-0000 UNEMPLOYMENT		10,200	10,600			0
5460-3409-0000 EMPLOYEE REWARDS & REC				1,200		1,200
5460-3501-0000 ELECTRICTY	91,384	87,500	84,000	75,000	(32,000)	43,000
5460-3502-0000 GAS	5,223	6,500	6,700	5,900		5,900
5460-3601-0000 BUILDING & GROUND CONTRACT	2,200	500	500	7,500		7,500
5460-3603-0000 OFFICE EQPT. REPAIRS	18,338	19,300	19,300	21,400		21,400

City of Murphy
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	FY09 Actual	FY10 Budget	FY10 Projected	FY11 Approved	FY11 Adjustment	FY11 Amended
POLICE						
5460-3604-0000 MOTOR VEHICLE REPAIRS	22,525	24,500	30,000	23,000		23,000
5460-3608-0000 RADIO & RADAR R & M	990	1,500	10,000	3,500		3,500
5460-3702-0000 RENTAL OFFICE EQPT.	12,510	13,100	13,100	4,000		4,000
5460-3703-0000 CELL/PAGERS/RADIOS	23,881	27,900	12,000	14,200		14,200
5460-3710-0000 OTHER RENTAL	300	300	300	300		300
5460-3901-0000 DUES & MEMBERSHIP	430	900	900	900		900
5460-3905-0000 COMMUNITY RELATIONS	1,833			6,100		6,100
5460-3913-0000 SPECIAL INVESTIGATIONS	10,687	17,400	12,500	17,600		17,600
5460-3950-0000 COMMUNICATIONS	94	500	500	6,100		6,100
5460-3970-0000 DONATION EXPENSE	214		1,400	0		0
TOTAL CONTRACTUAL SERVICES	258,525	299,600	282,300	344,300	(32,000)	312,300
CAPITAL OUTLAY						
5460-4303-0000 MOTOR VEHICLES			194,000	103,300		103,300
5460-4304-0000 MOBILE EQUIPMENT				0		0
5460-4307-0000 RADIO/RADAR/CAMERAS				5,000		5,000
5460-4321-0000 SOFTWARE APPLICATIONS		7,500	7,500	0		0
5460-4390-0000 COMPUTERS	1,282			0		0
5460-4398-0000 MISC. POLICE SAFETY EQUIP.				16,700		16,700
TOTAL CAPITAL OUTLAY	1,282	7,500	201,500	125,000	-	125,000
DEBT SERVICE						
5460-5001-0000 PRINCIPAL						0
5460-5002-0000 INTEREST		54,900	54,900			0
TOTAL DEBT SERVICE	-	54,900	54,900	-	-	-
TOTAL POLICE	2,607,237	2,621,600	2,788,000	2,838,700	(32,000)	2,806,700

City of Murphy
FY2011 Approved Budget

	FY09	FY10	FY10	FY11	FY11	FY11
	Actual	Budget	Projected	Requested	Adjustment	Amendment
ANIMAL CONTROL						
PERSONNEL SERVICES						
5465-1001-0000 SALARIES	20,046	37,000	36,600	36,500		36,500
5465-1005-0000 OVERTIME	1,452	1,500	1,500	1,600		1,600
5465-1006-0000 LONGEVITY	49	100		100		100
5465-1009-0000 TMRS	2,064	4,300	4,200	4,400		4,400
5465-1011-0000 SOCIAL SECURITY	292	600	600	600		600
5465-1012-0000 GROUP INSURANCE	3,674	12,800	5,600	6,700		6,700
TOTAL PERSONNEL SERVICES	27,578	56,300	48,500	49,900	-	49,900
MATERIALS & SUPPLIES						
5465-2101-0000 GENERAL OFFICE SUPPLIES	97	300	300	300		300
5465-2106-0000 SOFTWARE SUBSCRIPTIONS	395	400	300	-		-
5465-2108-0000 ANIMAL SUPPLIES	535	1,200	600	1,400		1,400
5465-2203-0000 MEDICAL SUPPLIES	-	3,800	2,200	1,400		1,400
5465-2204-0000 MOTOR VEHICLE FUEL	811	2,600	1,800	2,900		2,900
5465-2205-0000 JANITORIAL SUPPLIES	179	500	500	700		700
5465-2209-0000 UNIFORMS	612	500	500	600		600
5465-2220-0000 DRY CLEANING	-	-		-		-
5465-2312-0000 MOTOR VEHICLE SUPPLIES	-	300	200	400		400
5465-2401-0000 MINOR TOOLS & EQPT.	3,489	2,000	2,000	1,000		1,000
TOTAL MATERIALS & SUPPLIES	6,118	11,600	8,400	8,700	-	8,700
CONTRACTUAL SERVICES						
5465-3102-0000 CONSULTANT SERVICES	1,016	1,000	500	1,100	10,500	11,600
5465-3104-0000 MEDICAL SERVICES	-	200	200	300		300
5465-3111-0000 SOFTWARE MAINTENANCE				1,700		1,700
5465-3114-0000 LABORATORY TESTING	100	1,000	1,000	1,100		1,100
5465-3201-0000 TELEPHONE EXPENSES	571	-		-		
5465-3202-0000 POSTAGE & FREIGHT	759	600	600	700		700
5465-3203-0000 TRAVEL AND TRAINING	375	500	500	600		600
5465-3302-0000 PRINTING/REPRODUCTION	228	400	200	400		400
5465-3405-0000 WORKERS COMPENSATION	780	1,200	1,200	1,200		1,200
5465-3407-0000 UNEMPLOYMENT INSURANC	9,134	-	800	-		-
5465-3604-0000 MOTOR VEHICLE REPAIRS	847	1,800	800	2,000		2,000
5465-3703-0000 CELL/PAGERS/RADIOS	103	700	600	500		500
5465-3901-0000 DUES & MEMBERSHIP	55	100	100	200		200
TOTAL CONTRACTUAL SERVICES	13,968	7,500	6,500	9,800	10,500	20,300
CAPITAL OUTLAY						
10-5465-4201-0000 BLDGS & GROUNDS	1,460					-
10-5465-4303-0000 MOTOR VEHICLES	19,282					-
TOTAL CAPITAL OUTLAY	20,742					-
SUBTOTAL (END-USER BUDGETED LINE ITEMS)	42,280	20,600	16,400	20,100	10,500	30,600
TOTAL ANIMAL CONTROL	68,406	75,400	63,400	68,400	10,500	78,900

City of Murphy
FY2011 Approved Budget

	FY09 Actual	FY10 Budget	FY10 Projected	FY11 Approved	FY11 Adjustment	FY11 Amended
MUNICIPAL COURT						
PERSONNEL SERVICES						
5490-1001-0000 SALARIES	105,754	102,000	90,400	97,200		97,200
5490-1005-0000 OVERTIME	4,595	1,200	2,700	2,400		2,400
5490-1006-0000 LONGEVITY	1,112	800	500	550		550
5490-1009-0000 TMRS	10,791	11,500	10,300	11,400		11,400
5490-1011-0000 SOCIAL SECURITY	1,547	1,600	1,400	1,500		1,500
5490-1012-0000 GROUP INSURANCE	20,517	19,000	14,600	19,700		19,700
TOTAL PERSONNEL SERVICES	144,316	136,100	119,900	132,750	-	132,750
MATERIALS & SUPPLIES						
5490-2101-0000 GENERAL OFFICE SUPPLIES	1,808	2,200	2,200	2,300		2,300
5490-2102-0000 MAGAZINES/MAPS/BOOKS	50		150			-
5490-2401-0000 MINOR TOOLS & EQPT.		200		200		200
TOTAL MATERIALS & SUPPLIES	1,858	2,400	2,350	2,500	-	2,500
CONTRACTUAL SERVICES						
5490-3102-0000 CONSULTANT SERVICES	6,711	4,000	33,000	4,500	3,000	7,500
5490-3106-0000 DATA PROCESSING	2,919	5,900	2,500	-		-
5490-3111-0000 SOFTWARE MAINTENANCE				6,200		6,200
5490-3199-0000 CONTRACT LABOR	22,423			-		-
5490-3202-0000 POSTAGE & FREIGHT	2,597	3,600	1,500	3,600		3,600
5490-3203-0000 TRAVEL AND TRAINING	728	1,200	1,400	2,200		2,200
5490-3405-0000 WORKERS COMPENSATION	414	500	100	500		500
5490-3803-0000 JUDGE/PROS ATTORNEY	48,925	54,000	50,000	56,000	2,000	58,000
5490-3901-0000 DUES & MEMBERSHIP	130	300	100	400		400
TOTAL CONTRACTUAL SERVICES	84,847	69,500	88,600	73,400	5,000	78,400
SUBTOTAL (END-USER BUDGETED LINE ITEMS)	91,300	73,100	93,650	78,300	5,000	83,300
TOTAL MUNICIPAL COURT	231,020	208,000	210,850	208,650	5,000	213,650

Issue

Consider and/or act upon a request for a rate increase by Waste Management for sanitation services.

Background

Waste Management has submitted a letter requesting a rate increase for sanitation services. The Waste Management contract was signed in March 2008 and it is a five year contract with a provision to roll into another 5 years. According to Section 9 of the contract, the rate may be adjusted according to the Consumer Price Index (CPI). The City Council may not be unreasonable in denying the rate increase request.

The City granted a rate increase to Waste Management in June 2010; residential rate went from \$9.99 to \$10.27 and the commercial rate increased by 2.8%.

The requested increase of 4.7% is based on the CPI for trash, water, and sewer services for the period of November 2010 to October 2011. The current residential rate would increase from \$10.27 to \$10.75. The fee for additional carts would increase from \$7.26 to \$7.60. The commercial and industrial rates would also increase by 4.7%.

Financial Considerations

The FY 2012 budget reflects a 3% overall increase in solid waste.

Staff Recommendation

Council direction is requested.

Attachments

Letter from WM
WM Contract



December 19, 2011

Mr. James Fisher
City Manager
City of Murphy
206 N. Murphy Road
Murphy, Texas 75094

Dear Mr. Fisher:

Pursuant to the terms of our Solid Waste Collection and Transportation Agreement, I am submitting this letter to request a rate increase of 4.7%. This is based upon the Consumer Price Index (CPI) for Water, Sewer and Trash collection for the period of November 2010 through October of 2011. While I realize that this is not pleasant news, please understand that our costs have increased, and it has been a year and a half since the last increase.

Based upon the current residential rate of \$10.27 per month, and the new rate will be \$10.75 per month. The charge for additional carts will move from \$7.26 per month to \$7.60 per month. Rates for commercial and industrial services will also increase by 4.7%.

Based upon our discussion last week, I understand you need to review this information, and would like to discuss it more detail in January.

James, it is truly a pleasure to serve as the City's "vendor of choice", and Waste Management appreciates the partnership we have established over the years. I look forward to visiting with you soon.

Sincerely,

A handwritten signature in black ink that reads 'John L. Klaiber'. The signature is written in a cursive style with a large initial 'J'.

John L. Klaiber
Manager – Public Sector Services

Economic News Release

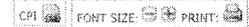


Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U. S. City Average, by expenditure category and commodity and service group

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group

(1982=84=100, unless otherwise noted)

CPI-U	Relative importance, December 2010	Unadjusted indexes		Unadjusted percent change to Nov. 2011 from-		Seasonally adjusted percent change from-		
		Oct. 2011	Nov. 2011	Nov. 2010	Oct. 2011	Aug. to Sep.	Sep. to Oct.	Oct. to Nov.
Expenditure category								
All items.....	100.000	226.421	226.230	3.4	-0.1	0.3	-0.1	0.0
All items (1967=100).....	-	678.258	677.684	-	-	-	-	-
Food and beverages.....	14.792	230.885	230.656	4.4	-0.1	0.4	0.1	0.1
Food.....	13.742	231.017	230.790	4.6	-0.1	0.4	0.1	0.1
Food at home.....	7.816	230.196	229.380	5.9	-0.4	0.6	0.1	-0.1
Cereals and bakery products.....	1.090	265.433	265.552	6.2	0.0	0.9	0.4	0.3
Meats, poultry, fish, and eggs.....	1.813	227.853	227.583	6.9	-0.1	0.4	0.5	-0.1
Dairy and related products (1).....	.839	219.493	218.767	8.7	-0.3	1.2	0.1	-0.3
Fruits and vegetables.....	1.152	284.269	282.605	4.7	-0.6	0.9	-1.7	-0.6
Nonalcoholic beverages and beverage materials.....	.926	169.137	168.606	4.4	-0.3	0.0	0.5	0.2
Other food at home.....	1.996	201.315	199.924	5.1	-0.7	0.6	0.4	-0.1
Sugar and sweets (1).....	.297	213.602	210.039	4.7	-1.7	1.7	0.1	-1.7
Fats and oils.....	.232	226.216	224.907	11.1	-0.6	0.5	0.3	0.8
Other foods.....	1.466	212.737	211.649	4.3	-0.5	0.4	0.4	0.1
Other miscellaneous foods (1) (2).....	.432	125.461	125.702	4.2	0.2	-0.1	0.3	0.2
Food away from home (1).....	5.926	233.459	234.046	2.9	0.3	0.2	0.2	0.3
Other food away from home (1) (2).....	.329	163.978	164.120	2.3	0.1	-0.1	0.4	0.1
Alcoholic beverages.....	1.051	227.606	227.363	1.3	-0.1	0.0	0.0	0.0
Housing.....	41.460	220.138	219.969	1.9	-0.1	0.2	0.1	0.1
Shelter.....	31.955	253.101	253.312	1.8	0.1	0.1	0.2	0.2
Rent of primary residence (3).....	5.925	255.651	256.367	2.4	0.3	0.2	0.4	0.2
Lodging away from home (2).....	.776	136.551	130.687	3.1	-4.3	-0.7	-1.7	-0.1
Owners' equivalent rent of residences (3) (4).....	24.905	261.034	261.503	1.7	0.2	0.1	0.2	0.1
Owners' equivalent rent of primary residence (3) (4).....	23.310	261.011	261.479	1.7	0.2	0.1	0.2	0.1
Tenants' and household insurance (1) (2).....	.349	128.416	128.777	1.0	0.3	0.3	0.4	0.3
Fuels and utilities.....	5.096	220.450	218.199	3.4	-1.0	0.7	-0.2	-0.3
Household energy.....	4.000	193.058	190.444	3.1	-1.4	0.7	-0.3	-0.4
Fuel oil and other fuels (1).....	.309	335.148	342.823	19.7	2.3	-0.4	0.1	2.3
Energy services (3).....	3.691	193.843	190.572	1.7	-1.7	0.7	-0.4	-0.7
Water and sewer and trash collection services (2).....	1.095	181.916	182.254	4.7	0.2	0.7	0.2	0.2
Household furnishings and operations.....	4.409	125.223	125.073	0.8	-0.1	0.0	0.1	0.0
Household operations (1) (2).....	.772	152.415	152.578	1.6	0.1	-0.1	0.3	0.1
Apparel.....	3.601	127.590	127.285	4.8	-0.2	-1.1	0.4	0.6
Men's and boys' apparel.....	.882	119.506	119.930	6.3	0.4	-0.2	0.6	1.2
Women's and girls' apparel.....	1.520	115.851	115.603	5.3	-0.2	-2.2	0.6	0.9
Infants' and toddlers' apparel.....	.192	118.048	118.775	3.2	0.6	-0.3	-0.8	1.2
Footwear.....	.700	130.886	130.293	0.7	-0.5	0.1	-1.0	-0.3
Transportation.....	17.308	212.127	211.358	8.0	-0.4	1.0	-1.1	-0.8
Private transportation.....	16.082	207.404	206.635	8.2	-0.4	1.0	-1.2	-0.9
New and used motor vehicles (2).....	6.333	100.540	100.021	3.2	-0.5	-0.2	-0.4	-0.3
New vehicles.....	3.513	142.535	142.736	3.3	0.1	0.0	-0.3	-0.3
Used cars and trucks.....	2.055	151.494	149.230	4.9	-1.5	-0.6	-0.6	-0.1
Motor fuel.....	5.079	296.944	294.049	19.9	-1.0	2.9	-3.1	-2.4
Gasoline (all types).....	4.865	295.877	292.486	19.7	-1.1	2.9	-3.1	-2.4
Motor vehicle parts and equipment (1).....	.408	145.308	146.338	5.5	0.7	0.1	-0.2	0.7
Motor vehicle maintenance and repair (1).....	1.172	255.774	255.663	2.3	0.0	0.8	0.2	0.0
Public transportation.....	1.227	269.158	268.478	5.3	-0.3	0.8	0.0	0.1
Medical care.....	6.627	403.430	404.858	3.4	0.4	0.2	0.5	0.4
Medical care commodities (1).....	1.633	325.962	326.624	3.1	0.2	0.2	0.3	0.2
Medical care services.....	4.994	427.467	429.191	3.5	0.4	0.2	0.5	0.5
Professional services.....	2.830	337.257	337.347	2.1	0.0	0.1	0.3	0.2
Hospital and related services.....	1.703	649.496	654.117	5.5	0.7	0.1	0.6	0.7

**MUNICIPAL SOLID WASTE COLLECTION
AND TRANSPORTATION AGREEMENT**

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the 17th day of March, 2008, between the **CITY OF MURPHY, TEXAS** ("City"), acting by and through its duly authorized City Manager, and **WASTE MANAGEMENT OF TEXAS, INC.** ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Bag or Bags:** Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed forty (40) pounds.
- 1.02. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes debris resulting from services of a Commercial Service Provider. All Brush must be cut, tied, and placed in Bundles.
- 1.03. **Bulky Waste:** White Goods, furniture, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.04. **Bundle or Bundles:** Tree, shrub and brush trimmings or unrecycled newspapers and magazines securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or fifty (50) pounds in

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

weight.

- 1.05. **City:** The City of Murphy, Texas.
- 1.06. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.07. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.08. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.09. **Commercial Service Provider:** A commercial business enterprise or commercial service provider.
- 1.10. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.11. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.12. Intentionally deleted.
- 1.13. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.14. **Contractor:** Waste Management of Texas, Inc.
- 1.15. **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.16. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.17. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.18. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.

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- 1.19. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.20. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.21. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.22. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.23. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in [Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland)], nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.24. **Polycart:** A rubber-wheeled receptacle constructed of plastic, metal and/or fiberglass, of 95 gallon capacity, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals, and to be used for collection of Residential Waste and Waste from a Commercial Hand Collect Unit. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.25. **Recyclable Material:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.26. **Recycling Container:** A plastic receptacle, designed for the purpose of curbside

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collection of Recyclable Materials, with a capacity of 95 gallons.

- 1.27. **Refuse:** Same as Rubbish.
- 1.28. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.29. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.30. **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.31. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.32. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
 - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by

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the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or

d) Unacceptable Waste.

- 1.33. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.34. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.35. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
- 1.36. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement, or placed outside a Polycart, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.
- 1.37. **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.
- 1.38. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

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2. **GRANT OF EXCLUSIVE FRANCHISE:**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by City.

3. **TERM:**

The term of this Agreement shall commence April 1, 2008 ("Commencement Date"), and continue remain in full force and effect for a period of five (5) years; provided, however, the term of this Agreement shall automatically extend without further action of the parties for one (1) additional five (5) year term, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. **RATES:**

4.01. Contractor is authorized to charge, and shall receive from the City (collectively, the "Base Rates"):

- (i) As to collection of Residential Waste from Residential Units, \$9.99 per Residential Unit, per month, for Residential Units utilizing a 95-gallon Polycart and a 95 gallon Recycling Container. In addition, a Residential Unit Customer may request an additional Cart (Polycart and/or Recycling Container), and Contractor shall be entitled to receive an additional \$7.06 per month, per Residential Unit, per additional Cart.
- (ii) Commercial Units and Industrial Unit Customers shall be as set forth on Schedule "A" attached hereto and incorporated herein by reference (collectively, the "Base Rates").
- (iii) All Base Rates are subject to adjustment as set forth in Section 9 below.

5. **CONTRACTOR SERVICES:**

5.01. **Residential Collection**

(a) **Residential/Commercial Hand Collect Collection:**

- (i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during the term of this Agreement. All Residential Waste shall be placed in that Residential Unit's Polycart, and Contractor shall have no obligation to collect any Residential Waste placed outside the Polycart. Notwithstanding the foregoing, Contractor agrees to collect up to seven (7) Bags placed outside the Polycart on the collection day immediately

following Thanksgiving Day, Christmas Day, and New Year's Day.

- (ii) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit one (1) time per week.
 - (iii) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.
- (b) **Bundles/Bulky Waste Collection:** Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste and Bundles. Contractor agrees to collect up to, but not to exceed, two (2) cubic yards of Bulky Waste and Bundles per week from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste or Bundles in excess of the above volumes, unbundled Brush, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.
- (c) **Recyclable Collection:** Contractor shall provide once per week collection of Recyclable Materials placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.
- (d) **Carts:**
- (i) Residential Units that have received a Polycart prior to the commencement of this Agreement shall continue to utilize that Polycart. Contractor shall supply to Residential Units at the commencement of this Agreement (i) one (1) Recycling Container, and (ii) a Polycart to a Residential Unit if that Residential Unit does not have a Polycart at the commencement of this Agreement. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of

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the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

- (ii) Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, except as expressly set forth above, (ii) any Residential Waste from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.
- (iii) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. The Customer shall not overload (by weight or volume) a Polycart, and shall use the Polycart only for its proper and intended purpose. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost or damaged, Contractor agrees to replace such lost or damaged Cart with a new Cart, at a cost of \$55.00 to the Customer.

(e) Twice during a two (2) week period subsequent to Christmas Day, Contractor shall collect Christmas trees placed curbside, for delivery to a recycling center selected by Contractor.

5.02. **Commercial and Industrial Collection:** Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement.

5.03. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations, and may charge for the collection of any Unusual Accumulations in accordance with the rates set forth in Schedule "A."

5.04. **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.

- 5.05. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.
- 5.06. **Standard Operating Procedures:** In furtherance of Contractor's services to be performed under this Agreement, attached hereto and incorporated herein as Schedule "C" are the "Standard Operating Procedures" (the "SOP's"), detailing specific procedures to be followed by Contractor during performance of such collection services. Contractor and the City agree to annually review the SOP's, and revise the SOP's as may be agreeable to both parties, in each party's sole discretion.

6. **COLLECTION OPERATION:**

- 6.01. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 6:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.
- 6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.
- 6.03. **Holidays:** Contractor shall provide service hereunder for all holidays.
- 6.04. **Complaints:** Customer complaints shall be directed by the Customer to the City, and the City shall then direct such complaints to Contractor in writing. Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

- 6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 6.06. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.
- 6.07. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.
- 6.08. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 6.09. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.
- 6.10. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between the Municipal Marketing Director of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. LICENSE AND TAXES:

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Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

8. BILLING:

(a) City shall provide billing and bill collection services for Residential Units during the term of this Agreement. Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units. Within thirty (30) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered to Residential Units under this Agreement for the prior month. City shall remit to Contractor payment for such services within thirty (30) days after receipt of invoice. Contractor shall provide to the City, on a monthly basis, a report showing the billings to Commercial Units and Industrial Units for the prior month, including the services rendered, and the rate for such service.

(b) The City shall notify Contractor in writing of any Residential Unit Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Residential Unit until notified by the City. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

(c) Contractor shall add a franchise fee of 4% (four percent) for commercial waste and industrial waste (the "Franchise Fee"). The rates set forth on Schedule "A" are exclusive of the Franchise Fee. The Franchise Fee payments actually received by Contractor shall be paid by the Contractor to the City within thirty (30) days after the last day of the month of Contractor's actual receipt of such monies.

9. MODIFICATION TO RATES:

9.01 **CPI Adjustment.** Base Rates charged by Contractor for services will remain fixed, and will not be adjusted for changes in the CPI (as hereinafter defined), until the first anniversary date of the Commencement Date. Commencing on the first anniversary date of the Commencement Date, and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Contractor shall notify City of any change in Base Rates for CPI at least sixty (60) days prior to implementation of such new Base Rates.

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9.02 **Additional Adjustments**. Contractor shall also be entitled to request an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the City, to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the City at its request. The City's approval for an increase in Base Rates pursuant to this Section 9.02 shall not be unreasonably withheld; provided, however, if the City shall fail to grant such increase, Contractor, at its sole election, may terminate this Agreement upon ninety (90) days' written notice to the City.

10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service;
- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

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12. **OFFICE:**

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

13. **ENFORCEMENT:**

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Commercial Unit and Industrial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. **TRANSFERABILITY OF AGREEMENT:**

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

15. **LANDFILL CAPACITY:**

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

16. **TERMINATION:**

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within five(5) days as to a default by Contractor, and sixty (60) days as to the City, after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such cure period, the defaulting party fails to commence the curing of such default within such cure period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

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17. ARBITRATION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then the claim, dispute, disagreement or controversy shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules as follows:

- (a) An arbitration may be commenced by any party to this Agreement by the service of a written request for arbitration ("Request for Arbitration") upon the other party. Such Request for Arbitration shall summarize the controversy or claim to be arbitrated.
- (b) The arbitration shall be heard in Dallas, Texas before an arbitration panel comprised of three (3) arbitrators. Upon initiation of a Request for Arbitration by either party hereto, each party, within fifteen (15) days of the date of the Request for Arbitration, shall select an arbitrator. The arbitrators selected by the claimant and respondent shall, within ten (10) days of their appointment, select a third neutral arbitrator. In the event the two arbitrators are unable to agree upon a third arbitrator, then the American Arbitration Association ("AAA") shall appoint the third neutral arbitrator. Prior to commencement of hearings, each of the arbitrators appointed shall provide an undertaking of impartiality. In determining the appropriate background of the third arbitrator, the first two arbitrators shall give due consideration to the issues to be resolved.
- (c) All attorneys' fees and costs of the arbitration shall in the first instance be borne by the respective party incurring such costs and fees, but the arbitrator shall have the discretion to award costs and/or attorneys' fees as the arbitrator deems appropriate under the circumstances.
- (d) Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An actual or threatened act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

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(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

19. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing. Annually, on each anniversary date of this Agreement, Contractor shall provide to City evidence of such required insurance. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all	As required by law.

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	employees including drivers.	
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability- Property Damage	\$500,000	

20. INDEMNITY:

The Contractor shall indemnify, defend and hold harmless the City, and its officers and employees, from against any claims, actions, legal proceedings, suits, demands, damages, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. The City shall not be responsible for any negligence, gross negligence, breach of contract, intentional conduct, violation of statute or common law, breach of warranty, product defect or any other conduct whatsoever of contractor, or any of its agents, employees or customers. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

21. PERFORMANCE BOND:

The Contractor will furnish a performance bond as security for the faithful performance of this Agreement. Said performance bond must be in an amount equal the full Agreement contract price, reduced pro-rata on an annual basis. The Contractor shall pay premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

22. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

23. SEVERABILITY:

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Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

24. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

25. RECORDS:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

26. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party (as determined by such court) shall recover its attorney fees and court costs, with venue of any such action to be in Collin County, Texas.

27. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided,

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however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of Murphy, Texas
206 North Murphy Road
Murphy, Texas 75094
ATTN: City Manager
Email Address: jfisher@murphytx.org

If to the Contractor at: Waste Management of Texas, Inc.
1600 A South Railroad
Lewisville, Texas 75067
Email Address: llantrip@wm.com

with a copy to: Waste Management of Texas, Inc.
9708 Giles Road
Austin, Texas 78754
Attn: Senior Legal Counsel; and
Email Address: rmuelker@wm.com

CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

28. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

29. STORM DEBRIS:

Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, or natural disaster, Contractor shall have no obligation under this Agreement to collect any storm debris resulting therefrom.

31. ANNUAL CLEAN UPS:

Contractor shall provide a spring cleanup and fall cleanup to each Residential Unit on such two (2) weeks as may be designated by the City by providing to each Residential Unit one (1) collection of unlimited Bulky Waste and Bundles per spring cleanup and fall cleanup.

32. RESIDENTS DISPOSAL AT LANDFILL:

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Residents of the City shall be entitled to free disposal at Contractor's (i) D/FW Landfill located in Lewisville, Texas, and (ii) Skyline Landfill, located in Ferris, Texas, once per month, with a limit of Residential Waste equal to the greater of (i) the amount of Waste placed in the bed of a pick-up truck, or (ii) three (3) cubic yards. The Residential Unit Customer must present a valid driver's license and water bill dated within the preceding sixty (60) days with the same address. The Customer may not use this free dumping privilege for disposal of non-residential or Commercial Waste. Contractor shall have the right to refuse any loads under this free dumping privilege which violates any rules reasonably established by Contractor.

33. DISPOSAL FROM CITY FACILITIES:

Contractor shall provide to the City, at no additional cost to the City, (i) Solid Waste removal at the City facilities set forth on Schedule "B" attached hereto and incorporated herein by this reference for all purposes, pursuant to the size containers, and frequency of collection, as set forth on Schedule "B", and (ii) collection of Recyclable Materials from such City facilities utilizing Recycling Containers.

34. RECYCLING REBATE:

As an incentive to increase recycling within the City, Contractor shall pay to the City, on a monthly basis, a recycling rebate (the "Recycling Rebate") equal to \$14.00 (adjusted annually for CPI pursuant to Section 9.01 above) per ton of Recycling Materials collected by Contractor under this Agreement for each ton in excess of 24.2 pounds per Residential Unit serviced by Contractor under this Agreement per month. The actual average volume of Recycling Materials per Residential Unit per month (the "Actual Average Volume") shall be determined by (i) the total tonnage of Recycling Materials collected by Contractor under this Agreement during such month, (ii) divided by number of Residential Units serviced by Contractor under this Agreement for such month. The difference between the Actual Average Volume per month, minus 24.2 pounds, shall be (i) converted to tons, and (ii) multiplied by \$14.00 per ton to determine the monthly Recycling Rebate payable by Contractor to the City. An example of such Recycling Rebate calculation is attached hereto as Schedule "D" and incorporated herein.

EFFECTIVE AS OF THE 1st DAY OF MARCH, 2008.

CITY:

CITY OF MURPHY, TEXAS



BY:

Mayor

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.



BY:

ITS: MACM

ATTEST:



City Secretary,

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

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City of Murphy, Texas

APPROVED:

City Attorney

SCHEDULE "A"
COMMERCIAL AND INDUSTRIAL BASE RATES

A. COMMERCIAL HAND COLLECTION MONTHLY RATES UTILIZING A 95-GALLON POLYCART:

- (i) ONE CART 1 X WEEK.....\$27.67
- (ii) TWO CARTS 1X WEEK.....\$33.21
- (iii) THREE CARTS 1X WEEK.....\$56.13

B. DUMPSTER MONTHLY RATES (frequency is per week):

		1x pr wk	2x pr wk	3x pr wk	4x pr wk	5x pr wk	6x per wk	Extra
(i)	2 cy	\$60.63	\$113.50	\$166.38	\$219.26	\$272.14	\$325.01	\$35.00
(ii)	3 cy	\$67.64	\$125.98	\$184.33	\$242.67	\$301.01	\$359.35	\$40.00
(iii)	4 cy	\$74.66	\$138.46	\$202.27	\$266.08	\$329.89	\$393.69	\$50.00
(iv)	6 cy	\$87.14	\$161.87	\$236.61	\$311.35	\$386.09	\$460.82	\$60.00
(v)	8 cy	\$99.62	\$185.29	\$270.95	\$356.62	\$442.29	\$527.96	\$70.00

- Casters \$8.00 per month
- Locks \$3.00 per collection
- Gates \$3.00 per collection
- Restart fee for non-payment \$35.00

C. ROLL OFF BINS:

- (i) All Roll Off Bins, regardless of size, will be transported to the Landfill for \$255.00 per load, which includes two (2) tons for disposal. Additional tonnage in excess of two (2), or any portion thereof, will be charged at a rate of \$28.00 per ton;
- (ii) Delivery and Exchange and Relocation fee: \$ 89.00;
- (iii) Daily Container Rental \$3.86 per day; and
- (iv) Washing Fee for Compactors \$150.00 per occurrence.

Trips made to service containers wherein the customer has not properly prepared the load for transport - \$75.00 per trip.

D. COMPACTORS:

1. Compactor Rates

- (i) 6 Cubic Yard \$25.00 per empty Compactor plus rental cost; and

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- (ii) 8 Cubic Yard \$30.00 per empty Compactor plus rental cost (applicable only to 8 cubic yard front load compactors existing in the City as of the date of this Agreement).

Compactor fees, where the client does not own their own equipment, will be negotiated with each client, as size, installation and optional equipment will vary.

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SCHEDULE "B"

Services to be provided to the City Facilities at no charge.

DUMPSTERS – Number of pickups may vary seasonally.

NAME	LOCATION	SIZE	RECYCLING	PICKUP
City Hall	206 N. Murphy Road	6 cu yd	95 gallon recycling cart	1x wk
Police & Court Bldg	206 N. Murphy Road	6 cu yd	95 gallon recycling cart	1x wk
Fire Station	206 N. Murphy Road	6 cu yd	95 gallon recycling cart	1x wk
Public Works Building	206 N. Murphy Road	6 cu yd	95 gallon recycling cart	1x wk
City's Pump Station (two bins)	600 Hawthorne Drive	6 cu yd	95 gallon recycling cart	1x wk

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SCHEDULE "C"

SOP

Weekly collection routine

Garbage is to be bagged by the resident prior to placing this material into the Poly Cart that is provided for this material. This will insure that the container remains clean and odor free. Non-putrescible materials can be placed into the cart unbagged.

On collection day, it is the goal of this program to contain all putrescible material (garbage) in bags within the confines of the Poly Cart(s) provided. Acceptable materials that would be outside of the cart on collection day would be defined as Trash (non-putrescible) or Bulk or Brush. There may be instances where the resident has some bags outside of the cart. When this occurs on an irregular basis, the Contractor will collect these bags of putrescible material along with the Trash, the Bulk and the Brush. If the Contractor becomes aware of a repetitive pattern of additional setout at a home, the Contractor will notify the City of the need for an additional Poly Cart for that home. The City will make a good faith effort to contact the resident to make them aware that garbage (putrescible materials) is not to be placed outside of a Poly Cart on a regular basis, and to inform the resident that a second cart will be made available for a small monthly fee.

All materials segregated by the resident for Recycling shall be placed inside of the Cart provided for this purpose. No materials outside of such cart will be collected by the Recycling crew – the solid waste collection crew will collect these materials.

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SCHEDULE "D"
Recycling Rebate Example

Recycling Pounds per Home Stats for 2007

Yearly Tons	675	
Yearly Pounds	1,350,000	
Monthly Pounds	112,500	
House Count	4,671	average
Pounds per Home	24.08	average

**Rebate payment begins after 10% improvement per home
from the beginning baseline point of 24.08**

The following table is an example
of the rebate calculation monthly

House Count	Total tons/month	BASELINE		% increase	rebate @ \$14/ton
		lbs/month	lbs/home		
4671	56.3	112500	24.08	0	\$ -
5600	75.6	151200	27.00	12%	\$ 270.90
6600	89.1	178200	27.00	12%	\$ 459.90
7000	112.0	224000	32.00	33%	\$ 780.50
6600	85.8	171600	26.00	8%	\$ -
5600	98.0	196000	35.00	45%	\$ 584.50
4671	93.4	186840	40.00	66%	\$ 520.38
6500	78.3	156520	24.08	0%	\$ -

- 1) determine the amount of recyclable pounds per home per month
- 2) if the amount of increase meets or exceeds a 10% increase of the baseline amount:
subtract the baseline total tonnage amount from the new Total Tons per month
- 3) multiply this number times the rebate per ton amount

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Issue

Consider and/or act upon hours of operation, membership rates, room rental rates, room reservation policy, alcohol use liability agreement and catering policy for the Murphy Community Center.

Background

The old city hall/school building renovation is a 2008 Bond project approved by the voters. In January 2010, Murphy was awarded a \$750,000 indoor recreation grant from Texas Parks and Wildlife Department for the renovation of the building to become the Murphy Community Center. Grand opening is scheduled for Saturday, March 3, 2012.

In addition to the Murphy Community Center coming online, the Recreation Department manages the Murphy Activity Center, Recreation Programming (classes), Parks, Recreation and Room Rentals and Reservations and Community Events. For January 2011 - January 2012, Recreation staff, to date, has coordinated over 4,300 reservations.

At the October 4, 2011, City Council meeting, hours of operation, membership rates, room rental rates, room reservation policy, and alcohol use liability agreement and catering policy for the Murphy Community Center were discussed. Council requested some edits to the proposed rates. Staff included the increased non-resident membership rate, a resident day pass, a resident family rate and alcohol and catering policies for consideration.

At the November 15, 2011, City Council meeting, clarifications and edits to the alcohol policy, catering policy, and room reservation policy and rental fee sheet were discussed and requested. Staff has made the requested edits.

Hours of Operation

Murphy Community Center operating hours were discussed at two City Council work sessions in the summer as a starting point for staff consideration and final City Council approval.

After detailed staff consideration with funding as approved for FY 2011-2012, Murphy Community Center hours for City Council consideration and action are:

Recommended Operating Hours

9:00 a.m. – 8:00 p.m. *Monday-Thursday*

Fridays – closed

10:00 a.m. – 4:00 p.m. *Saturdays*

Sunday - closed

Recommended After Hour Rentals

Minimum of 2 hours, one staff member is present

5:00 p.m. – 10:00 p.m. *Saturday*

Based on staff experience and current scheduling in the recreation field, Fridays are one of the slowest days during the work week in reference to classes being offered and rentals. With Murphy Recreation and Community Center staff limitations and to ensure the building is covered with at least two part time/and or full time staff members at all times, staff recommends closing on Fridays and Sundays.

Membership Rates

Staff recommends Memberships for the Community Center with pricing based on resident vs. non-resident. This membership would include use of the gym, game/teen area and lounge and rentals.

Staff has included two options for consideration.

- One option charges a membership fee for residents and non-residents.
- The second option requires a membership for all users, however only charges non-residents a membership fee.

Room Rental Rates

The recommended room rental rates are priced based on resident vs. non-resident. The rate spreadsheet is included for consideration and details the room capacity as well as deposit and set up fees.

Room Reservation Policy

The recommended Room Reservation Policy is attached for consideration and includes reservation procedures and rental/use rules and regulations.

Alcohol Use Liability Agreement

Staff recommends the attached Murphy Community Center and Activity Center Alcohol Use Liability Agreement. After much research and consideration of the venue size, staff proposes to not require a liability Insurance policy for parties that may serve alcohol. For functions involving up to 50 individuals, the applicant is responsible for providing two off duty Murphy Police Department officers, or other police officers as approved by the Chief of Police, to ensure safety and security. For functions of more than 50 individuals though, the applicant is responsible for providing three off duty Murphy Police Department officers, or other police officers as approved by the Chief of Police, to ensure safety and security. The banquet seating capacity for our largest available room is 120 persons. However, if the City were to rent out the entire facility for a function, we could consider requiring a special event insurance policy.

Catering Policy

Staff recommends the attached Murphy Community Center and Activity Center Catering Policy. The proposed policy allows any caterer/food establishment that holds an active city Health Permit to serve food. However, food must arrive ready to serve as there are no food prep facilities.

Staff Recommendation

Motion to approve the proposed hours of operation, membership rates, room rental rates, room reservation policy, alcohol use liability agreement and catering policy for the Murphy Community Center.

Attachments

Alcohol Liability Policy

Catering Policy

Room Reservation Policy

MCC - MAC Rental Pricing

Membership Fees - Option 1

Membership Fees - Option 2

MCC Staff and Facility Hours, remainder of FY 2011-2012

MCC Staff and Facility Hours, Projected FY 2012-2013

Alcohol Use Liability Agreement City of Murphy

If alcoholic beverages are to be sold, served and/or consumed at _____ (the "Facility") during the period of this rental agreement or facility use permit (the "Agreement"), the Lessee identified hereinbelow agrees to the following:

1. The Lessee shall pay a fee of \$50.00 in advance for an alcohol use permit to serve alcoholic beverages at the event (alcoholic beverages shall be limited to beer and wine only, and shall not include hard liquor, "spirits," mixed-beverages, or "margarita-machine" or other similar alcoholic beverages). If alcoholic beverages are to be sold at the event, Lessee must pay a fee of \$100.00 in advance for an alcohol use permit to sell alcoholic beverages at the event (alcoholic beverages shall be limited to beer and wine only, and shall not include hard liquor, "spirits," mixed-beverages, or "margarita-machine" or other similar alcoholic beverages). Alcoholic beverages shall be considered to be "sold" under the following circumstances: a) if a fee is charged for the serving of an alcoholic beverage; and/or b) if the Lessee charges a cover charge or other admission fee or donation for the event and alcoholic beverages are then provided to patrons at no additional cost.
2. Alcoholic beverages may be consumed only inside the authorized portions of the Facility and only during the permitted event.
3. Lessee fully guarantees, represents and shall be totally responsible, that the sale, serving and/or consuming of alcoholic beverages at the event shall comply with the laws of the State of Texas and the rules and regulations of the Texas Alcoholic Beverage Commission ("TABC"), including, without limitation, ensuring that no alcoholic beverages are dispensed to minors. The Lessee also fully guarantees that the responsible party providing, selling and/or serving alcoholic beverages, is licensed by the Texas Alcoholic Beverage Commission ("TABC").
4. At events where there are up to fifty (50) patrons and alcohol is being served or sold, the Lessee shall be responsible, at its sole cost and expense, for providing two (2) uniformed, off-duty MPD officers or other police officers as approved by the Chief of Police, to ensure safety and security. Notwithstanding the foregoing, for events that are not open to the public and admission is based on invitation only ("private events"), the City Manager may issue a security exemption after determining there is no necessity for the provision of security services. At events where there are more than fifty (50) patrons and alcohol is being served or sold, the Lessee shall be responsible, at its sole cost and expense, for providing three (3) uniformed, off-duty MPD officers or other police officers as approved by the Chief of Police, to ensure safety and security.
5. Alcoholic beverages may only be served in plastic or paper cups and/or cans. No glasses or glass bottles shall be permitted.
6. If alcoholic beverages are to be sold at the event, the sale of alcoholic beverages must be in conjunction with a City-sponsored or City-approved community, civic, or charitable event.
7. An event may not run or continue for more than three (3) consecutive days.
8. Lessee undertakes and agrees to save, keep and hold harmless, the City of Murphy, its employees, agents, officers, officials, Mayor and City Council Members, City Board, Commission and Committee Members, of and from any and all losses, costs, expenses and damages (including

without limitation attorney's fees and costs), and from any and all claims, actions, demands, damages or liability by or to the public, employees of Lessee, or others, on account of or occasioned by, negligently or otherwise, by any activity pertaining to the lease of the Facility (including the sale, serving or consumption of alcohol), or by any act or omission, negligently or otherwise, of Lessee or of any patrons of Lessee when on, or when about to enter, or when just leaving the Facility, herein leased to Lessee on the following dates:_____.

9. If the event is expected to involve more than 250 patrons, the Lessee must provide the City of Murphy with Commercial General Liability insurance coverage written on an occurrence basis and with a combined single limit of not less than \$1,000,000 to cover the event. Such insurance shall include coverage for Broad Form Contractual Liability, Broad Form Property Damage and Personal Injury Liability, Premises/Operations, Explosion, Independent Contractor Liability, and Hostile Fire Liability. Lessee shall name the City as an additional insured on such liability insurance. In addition, Lessee shall have the liability insurance policy endorsed to provide that the insurance shall waive (i) any right of recovery which the insurer may have or acquire against the City of Murphy, its employees, agents, officers, officials, Mayor, City Council Members, City Board, Commission and Committee Members, for payment under such policies and (ii) any right of subrogation which the insurer may have or acquire for payments to any person who asserts a claim against the City of Murphy, its Mayor, City Council members, its officers, officials, employees or agents by any person or entity to or for whom the insurer pays monies or other benefits. The policy and/or certificate of insurance must be provided to the City prior to occupying the Facility.

By: _____
Lessee's Signature

_____ Date

(Print or type Lessee's name)

Approved by: _____
Facility Manager

_____ Date

December 14, 2011

Catering Policy

1. If the event is catered, the caterer* must possess a valid health permit through the City of Murphy and provide copies of their license 14 days prior to the rental.
2. Out-of-area caterers* are required to provide proof of the health permit license from the City where the food establishment is based.
3. The kitchenette in the Murphy Community Center and Activity Center is not equipped with a stove or oven and that all cooking and food preparation must be done off sight for all parties and events. The kitchenette area has a sink, microwave and refrigerator.
4. The center does not furnish any utensil, plates, cups, serving dishes, tablecloths, trash bags, or other equipment. The caterer must bring their own kitchen and serving equipment.
5. All equipment, supplies and trash must be removed at the end of their reservation time period and the kitchenette returned to its original condition. The Recreation Department will not store nor be held responsible for any property and equipment left after the conclusion of a reservation.

*City of Murphy defines caterer as an individual who is properly insured, works in a licensed commercial kitchen, who are trained and skilled in preparing and serving a variety of foods to groups of guests.

1. The Murphy Community Center and Murphy Activity Center accepts reservations in-person on a first come, first serve basis at the Murphy Community Center. Each applicant must provide payment in full by check or credit card with a signed contract.
2. Reservations may be made up to 90 days in advance; and at least two weeks prior to the requested date.
3. Time limit for reservation needs to include decorating and clean-up, so another group could be scheduled afterwards.
4. Reservations are available to residents and non-residents.
5. The Murphy Community Center staff will process a \$100 refundable clean-up/damage deposit on all reservations.
6. The Murphy Community Center staff will process an administrative fee for reservations made for all Scout Troops or non-profit groups who serve Murphy. Administrative fees are non-refundable.
7. The Murphy Community Center staff will process a \$25 administrative fee for all other room reservations in the Murphy Community Center or the Murphy Activity Center. Administrative fees are non-refundable.
8. Reservation parties are responsible for removing all equipment, supplies, and trash at the end of their reservation time frame. The Murphy Community Center or Murphy Activity Center will not store nor be held responsible for any property left after the conclusion of the reservation. Please report any maintenance issues or hazards to Facilities Division at 972.468.4024. Please leave the area clean. If the Murphy Community Center or Murphy Activity Center reserved area, tables, chairs and fixtures are found in a neat and orderly state and in the condition it was rented in, a full refund of the \$100 clean-up/damage deposit will be issued.
9. City sponsored meetings, events and recreational classes will take precedence. The Murphy Community Center or Murphy Activity Center has the right to cancel, move or reschedule a reservation at any time. This shall include the right to terminate a reservation during the activity if conditions so warrant.
10. Room reservation rules and regulations are provided at the time of the reservation.
11. All guest and children must stay in the room stated above during their reservation. Guests are allowed to tour the facility but can not use the facility or any equipment during the reservation time. If any guests are interested in a tour of the facility they may do so after the reservation is complete.
12. Admission charges or the solicitation of funds in conjunction with a reservation requires the approval of the Park and Recreation Board. The sale of merchandise, food, or beverages requires the approval of the Parks and Recreation Board at least 60 days prior to the event.
13. The activity must be under the direct supervision of the person making the reservation.
14. Organizations must provide a minimum of two adult chaperons for youth functions of 15 - 30 persons. One additional chaperon must be provided for each additional 10 persons. Chaperons must be present before the reservation begins and must remain throughout the entire function. The parent signing the contract for youth functions must be present throughout the entire reservation.
15. Organizations reserving the center must comply with all applicable facility rules and regulations as well as all City, State, and Federal laws, ordinances, and policies.
16. Organizations will be held accountable for the actions of their members during the reservation.
17. Organizations reserving the center shall be responsible for all damages to the facility and/or equipment which occur as a result of the reservation.
18. Excessively loud entertainment, as determined by staff, shall not be permitted.
19. The center does not furnish any utensil, plates, cups, serving dishes, tablecloths, trash bags, or other equipment. Rental group must bring their own kitchen and serving equipment.
20. Groups must remove all equipment, supplies and trash at the end of their reservation time period. The Recreation Department will not store nor be held responsible for any property and equipment left after the conclusion of a reservation.
21. Food and beverage may be consumed in designated areas only. Please see Catering Policy and Alcohol Use Liability Agreement for more information.
22. Nails, thumb-tacks, etc. must not be used to attach decorations to the structure or to the furnishing. Decorations may be used on the tables only.
23. The number of persons meeting in the reserved room shall not exceed the maximum number permitted in that room according to fire code regulations.
24. Tobacco products and firearms are not permitted anywhere in the center. Alcoholic beverages are not permitted in the parking lot or on park property.
25. The Murphy Community Center and The Murphy Activity Center are not liable for any interruptions caused by power failures, emergency situations, or heat/air conditioning failures during reservation time.
26. The Murphy Community Center and the Murphy Activity Center reserves the right to cancel a reservation at any time. This shall include the right to terminate a reservation during the activity if conditions so warrant.
27. Failure to comply with these policies will result in the denial of any subsequent use of the center.
28. An alcohol permit fee of \$50.00 will be charged if lessee wants to serve alcohol (beer and wine only, no hard liquor or margarita machines) during time of room rental. In addition to the permit fee, lessee must secure the services of off-duty

Murphy Police Officers or other officers as approved by the Chief of Police, for the duration of the event, at his/her own expense. Alcohol Use Liability Agreement must be completed and turned in with fees. Alcohol Permit must be purchased and presented within 14 business days of the reservation date. Drinks must be served in paper, plastic or aluminum containers. No glass permitted. If alcohol will be sold at the event, the cost of the alcohol permit will be \$100.00 and two or three off-duty Murphy Police officers, or other officers as approved by the Chief of Police, are required.

Pavilion Rentals: Renting a pavilion puts you at risk with unpredictable weather. If it should rain, snow, sleet, threat of Tornado, etc. you can reschedule your reservation, but not until after your current date reserved. If you do not want to reschedule, a full refund will be issued for these unpredictable situations. **Renting the pavilion does not permit you access to an inside facility if bad weather should occur on your rental date.**

Cancellation Policy: The Murphy Community Center and The Murphy Activity Center will issue refunds under the following guidelines.

No refunds will be issued if rental is cancelled with notification less than five (5) working days before the date stated on the Rental Agreement, rental fee will be kept and deposit will be returned.

Partial Refunds will be issued if rental is cancelled regardless of reason with notification of five (5) or more working days before the date stated on the Rental Agreement.

Amendments Policy: **Amendments (date change, time extension, time subtraction, etc.) to the Rental Agreement must be made in person at the Murphy Community Center at least five (5) working days prior to the date stated on the Rental Agreement.**

Murphy Community Center
Proposed Rental Rates

	Room Size	Standing Capacity	Meeting Capacity	Banquet Capacity	Hourly Rate Residents	Hourly Rate Non-Residents	After Hours Residents	After Hours Non-Residents	Refundable Deposit	Non-Refundable Administrative Fee
Multipurpose w/ Kitchen (117)	518 ft	49	49	35	\$20.00	\$40.00	\$40.00	\$60.00	\$100.00	\$25.00
Multipurpose arts/crafts (118)	579 ft	49	49	39	\$20.00	\$40.00	\$40.00	\$60.00	\$100.00	\$25.00
Both multipurpose Rooms	1097 ft	219	156	74	\$40.00	\$60.00	\$60.00	\$80.00	\$100.00	\$25.00
Gymnasium	1,712 ft	342	244	114	\$50.00	\$70.00	\$75.00	\$100.00	\$100.00	\$25.00
Murphy Activity Center	3,040 ft	291	160	120	\$75.00	\$100.00	\$100.00	\$150.00	\$100.00	\$25.00

Scout Troops and Non-Profits Serving Murphy

Proposed Administrative Fees

	MultPurp 117	MultPurp 118	Small Meeting	Both MP 117&118	Gymnasium	MAC	Refundable Deposit
Scout Troops/Non-Profit (Serving Murphy)	\$10.00/day	\$10.00/day	\$10.00/day	\$20.00/day	\$50.00/day	\$50.00/day	\$100.00

Scout Troops and Non-profit Groups Serving Murphy

Staff proposes a fee for Scouts and Non-profit groups to reserve space at the facility starting at \$10.00/day. See chart above for specific details.

- Same as all rentals, reservations can be made up to 90 days in advance.
- All reservations must be made at least two weeks prior to the reservation date.
- Scout and non profit reservations will utilize the most appropriate sized room for the size of the group.
- Current deposit requirements remain.
- Scout Troops and Non-profit groups must serve Murphy in order to receive the Scout Troop or Non-profit group rate.

OPTION ONE
STAFF PROPOSED ANNUAL MEMBERSHIP CONSIDERATIONS
(Includes rentals and use of the gym, game/teen area, and lounge)

- Staff recommends separating the rental fees based on a Community Center member and nonmembers price scale. Membership pricing is based on resident vs. non-resident.

Youth Resident (up to age 15) \$10.00	Youth Non-Resident (up to age 15) \$20.00
Adult Resident (16 and older) \$25.00	Adult Non-Resident (16 and older) \$50.00
Senior Resident (50 and older) \$10.00	Senior Non-Resident (50 and older) \$20.00
Family Resident (4 or more in one household) \$70.00	Family Non-Resident N/A
Day Pass Resident \$5.00	Day Pass Non-Resident N/A

RECREATION PROGRAMMING FEES (CLASSES) PRICING FOR CONSIDERATION

- Currently program fees are one price for both Murphy residents and non-residents.
- Staff recommends the recreational program fees (classes) to be based on a member vs. non member pricing scale.

MEMBERSHIP RATES AND SUPPORT:

Regardless of charging an annual membership fee for residents, memberships will be required to use the Murphy Community Center.

Facility memberships act as a way to track overall facility usage.

Facility memberships act as a way to track facility usage of Murphy residents and non-residents.

Facility memberships are a way to monitor that young children (age 12 and younger) are not left unsupervised in the Community Center.

A membership database allows for emergency contact information to be kept on file for all members.

A membership database allows for waivers to be kept on file for each person who participates in activities and uses the facility.

December 14, 2011

OPTION TWO
STAFF PROPOSED ANNUAL MEMBERSHIP CONSIDERATIONS
(Includes rentals and use of the gym, game/teen area, and lounge)

- Staff recommends membership pricing is based on resident vs. non-resident.

Youth Resident (up to age 15) \$0	Youth Non-Resident (up to age 15) \$20.00
Adult Resident (16 and older) \$0	Adult Non-Resident (16 and older) \$50.00
Senior Resident (50 and older) \$0	Senior Non-Resident (50 and older) \$20.00
Family Resident (4 or more in one household) \$0	Family Non-Resident N/A
Day Pass Resident \$0	Day Pass Non-Resident \$5.00

RECREATION PROGRAMMING FEES (CLASSES) PRICING FOR CONSIDERATION

- Currently program fees are one price for both Murphy residents and non-residents.
- Staff recommends the recreational program fees (classes) to be based on a resident vs. nonresident pricing scale.

MEMBERSHIP RATES AND SUPPORT:

Regardless of charging an annual membership fee for residents, memberships will be required to use the Murphy Community Center.

Facility memberships act as a way to track overall facility usage.

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Facility memberships are a way to monitor that young children (age 12 and younger) are not left unsupervised in the Community Center.

A membership database allows for emergency contact information to be kept on file for all members.

A membership database allows for waivers to be kept on file for each person who participates in activities and uses the facility.

December 14, 2011

Staff Proposed MCC Facility Hours

2/1/2012-
9/30/2012

	Facility Hours	Staff Hours	# of Staff	# shifts	Hrs used	# Weeks	2 Full Time Staff	
Monday	9am-8pm	9am-2pm		1	1	5	36	
		2pm-8:15pm		1	1	6.25	36	8am-5pm
		5pm-8:15pm		1	1	3.25	36	
Tuesday	9am-8pm	9am-2pm		1	1	5	36	
		2pm-8:15pm		1	1	6.25	36	8am-5pm
		5pm-8:15pm		1	1	3.25	36	
Wednesday	9am-8pm	9am-2pm		1	1	5	36	
		2pm-8:15pm		1	1	6.25	36	8am-5pm
		5pm-8:15pm		1	1	3.25	36	
Thursday	9am-8pm	9am-2pm		1	1	5	36	
		2pm-8:15pm		1	1	6.25	36	8am-5pm
		5pm-8:15pm		1	1	3.25	36	
Friday				CLOSED			8am-5pm	
Friday				CLOSED				
Saturday	10am-4pm	9:45am-4:15pm		2	2	6.5	36	
Saturday***	4pm - 10pm	4pm-10:15pm		2	2	6.25	36	
Sunday				CLOSED				
Totals				16	16	70.75	N/A	

Special Events and Miscellaneous

Total

Moonlight Movies	7pm-11pm	7pm-11pm		2	2	4	3	24
Picnic by the Pond	6pm-10pm	6pm-10pm		2	2	4	3	24
Maize Days	10am-8:30pm	10am-8:30pm		4	4	10.5	1	42
<i>Current PT Staff</i>	<i>8am-2pm (10/1/11-1/31/12)</i>			<i>1</i>	<i>3</i>	<i>19</i>	<i>17</i>	<i>N/A</i>
								90

Actual Budgeted Funds for 2/1/2012 - 9/30/2012

\$42,000.00

Hours used per week includes 15mins for the closing the building per shift.

There is no overlap in shifts accounted for with these totals.

*** After Hour Rental

Total Part-time Staff Hours needed to cover building per week

70.75

Current Part time Staff hours @ \$12/hour

-19

Hours per week that need to be covered by new PT staff @ \$10.75/hour

51.75

Part time Staff Budget for 2/1/2012-9/30/2012

\$42,000.00

Current PT Staff \$11,856.00 (paid at \$12.00/hour for 19 hours per week for 52 weeks)

New PT Staff \$20,027.25 (paid between \$9.50/hr, but no more than \$12/hr for 51.75 hrs per week for 36 weeks calculated using the average of \$10.75/hr)

Special Events \$967.75

Total \$32,851.00

Budgeted Funds for FY 2012 (2/1/2012-9/30/2012)

\$42,000.00

Projected Total Cost for Part-time Staff

\$32,851.00

Remaining Funds for FY 2011-2012

\$9,149.00

Projected Staffing hours for FY 2012-2013

	Facility Hours	Staff Hours	# of Staff	# shifts	Hrs used	# Weeks	2 Full Time Staff
Monday	9am-8pm	9am-2pm	1	1	5	52	
		2pm-8:15pm	1	1	6.25	52	8am-5pm
		5pm-8:15pm	1	1	3.25	52	
Tuesday	9am-8pm	9am-2pm	1	1	5	52	
		2pm-8:15pm	1	1	6.25	52	8am-5pm
		5pm-8:15pm	1	1	3.25	52	
Wednesday	9am-8pm	9am-2pm	1	1	5	52	
		2pm-8:15pm	1	1	6.25	52	8am-5pm
		5pm-8:15pm	1	1	3.25	52	
Thursday	9am-8pm	9am-2pm	1	1	5	52	
		2pm-8:15pm	1	1	6.25	52	8am-5pm
		5pm-8:15pm	1	1	3.25	52	
Friday							
Friday							8am-5pm
Saturday	10am-4pm	9:45am-4:15pm	2	2	6.5	36	
Saturday***	4pm - 10pm	4pm-10:15pm	2	2	6.25	36	
Sunday							
Totals			16	16	70.75	N/A	

Special Events		# of Staff	# shifts	Hrs used	# Weeks	Total
Moonlight Movies	7pm-11pm	2	2	4	3	24
Picnic by the Pond	6pm-10pm	2	2	4	3	24
Christmas in the Park	4pm-9pm	4	4	5	1	20
Halloween Party	3pm-10pm	4	4	7	1	28
Maize Days	10am-8:30pm	4	4	10.5	1	42
						138

Hours used per week includes 15mins for the closing the building per shift.

There is no overlap in shifts accounted for with these totals.

*** After Hour Rental

Total Part-time Staff Hours needed to cover building per week	70.75
Current Part time Staff hours @ \$12/hour	-19
Hours per week that need to be covered by new PT staff @ \$10.75/hour	51.75

Current PT Staff	\$11,856.00	(paid at \$12.00/hour for 19 hours per week for 52 weeks)
New PT Staff	\$28,928.25	(paid at least \$9.50/hr, but no more than \$12/hr for 51.75 hrs per wk. 52 wks calculated using the avg of \$10.75/hr)
Special Events	\$1,483.50	(paid at \$10.75/hour for 138 hours)
Total	\$42,267.75	

Issue

Consider and/or act upon approval of Board and Commission descriptions.

Background

The attached descriptions were distributed to the Council review committee on December 9, 2011.

The proposed descriptions are composed of information taken directly from the documents which established each board. Staff's proposal is to incorporate these descriptions into the Governance Policy after section 2-611, Staff and Council Relations with Boards, Commissions, and Committees; as section 2-612. An introductory paragraph would also be added to section 2-601 explaining that the Governance Policy also applies to boards and commissions.

Staff Recommendation

Motion to approve Board and Commission descriptions.

Attachments

Draft Board Descriptions
Governance Policy

City of Murphy
Boards, Commissions, and Committees

Board	Animal Shelter Advisory Committee
Established	Established by Ordinance No. 09-02-786
Duties/Description	The animal shelter advisory committee shall be limited to the following tasks and responsibilities: 1)The animal shelter advisory committee shall meet to discuss ideas that will help ensure that the animal shelter is in compliance with the state department of health rules pertaining to animal shelters; 2)The animal shelter advisory committee shall meet to make recommendations, for the betterment of the community, concerning operations, policies, procedures, new programs, and the improvement of existing programs.
Composition/Terms	This committee is composed of one licensed veterinarian, one municipal official, one person whose duties include the daily operation of the animal shelter and is employed by the city as an Animal Control Officer, one representative from an animal welfare organization, and two citizens. Committee members shall be appointed for two-year staggered terms except that two members are initially appointed for a three-year term. The City Council shall consider all appointments for vacant positions except for the animal control officer. The City Council shall appoint the Chair to serve a one year term.
Meeting Schedule	Shall meet at least 3 times per year TBD.
Staff	The staff liaison is Kim Parker, Support Services Manager. The staff liaison will facilitate the meetings, provide the committee with necessary information to make informed recommendations, and advise the committee on operations, policies, procedures, and programs related to the Animal Shelter. The staff liaison will work with the chair to set the meeting agenda.
Contact	Kim Parker, 972-468-4235, kparker@murphytx.org
Board	Board of Adjustment
Established	Established by City Charter, Article IX, Section 9.05
Duties/Description	The Board of Adjustments is a quasi-judicial body that hears citizen requests for variances to the Comprehensive Zoning Ordinance and appeals of interpretations of the Building Official.
Composition/Terms	The board shall consist of seven qualified city voters appointed by the City Council to staggered two-year terms. Up to four additional alternate members may be appointed by City Council.
Meeting Schedule	This board will meet quarterly as needed.
Staff	The staff liaison is Kristen Roberts, Director of Community Development. The staff liaison will facilitate the meetings, communicate with the requestor, provide the board with necessary information to make informed decisions, and advise the board on current regulations and procedures related to the Comprehensive Zoning Ordinance. The staff liaison will work with the chair to set the meeting agenda.
Contact	Kristen Roberts, 972-468-4006, kroberts@murphytx.org

City of Murphy
Boards, Commissions, and Committees

Board	Building and Fire Code Appeals Board
Established	Established by Ordinance No. 05-06-690
Duties/Description	The Building and Fire Code Appeals Board has the power to hear and decide appeals of orders, decisions or determinations made by the Building Official or Fire Official relative to the application and interpretation of the International Building Code, International Residential Code, International Mechanical Code, International Plumbing Code, International Energy Code, International Gas Code, International Fire Code, International Property Maintenance Code and National Electrical Code.
Composition/Terms	<p>The Building and Fire Code Appeals Board shall consist of five qualified members appointed by the City Council in alternate years for two-year terms. It is recommended that the Board shall consist of individuals from the following professions/disciplines and all members shall be a qualified voter of the city.</p> <ul style="list-style-type: none"> • Registered design professional with architectural experience or a builder or superintendent of building construction. • Registered design professional with structural engineering experience or a builder or superintendent of building construction. • Registered design professional with mechanical and plumbing engineering experience or a mechanical/plumbing contractor. • Registered design professional with electrical engineering experience or an electrical contractor. • Registered design professional with fire protection engineering experience or a fire protection contractor or state Fire Commission certified fire personnel.
Meeting Schedule	This board meets as needed and scheduled in accordance with requests for appeals.
Staff	The staff liaisons for this board are David Young, Building Official; and Mark Lee, Fire Chief. The Building Official and Fire Chief shall serve as ex-officio members but shall have no vote on any matter before the board. The staff liaison will facilitate the meetings, communicate with the requestor, provide the board with necessary information to make informed decisions, and advise the board on current regulations and procedures related to building and fire codes. The staff liaison will work with the chair to set the meeting agenda.
Contact	David Young, 972/468-4026, dyoung@murphytx.org; Mark Lee, 972-468-4303, mlee@murphytx.org
Board	Murphy Community Development Corporation
Established	Established by Special Election held May 3, 2003
Duties/Description	This board makes recommendations and approves the allocation of funding for specific types of projects that promote community enhancements such as parks, related open space improvements, and community development that benefit and enhance the city.
Composition/Terms	This board shall consist of seven qualified city voters appointed by the City Council for a two year staggered terms.
Meeting Schedule	This board meets as needed.
Staff	The staff liaison is Kristen Roberts, Director of Community Development. The staff liaison will facilitate the meetings, provide the board with necessary information to make informed recommendations, and advise the board on operations, policies, procedures, programs, and funding related to funded projects.
Contact	Kristen Roberts, 972-468-4006, kroberts@murphytx.org

City of Murphy
Boards, Commissions, and Committees

Board	Murphy Municipal Development District Corporation
Established	Established by a Special Election held November 8, 2011
Duties/Description	
Composition/Terms	
Meeting Schedule	
Staff	The staff liaison is James Fisher, City Manager
Contact	James Fisher, 972-468-4007, jfisher@murphytx.org
Board	Parks and Recreation Board
Established	Established by Ordinance No. 07-12-744
Duties/Description	This board shall act in an advisory capacity to the city staff and the City Council in all matters pertaining to parks and recreation, shall acquaint itself with and make a continuous study and review of the complete parks and recreation services of the city; and shall advise the staff and City Council from time to time as to the present and future maintenance, operation, planning, acquisition, development, enlargement and use of policies of the city park and recreation services.
Composition/Terms	This board shall consist of seven qualified city voters appointed by the City Council for a two year staggered terms.
Meeting Schedule	This board meets on the second Tuesday of each month at 6:30 p.m. in City Hall.
Staff	The staff liaison is Kim Lenoir, Director of Parks & Public Works. The staff liaison will facilitate the meetings, provide the board with necessary information to make informed recommendations, and advise the board on operations, policies, procedures, and programs related to parks and recreation. The staff liaison will work with the chair to set the meeting agenda.
Contact	Kim Lenoir, 972-468-4068, klenoir@murphytx.org
Board	Planning and Zoning Commission
Established	Established by City Charter, Article IX
Duties/Description	The Planning and Zoning Commission shall act as an advisory board to the City Council making recommendations pertaining to planning and zoning and the Comprehensive Plan. The commission is responsible for reviewing plats, site plans, landscape plans, and zoning requests and to make recommendations to City Council for their final approval.
Composition/Terms	This board shall consist of seven qualified city voters appointed by the City Council for a two year staggered terms.
Meeting Schedule	This board meets the fourth Monday of each month at 6:00 p.m. in City Hall.
Staff	The staff liaison is Kristen Roberts, Director of Community Development. The staff liaison will facilitate the meetings, communicate with applicants, provide the board with necessary information to make informed decisions, and advise the board on current regulations and procedures related to the Comprehensive Zoning Ordinance, Comprehensive Plan, and other development issues. The staff liaison will work with the chair to set the meeting agenda.
Contact	Kristen Roberts, 972-468-4006, kroberts@murphytx.org

ORDINANCE NO. 10-11-862

AN ORDINANCE OF THE CITY OF MURPHY, TEXAS, AMENDING CHAPTER 2 OF THE CITY OF MURPHY'S CODE OF ORDINANCES, TO ESTABLISH A CITY COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE FOR CONDUCTING CITY COUNCIL MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE, PROPER NOTICE AND MEETING; SEVERABILITY CLAUSE AND REPEALER CLAUSE.

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

SECTION 1. RECITALS

The City Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City Council hereby incorporates such recitals as part of this Ordinance.

SECTION 2. ADOPTION OF GOVERNANCE POLICY AND RULES OF PROCEDURE

Chapter 2, Administration, of the Code of Ordinances of the City of Murphy is hereby amended by adding a new Article X, Governance Policy and Rules of Procedure:

Article X, Governance Policy and Rules of Procedure attached hereto as Exhibit "A" and incorporated herein for all purposes is hereby enacted.

SECTION 3. Effective Date

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 4. Proper Notice and Meeting

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code and as required by Chapter 52 of the Texas Local Government Code.

SECTION 5. Severability

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be 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 or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 6. Repealer

The provisions of this Ordinance shall be cumulative of all other ordinances, or parts of ordinances, and resolutions, or parts of resolutions governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances, or parts of ordinances, or resolutions, or parts of resolutions, inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

PASSED AND APPROVED by the City Council of the City of Murphy, Texas this 15th day of November, 2010.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Aimee Nemer, City Secretary
City of Murphy

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney
City of Murphy

Exhibit "A"
Article X

**CITY OF MURPHY
CITY COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

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**COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

SECTION 2-601. INTRODUCTION

(a) The municipal government provided by the City of Murphy's Charter, hereinafter the "Charter", shall be known as the "Council-Manager form of Government." Pursuant to its provisions, and subject only to the limitations imposed by the State Constitution, the statutes of this state, and by the Charter, all powers of the City of Murphy, hereinafter referred to as the "City", shall be vested in an elected council, hereinafter referred to as the "City Council" or "Council", which shall enact local legislation, adopt budgets, determine policies, and appoint City officials as noted in the Charter, including the City Manager, who in turn, shall be held responsible to the City Council for the execution of the laws and the administration of the government of the City. All powers of the City shall be exercised in the manner prescribed by the Charter, or if the manner is not prescribed, then in such manner as may be prescribed by ordinance, the State Constitution, or by the statutes of the State of Texas.

(b) The City Council is the governing body for the City. Therefore, it must bear the initial responsibility for the integrity of governance. Pursuant to Section 3.13 of the Charter, the Council shall determine its own rules of order and business. The Council is responsible for its own development, its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

(c) This policy addresses mayor and council relations, council and staff relations, council and city attorney, engineer and municipal judge relations, council and media relations, roles and meetings. By adopting this policy, we, as members of the city council, acknowledge our responsibility to each other, to our professional staff and to the public. This policy will be reviewed and adopted on an annual basis.

**COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

SECTION 2-602. MISSION

(a) The City of Murphy will provide for the health, welfare and safety for our citizens, neighbors and employees with a commitment to communicate and serve all with respect, dignity and courtesy, focusing on superior customer service. We will listen to our citizens and guests; address their needs; and provide a safe and appealing place to work, play and call home.

(b) In order to ensure proper discharge of duties for the improvement of democratic local government, members of the City Council will display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of Murphy and each other in their relationships.

**COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

SECTION 2-603. INFORMATION

(a) On major policy issues, the city manager shall provide briefing material to the Council in advance of council consideration of the policy alternatives. Whenever possible, the management report shall be presented as a discussion item at a regular city council meeting. The policy briefing item will be placed on the next city council meeting agenda for Council consideration or a work session will be scheduled.

(b) All Council members should have the same information with which to make decisions. When one Council member has an information request, the response will be shared with all members of the Council so that each member may be equally informed.

(c) *Staff should provide City Council with information on agenda items as far in advance of the meeting as possible. Staff should avoid giving information at the meeting on issues that will be considered during the meeting.* In order to provide the Council with timely information, please strive to submit questions on Council agenda items ahead of the meeting. City council members are encouraged to submit their questions on agenda items to the City Manager as far in advance of the meeting as possible so that staff can be prepared to respond at the Council meeting.

(d) The City Manager shall provide operational updates to the City Council informing them of the progress on projects, items of concern, city events, financial, and legal issues currently pending before the City. The update shall be by email and no less than twice a month.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION 2-604. ROLES

(a) The mayor shall preside at meetings of the Council, and shall be recognized as head of city government for all ceremonial purposes and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor may participate in the discussion of all matters coming before the Council. The mayor shall be entitled to vote as a member thereof on legislative or other matters, unless prohibited by law, and shall have no power of veto.

(b) The Council shall elect from among the council members a mayor pro tempore who shall act as mayor during the absence or disability of the mayor. The Council shall elect from among the council members a deputy mayor pro tempore who shall act as mayor pro tempore during the absence or disability of the mayor pro tempore.

(c) As head of city government for ceremonial purposes, the mayor may issue and present proclamations and recognitions, and attend other ceremonial functions on behalf of the City. Council members may initiate, through the mayor or by a majority vote of the Council, similar items of recognition. Major community events sponsored by the City shall be a policy decision of the Council.

(d) The mayor shall preserve order and decorum and shall require council members engaged in debate to limit discussion to the question under consideration.

(e) The mayor is the spokesperson for the Council on all official positions taken unless absent, at which time the mayor pro tem or the deputy mayor pro tem will assume the role.

(f) The mayor will encourage all council members to participate in Council discussion ***and make sure all positions are adequately presented before an item is brought to vote.***

(g) The mayor may appoint a subcommittee made up council members and staff to evaluate policy alternatives and to recommend policy direction to the full Council. Subcommittee reports shall be made under the standard item for such reports at work sessions and regular meetings. Council deliberation on the subcommittee recommendations shall occur at regular sessions.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION 2-605. MEETINGS

(a) **Regular Meetings** – The council shall meet regularly at such times as prescribed by Charter, but no less frequently than once each month and the regular meetings will begin at 6:00 p.m., unless postponed or canceled for valid reason(s). Regular meetings will be open to the public in accordance with the Texas Open Meetings Act.

(b) **Special Meetings** – Special meetings may be held on any day of the week to consider items that require action prior to the next regularly scheduled meeting and may be called upon the request of the mayor or city manager. Special meetings will be open to the public in accordance with the Texas Open Meetings Act.

(c) **Work sessions** – Work sessions will be held as needed and used to allow the City Council to discuss policy or budgetary items. Work sessions will be open to the public in accordance with the Texas Open Meetings Act.

(d) **Executive Sessions** – The City Council may meet in executive session in compliance with the Texas Open Meetings Act. A final action, decision or vote on a matter deliberated in an executive session will be made in an open meeting for which proper notice is provided. All discussions in executive session shall remain confidential. Executive sessions are not open to the public in accordance with the Texas Open Meetings Act.

(e) **Public Notice** – The agenda for all regular meetings, special meetings, work sessions, and executive sessions and the notice listing items to be considered shall be posted on the City's official bulletin board and web page in accordance with the Texas Open Meetings Act, at least 72 hours prior to the posted meeting.

(f) **Attendance** – Council members are expected to attend all meetings and stay in attendance during each meeting. No member shall leave a meeting without advising the presiding officer.

(g) **Punctuality and Recess** – Members of the City Council shall arrive at meetings at or before the scheduled time for the meeting to begin. At the beginning of each meeting, the chair shall announce those members absent and shall announce the arrival time of any member arriving after the beginning of any meeting. The chair may at any time, upon their own motion, or upon the request of a council member, declare a recess in the meeting. *The time limit of the recess shall be strictly followed.*

(h) **Conflict of Interest** – A Council member prevented from voting due to a conflict of interest shall leave the Dias during the debate, shall not vote on the matter, and shall otherwise comply with the state law and the Charter and ordinances concerning conflicts of interest. Any Council member filing a conflict of interest affidavit on an Executive

Session item shall not confer with staff, the city attorney, Council members or the mayor regarding that matter.

(i) City Council Members -

1) During City Council meetings and work sessions, Council members shall assist in preserving order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the rules of the City Council.

2) A Council member shall confine discussion to the question under debate, avoid the discussion of personalities and the use of inappropriate language, and refrain from personal attacks or from publicly criticizing a citizen, an individual employee or operational issue. Criticism is differentiated from questioning facts or the opinion of staff.

3) When there is more than one speaker from the floor on the same subject, Council members shall delay their comments until after all speakers on the subject have been heard.

4) The chair shall state all questions submitted for a vote and announce the result.

5) The professional staff is expected to provide its best recommendations on issues, provide information about alternatives to staff recommendations as appropriate, as well as pros and cons for recommendations and alternatives. Sometimes staff may make recommendations that may be unpopular with the public and Council members. Staff respects the role of Council as policy makers for the City and understands that Council must consider a variety of opinions and community values in their decision-making in addition to staff recommendations.

(j) Administrative Staff -

(1) Members of the administrative staff and employees of the City shall observe the same rules and decorum applicable to members of the City Council.

(2) Although the presiding officer has the authority to preserve decorum in meetings, the city manager also is responsible for the orderly conduct and decorum of all city employees under the city manager's direction and control.

(3) The city manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by city employees in meetings.

(4) All persons addressing the City Council, including the city manager shall be recognized by the presiding officer and shall limit remarks to the matter under discussion.

e) All remarks and questions addressed to the City Council shall be addressed to the City Council as a whole and not to any individual member.

(k) Citizens and Visitors -

(1) Citizens and visitors are welcome and encouraged to attend all public meetings of the City and will be admitted to the Chamber or meeting room up to the fire safety capacity of the room.

(2) Everyone attending the meeting will refrain from private conversations and turn mobile phones to vibrate while the City Council is in session.

(3) Citizens and visitors attending City Council meetings and work sessions shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the meeting or work session, shall be removed from the room if so directed by the presiding officer. The person shall be barred from further audience before the City Council during that session. If the presiding officer fails to act, any member of the Council may move to require enforcement of the rules, and the affirmative vote of a majority of the council shall require the presiding officer to act.

(4) Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the presiding officer, who may direct the removal of offenders from the room. In case the presiding officer shall fail to act, any member of the council may move to require enforcement of the rules and the affirmative vote of the majority of the council shall require the presiding officer to act.

(5) No placards, banners, or signs will be permitted in the city council chamber or in any other room in which the Council is meeting. Exhibits, displays and visual aids used in connection with presentations, however, are permitted. Video presentations requested by a citizen or visitor as visual aids will not be broadcast over any city public access cable channel.

(6) The city manager shall act as sergeant-at-arms for the City Council and shall furnish whatever assistance is needed to enforce the rules of the City Council.

(l) Agenda -

(1) The mayor and/or city manager shall set the agenda. Any council member may request an item be placed on a future agenda. The requested agenda item shall be included on a n agenda no l ater than the second regularly scheduled meeting (approximately 30 days) after receiving the request unless otherwise agreed upon by the City Council.

(2) The “Consent Agenda” consists of operational items and previously discussed items that do not require deliberation by the Council.

(3) Any Council member may remove an item from the consent agenda for separate discussion and consideration of action.

(4) Any item may be deferred or postponed to a later date by the Mayor if there is no objection. If a member of City Council objects, a majority vote of Council is required to defer or postpone the item.

(5) The city manager may remove an item from the consent agenda items by providing notice to the City Council prior to the convening of the meeting. The chair shall announce the removal of an item from the consent agenda prior to requesting a motion.

(m) Speakers –

(1) A person wishing to address the City Council must first complete an appearance card and register it with the city secretary, before addressing council. The following information must be provided on the card: name, residence address, day time telephone number, the subject matter to be addressed by providing the agenda item number. Council welcomes public comments and understands that the speaker might not have been expecting to address the council; however procedure must be followed before addressing council. Appearance cards will be available at the chamber entrance and at the public podium.

(2) Speakers must address their comments to the presiding officer rather than to individual council members or staff.

(3) Speakers must keep their remarks specific to the item being considered by the City Council. If the speaker is addressing the city council under the “public *comments*” section, the speaker may address any item not slated for discussion on the agenda.

(4) Murphy citizens will be allowed to speak before non-residents.

(5) A person who registers to speak on a public hearing item or during the public *comment* section will be called on at that time.

(6) All speakers *will have an opportunity* to address the council. *All speakers will be asked to keep comments to a reasonable amount of time as determined by the Chair, usually less than five (5) minutes, depending on the number of speakers waiting to address the City Council. A majority vote of City Council can force the Chair to end the speakers comments or allow additional time.*

(7) For called public hearings, the applicant will be allowed *a specific amount of time* to make a presentation.

(8) In accordance with the Texas Open Meetings Act, the City Council will not discuss or consider any item addressed during the public comment section. Council members shall limit their response to public comment to a statement of specific factual information

given in response to the inquiry or comment, a recitation of existing policy in response to the inquiry or comment. Any deliberation of or decision about the subject of the public inquiry or comment shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

(9) Whenever it is necessary for a speaker to use an interpreter to translate comments to the City Council, the time required for the translation will not be counted against the designated time allotted for the speaker to address the city council.

(n) Motions –

(1) The City Council may discuss an Agenda item prior to a motion being made. This allows a motion to be crafted that will incorporate the issues discussed.

(2) A motion made and seconded will be considered the main motion. Any Council member may make a motion to amend a motion. The amendment must receive a second before it may be discussed and must be voted on prior to voting on the main motion.

(3) A motion may be withdrawn or modified by its mover without asking permission until the motion is voted upon. If the mover modified the motion, the Council member who seconded the motion may withdraw the second.

(4) A motion to reconsider any action of the City Council must be made no later than prior to the conclusion of the next regularly scheduled meeting of the City Council. Such a motion may only be made by a Council member who voted with the prevailing side. The motion to reconsider may be seconded by any member. No question shall be twice reconsidered except by unanimous vote of the City Council, except that action relating to any contract may be reconsidered at any time before the final execution thereof.

(i) If a motion to reconsider is made at the same meeting at which the matter was acted upon, the motion may be heard and voted upon and the original action on the matter is set aside. Deliberation may then resume on the matter at that same meeting.

(ii) If a motion to reconsider is made at the next meeting after the matter was acted upon, the motion to reconsider may be heard and voted upon and the original action on the matter is not set aside. Deliberation may not resume on the matter, but it shall be placed on the next available agenda for deliberation.

(iii) If a motion to reconsider a zoning ordinance is made after the closing of the public hearing and action on the ordinance, the motion to reconsider may be heard and voted upon and the original action on the matter is not set aside. Deliberation may not resume on the matter until proper notice of a public hearing in accordance with State Law is provided.

(5) If any two Council members request that discussion cease during a work session, the mayor shall poll the Council to obtain a consensus to continue or cease discussion.

(o) **Suspension of Rules** – Any provision of these rules not governed by the City Charter, City Code, State or Federal law may be temporarily suspended by a majority vote of the members of the City Council present. The vote on any such suspension shall be taken by yeas and nays and entered upon the record.

(p) **Amendment of Rules** – These rules may be amended or new rules adopted, by a majority vote of the members of the City Council.

(q) **Failure to Comply** - A failure to comply with these rules does not invalidate any otherwise lawful act of the Council.

(r) **Tabling** – an item under consideration may be tabled until a later point in the meeting.

(s) **Postponement** – an item may be postponed until a future meeting, a specific future date, or until a specific outside action occurs. Items may also be postponed indefinitely, which means the item is dead and cannot be brought back before City Council unless there is a change.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

Section 2-606. ACCESS STATEMENT

The city manager is responsible to maintain physical security for all city facilities. Physical security is a balancing act between allowing appropriate access and denying access that might compromise city operations. It is the desire of the city to allow the public access to the city facilities during regular business hours, and allow council members restricted access after regular business hours.

- (a) Members of the City Council shall be issued a City photo identification card and an electronic badge access card. After regular business hours, the access badge card may be utilized to access the lobby of the Police and Fire buildings, City Hall 2nd floor lobby and the 1st floor of City Hall with the exception of the computer room and records room. A Councilmember must be accompanied by the City Manager or their designee if access to any other area after regular business hours is requested. Council members will be respectful of the demands made upon the City Manager or their designee to respond to said request.

SECTION 2-607. PUBLIC CONTACT / MEDIA RELATIONS

(a) Representative government is only successful when the citizens are kept informed and educated about the issues facing their municipality; consequently, it is imperative that the media play an important role in the council-manager-media relations. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure positive relationships with print, radio, and television reporters. The mayor, City council and the city manager recognize that the news media provide an important link between the council and the public. It is the council's desire to establish a professional working relationship to help maintain a well-informed and educated citizenry.

(b) All reporters will receive an agenda in advance and will be furnished support material needed for clarification if requested.

- (b) The City Manager or his designee is the City's official representative to the media.
- (c) The mayor or city council by a majority vote may designate an alternative media representative.

**COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

SECTION 2-608. PLANNING

The mayor and council are responsible for establishing a vision for the city of Murphy and planning for its future.

(a) On an annual basis, the mayor, City Council and the city manager shall hold a minimum of one strategic planning session wherein they set priorities, goals and objectives. The goals and objectives shall address short term and long term needs, including financial, of the City.

(b) Policy direction shall be consistent with the strategic goals and objectives. Sufficient time and consideration should be given to policy alternatives to ensure that decisions are made consistent with the long-term vision and budgetary measures.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION 2-609. COUNCIL / STAFF RELATIONS

(a) Murphy has a Council-Manager form of government. Basically, with this structure, the City Council's role is to establish City policies and priorities. The Council appoints a City Manager to implement those policies and undertake the administration of the organization. The City Manager is appointed by the City Council to enforce its laws, to direct the daily operations of city government, to prepare and monitor the annual budget, and to implement the policies and programs initiated by the City Council. The City Manager is responsible to the City Council, rather than to individual Council Members, and directs and coordinates the various departments. The City Manager is responsible for appointing all department directors, except as provided by the Charter, and authorizing all other personnel positions. The City Council authorizes positions through the budget process; based upon that authorization, the City Manager makes the appointments.

(b) The City Council shall direct comments, correspondence and concerns about City operations to the city manager's office. Citizens concerns, comments and correspondence regarding city operations received by Council members shall be forwarded to the city manager for appropriate staff action and a timely response.

(c) The City Council may inquire of the city manager about the conduct of any office, department or agency of the city and make investigations as to municipal affairs, per the city charter. In no manner, either directly or indirectly, shall a Council Member become involved in, or attempt to influence, personnel matters that are under the direction of the City Manager. Nor shall the City Council be involved in, or influence, the purchase of any supplies beyond the requirements of the City purchasing procedures. Notwithstanding the foregoing, **any member of** the City Council, may, prior to or during a meeting, make inquiry to a department head on an agenda item posted for the next council meeting. The council member will carbon copy (cc) the city manager on any email communication to a **staff member**.

(d) Documents provided to one Council member shall also be distributed to all other members of the Council. The city manager shall prepare and submit to the Council prior to the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year. The city manager shall keep the Council advised of the financial condition and future needs of the City and make such recommendations that may seem desirable.

(e) In order to ensure proper presentation of agenda items by staff, questions arising from Council members after receiving their information packet should be, whenever possible, presented to the city manager or the manager's designated assistants for staff consideration prior to the Council meeting. This allows staff the time to address the

council members' concerns and provide all Council members with the additional information.

(f) Seeking political support from staff is not appropriate. The City is a non-partisan local government. Neither the City Manager nor any other person in the employ of the City shall take part in securing or contributing any money toward the nomination or election of any candidate for a municipal office. In addition, some professionals have professional codes of ethics, which preclude politically partisan activities or activities that give the appearance of political partisanship.

**COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

SECTION 2-610. COUNCIL RELATIONS WITH THE CITY ATTORNEY

(a) The city attorney is appointed by the City Council. The city attorney is the legal advisor for the Council, its committees, commissions and boards, the city manager, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City.

(b) The general legal responsibilities of the City Attorney are to:

(i) provide legal assistance necessary for formulation and implementation of legislative policies and projects;

(ii) represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations, and similar proceedings;

(iii) prepare or approve as to form ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes and intentions of the City Council; and

(iv) keep City Council and staff apprised of court rulings and legislation affecting the legal interest of the city.

(c) No Council member shall request or direct the city attorney to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without the consent of a majority of the Council. The city attorney shall determine whether or not a matter is significant. The city manager shall be informed of any project, study, opinion or report prepared by the city attorney as requested by the City Council. . The city manager shall not prevent council members from communication with the city attorney.

(d) It is important to note that the city attorney does not represent individual members of the Council, boards, commissions or employees, but rather the City as a whole.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION 2-611. STAFF AND COUNCIL RELATIONS WITH BOARDS, COMMISSION AND COMMITTEES

(a) Staff support and assistance may be provided to advisory boards, commissions, and committees. Advisory bodies, however, do not have supervisory authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and, ultimately, the city manager. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or bylaws. Staff members are to assist the advisory boards to ensure appropriate compliance with ordinances, Charter, state and local laws and regulations.

(b) Staff support includes: (1) preparation of an agenda; (2) preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and (3) preparation of minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that city staff *seeks to* not influence boards, commissions and committees, but provide objective information to help the boards, commissions and committees in their decision making process. Staff should provide information on options considered along with a summary of pros and cons of each option. Any prior direction by City Council on a particular issue should be provided by staff to any board, commission or committee considering the issue.

(c) The role of the city's boards, commissions and committees is to perform the specific functions established in state statutes, city ordinances, resolutions, or minute orders as applicable and to advise the City Council about the topics assigned.

(d) If a City Council member should attend a meeting of a board, commission or committee, the member shall not take part in the meeting nor address the board in any manner whether by questions or statements. A City Council member shall not attempt to influence the decisions of boards, commissions and committees, either directly or indirectly, nor express an opinion to a board, commission or committee about its actions unless at a City Council meeting. Boards that require a city council member to be a member of that board are exempt from this policy provision.

(e) All instructions to boards, commissions and committees by the City Council shall be in writing.

APPENDIX

- From the League of Kansas Municipalities

These tips are non-binding and not policies, but are good starting points for a successful Council-Manager form of government.

Tips for Successful Public Service

- Learn all you can about your city, its operation, its financing. Do your homework. Know your city ordinances.
- Devote sufficient time to your job and to studying the present and future problems of your community.
- Don't burn yourself out on the little things. Save some energy for the important matters.
- Don't act as a committee of one. Governing a city requires a team effort -- practically and legally.
- Don't let honest differences of opinion degenerate into personality conflicts.
- Remember that you represent *all* the people of your community, not just neighbors and friends.
- Take your budget preparation job seriously. It determines what your city does or doesn't do for the coming year and will influence decisions and actions in future years as well. The budget is the most important policy development tool available to govern a city.
- Establish policy statements. Written policy statements let the public and the city staff know where they stand. They help the City Council govern, and writing them provides a process to develop consensus. "That's the way it's always been done" is not good enough either to stay out of trouble or to get things done.
- Make decisions on the basis of public policy and be consistent. Treat similar situations similarly.
- Don't be stampeded into action. Don't be misled by the strong demands of special interest groups who want it done now, their way. Your job is to find the long-term public interest of the community as a whole, and you may be hearing from the wrong people.
- Don't be afraid of change. Don't be content just to follow the routine of your predecessors. Charge your appointed officers and their employees with being responsible for new ideas and better ways. Listen to what they have to say.
- Don't give quick answers when you're not sure of the real answer. It may be embarrassing to appear ignorant, but it can be more embarrassing and damaging to tell a person something that is wrong.
- As an individual, even if you're the mayor, don't make promises you can't deliver! Most decisions and actions require approval of the City Council, and that takes a majority vote.
- Don't spring surprises on your fellow Council Members or your city staff, especially at formal meetings. If a matter is worth bringing up for discussion, it is

worth being on the agenda. While surprises may get you some publicity, at the embarrassment of others, they tend to erode the “team” approach to governance.

- Retain competent key employees. Pay them well. Trust their professional judgment and recognize their responsibilities.
- Don’t bypass the system! You have a city manager. Council Members should stick to policy-making and avoid personal involvement in the day-to-day operations of the city.
- Don’t let others bypass your system--insist that people such as vendors or service providers first work with your city staff. If direct contact with Council Members is advisable, this should be with the Council as a whole, not on a one-to-one basis.
- Learn to evaluate recommendations and alternative courses of action. Request your staff to provide options. Encourage imaginative solutions.
- Be concerned with the long-term future to avoid unnecessary expense and delay and to avoid taking short-term gains at the expense of long-term losses.
- Balance personal rights and property interests. Balance the possible harm to a few versus the good of the many.
- Be concerned with the total development (physical, economic, social) of your community.
- Visit other cities, particularly those with a reputation of being well run. Get to know the officials of neighboring and similarly sized cities.
- Don’t act as if the city operates in a vacuum. Cities must work within the intergovernmental system to be effective. Keep in contact and cooperate with your federal, state, county, and school officials.
- Keep your constituents informed, by such means as a weekly “open letter” in the local newspaper, radio interviews, or news releases. Be friendly and deal effectively with the news media. Lack of good communications is one of the big problems of cities.
- Remember that what you say, privately and publicly, will often be news. Avoid overpublicizing minor problems.
- Appoint citizen advisory committees when you need them, but be prepared to follow their advice if you use them.
- Have some goals and objectives. What do you want to accomplish this year? Next year? What do you want the city to accomplish this year? During the next five years?
- Be a leader as well as part of the team of elected and appointed officials who were selected to make your city an even better place to live.
- Having a practice of “no surprises” between the council and staff, and vice versa, fosters a productive working relationship.

Issue

Discussion concerning the drought contingency plan.

Background

The North Texas Municipal Water District (NTMWD) held a meeting with all member and customer cities on December 15, 2011. City staff attended the meeting and were informed that in January the NTMWD Board of Directors will be considering implementing Stage 4 of the Drought Contingency Plan by April 1, 2012. Stage 4 is the highest level of water restrictions and will be a difficult adjustment for all citizens and businesses. The severity of the Texas drought is the worst since the record drought of the 1950s and is expected to continue this summer. All 60 member cities served by the NTMWD will be affected. Staff will be working closely with NTMWD to do our part to make sure Murphy is cooperating and meeting the water reduction goals required to assure that basic water service to our residents and businesses are available. An interdepartmental water conservation team will formalize a plan of action and work together to prepare for this possible reduction of water use. The team will include the administration, media relations, public works, customer service, code enforcement, community development, capital construction, parks, police, fire, and finance.

Financial Considerations

NTMWD is projecting wholesale price increases of water to all member and customer cities in October 2012.

Staff Recommendation

This item is for information and discussion only.

Attachments

11-10-897 Drought Contingency Ordinance

ORDINANCE NO. 11-10-897

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AMENDING 11-08-890 TO INCLUDE NOVEMBER 1 TO MARCH 31 STAGE 3 WATERING SCHEDULE; REPEALING ORDINANCE NO. 06-07-699 IN ITS ENTIRETY; REPEALING ORDINANCE NO. 06-08-703 IN ITS ENTIRETY; REPEALING ORDINANCE NO. 11-03-875 IN ITS ENTIRETY; REPEALING CHAPTER 82, ARTICLE IX., SECTIONS 82-371 THROUGH 82-377 OF THE CITY OF MURPHY CODE OF ORDINANCES IN ITS ENTIRETY; AMENDING THE CITY OF MURPHY CODE OF ORDINANCES BY AMENDING CHAPTER 82, ARTICLE IX, TO ESTABLISH A NEW DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN; ESTABLISHING MANDATORY WATERING SCHEDULE FOR STAGE 2, INCLUDING PROHIBITED WATERING HOURS; ESTABLISHING MANDATORY WATERING SCHEDULE FOR STAGE 3, INCLUDING PROHIBITED WATERING HOURS; ESTABLISHING A WATER RATE SURCHARGE FOR STAGE 4; ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; ESTABLISHING PENALTIES FOR VIOLATING THE RESTRICTIONS AND PROVISIONS FOR ENFORCEMENT OF THESE RESTRICTIONS; PROVIDING FOR MANDATORY PROVISIONS IN WHOLESALE WATER CONTRACTS; PROVIDING FOR FILING OF THE PLAN WITH THE TCEQ; 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"), recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a Drought Contingency and Water Emergency Response Plan; and

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency and Water Emergency Response Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council of the City of Murphy desires to adopt the North Texas Municipal Water District (the “NTMWD”) Model Drought Contingency and Water Emergency Response Plan as official City policy for the conservation of water.

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 82, ARTICLE IX., CODE OF ORDINANCES.

That Chapter 82, Article IX., Sections 82-371 through 82-377 of the Code of Ordinances of the City of Murphy, Texas are hereby repealed and Chapter 82, Article IX., is hereby amended to adopt a new Drought Contingency and Water Emergency Response Plan to read as follows:

“Sec. 82-371. Adoption of Plan.

The City Council hereby approves and adopts the NTMWD Model Drought Contingency and Water Emergency Response Plan, as modified for the City of Murphy (the “Plan”), attached hereto as Addendum A, as if recited verbatim herein. The City commits to implement the requirements and procedures set forth in the adopted Plan.

Sec. 82-372. Mandatory Watering Schedule for Stage 2; Prohibited Hours.

In the event the City Manager declares Stage 2, customers shall comply with the following schedule for irrigation of existing landscape areas with hose-end sprinklers or irrigation systems:

- A. Schedule:
 - a) Residential Street addresses ending in odd numbers (1,3,5,7,9) may water on Mondays and Thursdays only.
 - b) Residential Street addresses ending in even numbers (0,2,4,6,8) may water on Wednesdays and Saturdays only.
 - c) Public Schools, All Non-Residential Businesses, City and HOA entries/medians may water on Fridays and Tuesdays only.
- B. Prohibited Watering Hours. All watering is prohibited during the hours of 10:00 a.m. – 6:00 p.m.

Sec. 82-373. Mandatory Watering Schedule for Stage 3; Prohibited Hours.

In the event the City Manager declares Stage 3, all of the requirements of Stages 1 and 2 remain in effect during Stage 3, except customers shall comply with the following

schedule for irrigation of existing landscape areas with hose-end sprinklers or irrigation systems:

- A. Schedule between April 1 and October 31:
 - a) Residential Street addresses ending in odd numbers (1,3,5,7,9) may water on Mondays only.
 - b) Residential Street addresses ending in even numbers (0,2,4,6,8) may water on Wednesdays only.
 - c) Public Schools, All Non-Residential Businesses, City and HOA entries/medians may water on Fridays only.
- B. Schedule between November 1 and March 31:
 - a) Limit landscape watering with sprinklers or irrigation systems between November 1 and March 31 to once every two weeks. All water customers using sprinklers or irrigation systems may only operate those systems on Thursdays, if needed. Specific dates will be published on the city website of designated watering days for designated service zones and water customers.
- C. Prohibited Watering Hours. All watering is prohibited during the hours of 10:00 a.m. – 6:00 p.m.

Sec. 82-374. Water Rate Surcharge.

In the event the City Manager declares Stage 4, all of the requirements of Stages 2 and 3 remain in effect during Stage 4 with the same mandatory irrigation schedule listed in Stage 3 and, in addition, a customer will be charged a water rate surcharge for water usage as follows:

<u>Gallons</u>	<u>Rate</u>
0 – 15,000	1.25 times the regular rate
15,001-30,000	2 times the regular rate
30,001 – 45,000	2.5 times the regular rate
45,001 +	3 times the regular rate

The regular rate shall be established pursuant to the City’s fee ordinance on an annual basis.

Sec. 82-375. Variances to the Plan.

- (a) Customers may water new planting of grass within the first thirty (30) days up to four (4) hours a day by any means. Watering is prohibited from 10:00 a.m. to 6:00 p.m.
 - (1) Prior to the first day of the thirty (30) day watering period, residents or businesses must provide the following information to the City:
 - i. Address;
 - ii. Company name;
 - iii. Superintendent name;
 - iv. Superintendent contact number;

- v. First day of thirty (30) day watering period;
- vi. Expiration date of thirty (30) day watering period; and
- vii. Starting and ending time of watering period.

(2) Customers are required to have a weather proof sign, capable of lasting the full thirty (30) day watering period, posted in the front yard. The sign shall be separate and not attached to any other signs. In addition, a window sign shall be posted on the inside of a window, on the front of the building. The sign shall be legible from the street on neon colored paper with black print. Window signs shall include the following information:

- i. Company name;
- ii. Address;
- iii. Approved thirty (30) day watering period;
- iv. Approved day of the week, as specified in Stage 3 Restrictions;
- v. Starting date and ending date of thirty (30) day water period; and
- vi. Starting and ending time of watering period.

(b) The City Manager or his/her designee may, in writing, grant a temporary variance of existing water uses otherwise prohibited under the Plan if the City Manager or his/her designee determines that the failure to grant such a variance would cause an emergency condition adversely affecting the public health, safety or welfare, or the person requesting the variance would suffer an undue hardship and the person demonstrates that:

- (1) Compliance with the Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect; or
- (2) Alternative methods can be implemented which will achieve a similar level of compliance.

(c) Plan or a particular drought response stage has been initiated. A petition for a variance must include the following:

- (1) The name and address of petitioners;
- (2) The purpose of the intended water use;
- (3) The specific requirement of the Plan from which the petitioner is requesting relief;
- (4) A detailed statement as to how the specific requirement creates a hardship unique to the petitioner or adversely affects the petitioner, and a statement as to what damage or harm will occur to the petitioner or others if the petitioner complies with this article;
- (5) A description of the relief requested;
- (6) The period of time for which the variance is sought; and
- (7) A description of what alternative water use restrictions or other measures the petitioner is taking or proposes to take in order to meet the intent of this Plan.

(d) Unless waived or modified in writing by the City Manager or his/her designee, a variance granted under this section shall include a timetable for compliance and shall contain a condition terminating the variance if the petitioner fails to meet a specified requirement of the variance.

(e) A variance expires when a particular Drought Response Stage is no longer in effect. No variance will be retroactive or otherwise justify any violation of this Plan that occurs prior to the issuance of the variance.

Sec. 82-376. Penalty; Enforcement of Restrictions.

(a) Any customer, defined pursuant to 30 Tex. Admin. Code Chapter 291, failing to comply with the provisions of the Plan and/or this ordinance shall be subject to a fine of up to two thousand dollars (\$2,000.00) and/or discontinuance of water service by the City. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the Plan is a separate violation. The City's authority to seek injunctive or other civil relief available under the law is not limited by this section.

(b) Each day that one or more of the provisions in the Plan and/or this ordinance are violated shall constitute a separate offense. If a customer is convicted of three (3) or more distinct violations of the Plan and/or this ordinance, the City Manager or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$50, and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given to the City Manager or his/her designee that the same action shall not be repeated while the Plan and/or this ordinance is in effect. Compliance with this Plan and/or this ordinance may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of the Plan and that the parent could not have reasonably known of the violation.

(d) Any employee of the city, police officer, or other employee designated by the City Manager, may issue a citation to a person he/she reasonably believes to be in violation of the Plan and/or this ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for

which the date shall not be less than three (3) days nor more than five (5) days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over eighteen (18) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of the Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Sec. 82-377. Mandatory Provisions in Wholesale Water Contracts.

All wholesale water contracts entered into or renewed after adoption of the Plan and/or this ordinance, including contract extensions, shall include a provision that requires all wholesale water customers of the City to comply with the provisions of the Plan and/or this ordinance.”

SECTION 3. Filing of Plan.

The City Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

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, including the Plan attached hereto as Addendum A, 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. Notwithstanding the foregoing, this ordinance repeals, in their entirety, Ordinance Nos. 06-07-699, 06-08-703 and 11-03-875.

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 18th day of October, 2011.



Bret M. Baldwin, Mayor
City of Murphy

ATTEST:



Aimee Nemer, City Secretary
City of Murphy



APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney

ADDENDUM A

**City of Murphy
Drought Contingency and
Water Emergency Response Plan
AS A North Texas Municipal Water District Customer**

City of Murphy
Drought Contingency and
Water Emergency Response Plan
AS A North Texas Municipal Water District Customer

1. INTRODUCTION AND OBJECTIVES

This plan addresses all of the current TCEQ requirements for a drought contingency plan. .

The measures included in this drought contingency and water emergency response plan are intended to provide short-term water savings during drought or emergency conditions. Water savings associated with ongoing, long-term strategies are discussed in the *Model Water Conservation Plan for North Texas Municipal Water District Member Cities and Customers*.²

The purpose of this drought contingency and water emergency response plan is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions.

The NTMWD supplies treated water to its Customers. This plan was developed by NTMWD in consultation with its Member Cities. In order to adopt this plan, each NTMWD Customer will need to adopt ordinance(s) or regulation(s) implementing the plan, including the determination of fines and enforcement procedures. The plan calls for Customers to adopt drought stages initiated by NTMWD during a drought or water supply emergency. NTMWD Customers may also adopt more stringent drought or water emergency response stages than NTMWD if conditions warrant.

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the

Texas Administrative Code, a current copy of which is included in Appendix B. For the purpose of these rules, a drought contingency plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”¹

Minimum Requirements

TCEQ’s minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 3.1
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information – Section 3.2
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 3.7
- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages – Section 3.3
- 288.20(a)(1)(E) – Drought and Emergency Response Stages – Section 3.4
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions – Section 3.4
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage – Section 3.4
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages – Section 3.3
- 288.20(a)(1)(I) - Procedures for Granting Variances – Section 3.5
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions – Section 3.6
- 288.20(a)(3) – Consultation with Wholesale Supplier – Sections 1, 3.3, and 3.4
- 288.20(b) – Notification of Implementation of Mandatory Measures – Section 3.3
- 288.20(c)– Review and Update of Plan – Section 3.8

3. DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

3.1 Provisions to Inform the Public and Opportunity for Public Input

City of Murphy will provide opportunity for public input in the development of this drought contingency and water emergency response plan by the following means:

- Providing written notice of the proposed plan and the opportunity to comment on the plan by newspaper, posted notice, and notice on the City’s web site.
- Making the draft plan available on the City’s web site.
- Providing the draft plan to anyone requesting a copy.
- Holding a public meeting.

3.2 Provisions for Continuing Public Education and Information

City of Murphy will inform and educate the public about the drought contingency and water emergency response plan by the following means:

- Preparing a bulletin describing the plan and making it available at city hall and other appropriate locations.
- Making the plan available to the public through the City's web site.
- Including information about the drought contingency and water emergency response plan on the City's web site.
- Notifying local organizations, schools, and civic groups that staff are available to make presentations on the drought contingency and water emergency response plan (usually in conjunction with presentations on water conservation programs).

At any time that the drought contingency and water emergency response plan is activated or the drought stage or water emergency response stage changes, City of Murphy will notify local media of the issues, the drought response stage or water emergency response stage (if applicable), and the specific actions required of the public. The information will also be publicized on the City's web site. Billing inserts will also be used as appropriate.

3.3 Initiation and Termination of Drought or Water Emergency Response Stages

Initiation of a Drought or Water Emergency Response Stage

The City Manager, or official designee may order the implementation of a drought or water emergency response stage when one or more of the trigger conditions for that stage is met. The following actions will be taken when a drought or water emergency response stage is initiated:

- The public will be notified through local media and the City's web site as described in Section 3.2.
- The NTMWD will be notified by e-mail with a follow-up letter or fax that provides details of the reasons for initiation of the drought/water emergency response stage.
- If any mandatory provisions of the drought contingency and water emergency response plan are activated, City of Murphy will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

Drought contingency and water emergency response stages imposed by NTMWD action must be initiated by Member Cities and Customers. For other trigger conditions internal to City of Murphy, the City Manager, or official designee may decide not to order the implementation of a drought response stage or water emergency even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

Termination of a Drought or Water Emergency Response Stage

The City Manager or official designee may order the termination of a drought or water emergency response stage when the conditions for termination are met or at their discretion. The following actions will be taken when a drought or emergency response stage is terminated:

- The public will be notified through local media and the City's web site as described in Section 3.2.

- The NTMWD will be notified by e-mail with a follow-up letter or fax. If any mandatory provisions of the drought contingency and water emergency response plan that have been activated are terminated, City of Murphy will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days. The City Manager or official designee may decide not to order the termination of a drought or water emergency response stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought stage. The reason for this decision should be documented.

3.4 DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE STAGES AND MEASURES

STAGE 1

Initiation and Termination Conditions for Stage 1

- The NTMWD has initiated Stage 1, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
 - Water demand is projected to approach the limit of the permitted supply.
 - The storage in Lavon Lake is less than 65 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 65 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.
 - NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next 6 months.
 - NTMWD water demand exceeds 90 percent of the amount that can be delivered to customers for three consecutive days.
 - Water demand for all or part of NTMWD's delivery system approaches delivery capacity because delivery capacity is inadequate.
 - NTMWD's supply source becomes contaminated.
 - NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's water demand exceeds 90 percent of the amount that can be delivered to customers for three consecutive days.
- City's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's individual plan may be implemented if other criteria dictate.

Stage 1 may terminate when NTMWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 1

Stage 1 is intended to raise public awareness of potential drought or water emergency problems. The goal for water use reduction under Stage 1 is a two percent reduction in the amount of water produced by NTMWD. The City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary:

- Request voluntary reductions in water use by the public.
- Increase public education efforts on ways to reduce water use.
- Review the problems that caused the initiation of Stage 1.
- Intensify efforts on leak detection and repair.
- Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- Notify major water users and work with them to achieve voluntary water use reductions.
- Reduce city government water use for landscape irrigation.
- Ask the public to follow voluntary landscape watering schedules.

STAGE 2

Initiation and Termination Conditions for Stage 2

- The NTMWD has initiated Stage 2, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
 - Water demand is projected to approach the limit of the permitted supply.
 - The storage in Lavon Lake is less than 55 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 55 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.
 - NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next 3 months.
 - NTMWD water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
 - NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
 - NTMWD's supply source becomes contaminated.
 - NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.

- City's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's individual plan may be implemented if other criteria dictate.

Stage 2 may terminate when NTMWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 2

The goal for water use reduction under Stage 2 is a five percent reduction in the amount of water produced by NTMWD. If circumstances warrant or if required by NTMWD, the City Manager, or official designee can set a goal for greater water use reduction. The City Manager, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The City must notify TCEQ and NTMWD within five business days if these measures are implemented:

- Continue or initiate any actions available under Stage 1.
- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Halt non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems to no more than two days per week. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy. An exemption is also allowed for registered and properly functioning ET/Smart irrigation systems and drip irrigation systems, which do not have restrictions to the number of days per week of operation.
- **Requires Notification to TCEQ** – Restrict landscape and lawn irrigation from 10 AM to 6 PM beginning April 1 through October 31 of each year.
- **Requires Notification to TCEQ** – Prohibit planting of cool season grasses (such as rye grass or other similar grasses) that intensify cool season water requirements.

STAGE 3

Initiation and Termination Conditions for Stage 3

- The NTMWD has initiated Stage 3, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
 - Water demand is projected to approach or exceed the limit of the permitted supply.
 - The storage in Lavon Lake is less than 45 percent of the total conservation pool capacity.

- NTMWD's storage in Jim Chapman Lake is less than 45 percent of NTMWD's total conservation pool capacity.
- The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Moderate drought. (Measures required by SRA under a Moderate drought designation are similar to those under NTMWD's Stage 3.)
- The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become limited in availability.
- NTMWD water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.
- NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- NTMWD's supply source becomes contaminated.
- NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.
- City's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's individual plan may be implemented if other criteria dictate.

Stage 3 may terminate when NTMWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.

Goals for Use Reduction and Actions Available under Stage 3

The goal for water use reduction under Stage 3 is a reduction of ten percent in the amount of water obtained from NTMWD. If circumstances warrant or if required by NTMWD, the City Manager, or official designee can set a goal for a greater water use reduction.

The City Manager or official designee must implement any action(s) required by NTMWD. In addition, the City Manager, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The City must notify TCEQ and NTMWD within five business days if these measures are implemented:

- Continue or initiate any actions available under Stages 1 and 2.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Initiate mandatory water use restrictions as follows:
 - Prohibit hosing of paved areas, buildings, or windows. (Pressure washing of impervious surfaces is allowed.)
 - Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.
 - Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
 - Prohibit using water in such a manner as to allow runoff or other waste.

- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems at each service address to once every seven days. Exceptions are as follows:
 - Foundations, new landscaping, new plantings (first year) of shrubs, and trees may be watered for up to 2 hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system.
 - Golf courses may water greens and tee boxes without restrictions.
 - Public athletic fields used for competition may be watered twice per week.
 - Locations using other sources of water supply for irrigation may irrigate without restrictions.
 - Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.
- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems between November 1 and March 31 to once every two weeks. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy, temporary certificate of occupancy, or certificate of completion.
- **Requires Notification to TCEQ** – Prohibit hydroseeding, hydromulching, and sprigging.
- **Requires Notification to TCEQ** – Existing swimming pools may not be drained and refilled (except to replace normal water loss).
- **Requires Notification to TCEQ** - Initiate a rate surcharge as requested by NTMWD.
- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over a certain level.
- **Requires Notification to TCEQ** – Prohibit watering of golf courses using treated water, except as needed to keep greens and tee boxes alive.

STAGE 4

Initiation and Termination Conditions for Stage 4

- The NTMWD has initiated Stage 4, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 4.
 - Water demand is projected to approach or exceed the limit of the permitted supply.
 - The storage in Lavon Lake is less than 35 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 35 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a severe drought or emergency.
 - The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become severely limited in availability.

- NTMWD water demand exceeds the amount that can be delivered to customers.
- NTMWD water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- NTMWD's supply source becomes contaminated.
- NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's water demand exceeds the amount that can be delivered to customers.
- City's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's individual plan may be implemented if other criteria dictate.

Stage 4 may terminate when NTMWD terminates its Stage 4 condition or when the circumstances that caused the initiation of Stage 4 no longer prevail.

Goals for Use Reduction and Actions Available under Stage 4

The goal for water use reduction under Stage 4 is a reduction of whatever amount is necessary in the amount of water obtained from NTMWD. If circumstances warrant or if required by NTMWD, the City Manager, or official designee can set a goal for a greater water use reduction.

The City Manager or official designee must implement any action(s) required by NTMWD. In addition, the City Manager, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on member cities and customers. The City must notify TCEQ and NTMWD within five business days if these measures are implemented.

- Continue or initiate any actions available under Stages 1, 2, and 3.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Prohibit the irrigation of new landscaping using treated water.
- **Requires Notification to TCEQ** – Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- **Requires Notification to TCEQ** – Prohibit commercial and residential landscape watering, except that foundations and trees may be watered for 2 hours on any day with a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system. ET/Smart controllers and drip irrigation systems are not exempt from this requirement..
- **Requires Notification to TCEQ** – Prohibit golf course watering with treated water except for greens and tee boxes.
- **Requires Notification to TCEQ** – Prohibit the permitting of private pools. Pools already permitted may be completed and filled with water. Existing private and public pools may add water to maintain pool levels but may not be drained and refilled.
- **Requires Notification to TCEQ** – Require all commercial water users to reduce water use by a percentage established by the City Manager, or official designee.

- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over normal rates for all water use.

3.5 Procedures for Granting Variances to the Plan

The City Manager or official designee may grant temporary variances for existing water uses otherwise prohibited under this drought contingency and water emergency response plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- Compliance with this plan cannot be accomplished due to technical or other limitations.
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances shall be granted or denied at the discretion of the City Manager or official designee. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioners
- Purpose of water use
- Specific provisions from which relief is requested
- Detailed statement of the adverse effect of the provision from which relief is requested
- Description of the relief requested
- Period of time for which the variance is sought
- Alternative measures that will be taken to reduce water use
- Other pertinent information.

3.6 Procedures for Enforcing Mandatory Water Use Restrictions

Mandatory water use restrictions may be imposed in Stage 2, Stage 3 and Stage 4 drought contingency and water emergency response stages. The penalties associated with the mandatory water use restrictions will be determined by City Ordinance.

3.7 Coordination with the Regional Water Planning Group and NTMWD

The City will send a draft of its ordinance(s) or other regulation(s) implementing this plan to NTMWD for their review and comment. The City will also send the final ordinance(s) or other regulation(s) to NTMWD.

3.8 Review and Update of Drought Contingency and Water Emergency Response Plan

As required by TCEQ rules, the City of Murphy must review the drought contingency and water emergency response plan every five (5) years. The plan will be updated as appropriate based on new or updated information.

APPENDIX A
LIST OF REFERENCES

APPENDIX A LIST OF REFERENCES

- (1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter B, Rule 288.20, downloaded from <http://www.tnrcc.state.tx.us/oprd/rules/pdflib/288a.pdf>, July 2007.
- (2) Freese and Nichols, Inc.: North Texas Municipal Water District Water Conservation and Drought Contingency and Water Emergency Response Plan, prepared for the North Texas Municipal Water District, Fort Worth, March 2008.

The following conservation and drought contingency plans and related documents were reviewed in the development of this plan. References marked with a * were used heavily in the development of this plan.

- (3) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (4) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (5) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (6) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (7) *City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (8) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (9) *City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (10) *City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (11) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (12) *City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.
- (13) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (14) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (15) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.
- (16) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (17) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (18) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>
- (19) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (20) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.

- (21) City of Houston: "Water Conservation Plan," 1998.
- (22) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.
- (23) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (24) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (25) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (26) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (27) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (28) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (29) *City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.

APPENDIX B

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES ON
DROUGHT CONTINGENCY PLANS**

APPENDIX B
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES ON
DROUGHT CONTINGENCY PLANS

Texas Administrative Code

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER B</u>	DROUGHT CONTINGENCY PLANS
RULE §288.20	Drought Contingency Plans for Municipal Uses by Public Water Suppliers

-
- (a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.
- (1) Minimum requirements. Drought contingency plans must include the following minimum elements.
- (A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.
- (B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.
- (C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.
- (D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.
- (E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:
- (i) reduction in available water supply up to a repeat of the drought of record;
 - (ii) water production or distribution system limitations;
 - (iii) supply source contamination; or
 - (iv) system outage due to the failure or damage of major water system components (e.g., pumps).

- (F) The drought contingency plan must include the specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.
 - (G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:
 - (i) curtailment of non-essential water uses; and
 - (ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).
 - (H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.
 - (I) The drought contingency plan must include procedures for granting variances to the plan.
 - (J) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.
- (2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.
- (3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.
- (b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.
- (c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384.

APPENDIX C

LETTERS TO REGION C AND REGION D
WATER PLANNING GROUPS



Sample letter to

Date

Region C Water Planning Group
c/o North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098

Dear Sir:



Enclosed please find a copy of the updated Drought Contingency and Water Emergency Response Plan for City of Murphy of the North Texas Municipal Water District. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of the North Texas Municipal Water District adopted the updated model plan on March 2008.

Sincerely,

James Fisher, City Manager
City of Murphy



Sample letter by NTMWD

Date

Mr. Jim Thompson
Chair, Region D Water Planning Group
P.O. Box 1107
Atlanta, TX 75551

Dear Mr. Thompson:

Enclosed please find a copy of the recently updated Drought Contingency and Water Emergency Response Plan for City of Murphy of the North Texas Municipal Water District. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of the North Texas Municipal Water District adopted the updated model plan on -----date.

Sincerely,

James M. Parks, Executive Director
North Texas Municipal Water District

APPENDIX D
ORDINANCE ADOPTING DROUGHT CONTINGENCY
AND WATER EMERGENCY RESPONSE PLAN