



MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
NOVEMBER 27, 2012 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on November 27, 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.

Bret Baldwin
Mayor

John Daugherty
Mayor Pro Tem

Colleen Halbert
Deputy Mayor Pro Tem

Dennis Richmond
Councilmember

Scott Bradley
Councilmember

Bernard Grant
Councilmember

Dave Brandon
Councilmember

James Fisher
City Manager

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. ROLL CALL & CERTIFICATION OF A QUORUM

4. PUBLIC COMMENTS

5. PRESENTATION ITEMS

- A. Presentation of a Certificate of Appreciation to the two local newspapers, the Murphy Monitor and the Murphy Messenger, for their consistent support of the City of Murphy's efforts to maintain an active, productive and widespread program of environmental cleanliness and sustainability.
- B. Presentation by the Plano Sports Authority.

6. CONSENT AGENDA

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

- A. Consider and/or act upon the approval of the November 13, 2012 meeting minutes.
- B. Consider and take action, if any, on a resolution to the State of Texas to utilize the dedicated ½ cent sporting goods sales tax to fund the Local Park Grants by Texas Parks and Wildlife Department.
- C. Consider and take action, if any, on the approval of a Memorandum of Agreement (MOA) with the North Central Texas Trauma Regional Advisory Council (NCTTRAC) for participation in the Emergency Medical Task Force (ETMF).

7. INDIVIDUAL CONSIDERATION

- A. Consider and take action, if any, on the approval of the Request for Proposal (RFP) for Solid Waste Collection and Disposal and Recycling Collection and Processing Services.

- B. Consider and take action, if any, on approval of the bid package for towing services within the City of Murphy, in accordance with Chapter 78.133, of the Murphy City Code and authorize the Chief of Police to solicit bids for the delivery of wrecker and impound services for the City of Murphy.
- C. Consider and take action, if any, on a recommendation to install stop signs and street lights on Betsy, Oriole and Heritage to provide for vehicle access and smooth movement of vehicles through these areas of congestion.
- D. Consider and take action, if any, regarding neighborhood traffic control issues and providing staff guidance to develop a City of Murphy Traffic Calming Policy.
- E. Consider and take action, if any, on the approval of an ordinance amending the Code of Ordinances reducing the speed limit of Tom Clevenger Drive due to new road alignment south of Murphy Central Park and the PSA-Murphy facility.
- F. Consider and take action, if any, on the proposed Animal Shelter project, including the design process and status report.
- G. Consider and take action, if any, on a resolution establishing the Rules and Procedures for the City of Murphy Ethics Commission.
- H. Consider and take action, if any, on an ordinance amending Chapter 2, Article IX of the Code of Ordinances entitled Code of Ethics.
- I. Discuss Board and Commission appointments and review interview process.

8. CITY MANAGER/STAFF REPORTS

North Murphy Road Construction Update
McCreary Road Construction Update
Christmas in the Park – December 6
Upcoming Council Meetings – December 11, January 2, January 15
City Holidays – December 24, 25 and 31

9. EXECUTIVE SESSION

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

§ 551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving:

- a) Susan Kinder-Alessio v. City of Murphy, et. al., Civil Action No. 4:12-CV-000493-RC-ALM
- b) Michael Cantrell v. City of Murphy, et. al, Cause No. 6:09-cv-225.

10. RECONVENE INTO REGULAR SESSION

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

§ 551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving:

- a) Susan Kinder-Alessio v. City of Murphy, et. al., Civil Action No. 4:12-CV-000493-RC-ALM
- b) Michael Cantrell v. City of Murphy, et. al, Cause No. 6:09-cv-225.

11. ADJOURNMENT

**There may be a quorum of the Animal Shelter Advisory Committee or the Ethics Review Commission present at the meeting. All discussion will follow the agenda format only. **

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on November 21, 2012 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Kristi Gilbert, TRMC, CMC, CPM
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 kgilbert@murphytx.org.

City Council Meeting November 27, 2012

Issue

Presentation of a Certificate of Appreciation to the two local newspapers, the Murphy Monitor and the Murphy Messenger, for their consistent support of the City of Murphy's efforts to maintain an active, productive and widespread program of environmental cleanliness and sustainability.

Staff Resource/Department

Kim Lenoir – Director of Parks and Public Works, and chair of the Murphy Green Team.

Key Focus Area

Community Character

Summary

The local newspapers, their reporters, editors and freelancers have been *de facto* partners with the City of Murphy's Green Team in disseminating information related to the City's various green initiatives, including the placement and development of articles that deal directly with those campaigns. These newspaper articles and opinion-editorial pieces provide an invaluable level of assistance in terms of information-sharing, promotion of the campaigns, recruitment of volunteers and after-action reporting.

Background/History

The City of Murphy created the Murphy Green Team, an inter-departmental group of employees who sponsor projects related to the City's Keep Murphy Beautiful (KMB) program. Under the KMB umbrella, the Green Team has put together both active projects like the various Clean Up Campaigns, the Adopt-a-Street program, the Plus 5 Recycling Challenge and other programs with similar goals; as well as passive projects like staffing information-sharing booths at Moonlight Movies, Maize Days, Picnic by the Pond among other City-sponsored events. The clean-up campaigns can only be successful if they are supported by effective marketing, public information and public relations programs. While the Green Team has an active marketing and public information component, the cooperation and assistance of the local newspapers is critical to the success of the campaigns. Pre- and post-event articles, photos, interviews and editorials in the two local newspapers play an important and crucial role in assisting with the outreach for these clean-up and recycling efforts, both in terms of recruiting volunteers and reporting on the outcomes.

Financial Considerations

N/A

CITY COUNCIL MINUTES
NOVEMBER 13, 2012 REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

Mayor Pro Tem Daugherty called the meeting to order at 6:02 p.m.

2. INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Richmond gave the invocation and led the recitation of the Pledge of Allegiance.

3. ROLL CALL & CERTIFICATION OF A QUORUM

City Secretary, Kristi Gilbert, certified a quorum with the following Councilmembers present:

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

Councilmembers absent:

Mayor Brett Baldwin
Deputy Mayor Pro Tem Colleen Halbert

4. PUBLIC COMMENTS

Jim Tuskan, 536 Chalk Hill Lane – Mr. Tuskan inquired as to why there is not a tax exemption for Over 65 Residents. Mayor Pro Tem Daugherty clarified that the City does provide an Over 65 exemption.

Keith Patton, 451 Poindexter Lane – Mr. Patton requested that the agenda be numbered and lettered in a fashion that does not duplicate letters and numbers.

5. CONSENT AGENDA

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

A. Consider and/or act upon the approval of meeting minutes:

1. October 16, 2012 Regular City Council meeting;
2. October 25, 2012 Special City Council Meeting; and,
3. October 30, 2012 City Council Work Session.

B. Consider and/or act on the application of **Forestar (USA) Real Estate Group, Inc.** requesting approval of a construction plat for Maxwell Creek North Phase 11A on property zoned PD (Planned Development) District No. 00-06-486 and No. 00-06-487 for Single Family Uses. This property is generally located southwest of the intersection of McMillen Road and McCreary.

C. Consider and/or act on the application of **Forestar (USA) Real Estate Group, Inc.** requesting approval of a construction plat for Maxwell Creek North Phase 11B on property zoned PD (Planned Development) District No. 00-06-486 and No. 00-06-487 for Single Family Uses.

This property is generally located southwest of the intersection of McMillen Road and McCreary.

- D. Consider and/or act upon Resolution approving the 2012 tax roll with a total levy of \$8,699,950.81 as certified by Kenneth L. Maun, Tax Assessor Collector for Collin County.
- E. Consider and/ or act upon a resolution authorizing the Mayor to sign the Interlocal Agreement between Collin County and the City of Murphy for the Collin County Funding Assistance Program grant of \$500,000 for the Murphy Regional Hike and Bike Trail Connector Project.

COUNCIL ACTION:

APPROVED

Councilmember Grant moved to approve the consent agenda as presented. Councilmember Bradley seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 5 to 0.

Mayor Pro Tem Daugherty opened the floor to public comments once again to President Saiyad Ahmad and Vice President Mohamed Rafi Meetheen from the East Plano Islamic Society. Mr. Ahmad stated that their community has a history of helping several cities with humanitarian and civic projects. Mr. Saiyad extended an invitation to the Council to attend an event this coming weekend.

6. INDIVIDUAL CONSIDERATION

- A. Hold a public hearing and consider and/or act on the application of **Mike Horn**, property owner, requesting approval of an ordinance for a SUP (Specific Use Permit) to allow a drive-thru window for a Braum's Ice Cream Store on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses on property located on FM 544 between Brand Road and Murphy Road. **ZF 2012-07.**

Kristen Roberts presented staff comments and stated that approval was recommend. Ms. Roberts stated that

Gordon Pulis, applicant, stated that the planned building is similar to the one at Coit and Campbell in Richardson. He stated that there would be a market as well as a restaurant with drive thru service.

The Mayor Pro Tem opened the public hearing to public comment at 6:17 p.m. There were no public comments regarding the submittal. The hearing was closed at 6:17 p.m.

Councilmembers discussed the necessity of a double drive-thru lane. The applicant stated that they were not certain if they would install a double drive-thru lane.

COUNCIL ACTION:

APPROVED

Mayor Pro Tem Daugherty moved to approve the application of **Mike Horn**, property owner, requesting approval of an ordinance for a SUP (Specific Use Permit) to allow a drive-thru window for a Braum's Ice Cream Store on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses on property located on FM 544 between Brand Road

and Murphy Road with the exclusion of the double drive-thru. Councilmember Bradley seconded the motion. For: Daugherty, Bradley and Grant. Against: Richmond and Brandon. The motion carried by a vote of 3 to 2.

- B. Consider and/or act on the application of **Mike Horn** requesting approval of a site plan for Braum's Ice Cream Store on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses on property located on FM 544 between Brand Road and Murphy Road.

Councilmember Brandon stated that he did not like the neon pink light band, to which the applicant responded that it could be removed. Councilmember Brandon asked the applicant to consider using a different color blue on the building. Ms. Roberts stated that the Planning and Zoning Commission discussed the color at length and decided that the color was a branding issue.

COUNCIL ACTION:

APPROVED

Councilmember Brandon moved to approve the application of **Mike Horn** requesting approval of a site plan for Braum's Ice Cream Store on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses on property located on FM 544 between Brand Road and Murphy Road with the removal of the neon pink light band on the top of the building; the requirement that any signs be brought before the Council for final approval and the removal of the second drive thru. Councilmember Bradley seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 5 to 0.

- C. Consider and/or act on the application of **Mike Horn** requesting approval of a construction plat for Braum's Ice Cream Store on property zoned PD (Planned Development) District No. 09-12-823 for Retail and Office Uses on property located on FM 544 between Brand Road and Murphy Road.

COUNCIL ACTION:

APPROVED

Councilmember Bradley moved to approve the application of **Mike Horn** requesting approval of a construction plat for Braum's Ice Cream Store on property zoned PD (Planned Development) District No. 09-12- 823 for Retail and Office Uses on property located on FM 544 between Brand Road and Murphy Road. Councilmember Brandon seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 5 to 0.

- D. Consider and/or act upon approval of the NCTCOG Interlocal Agreement for the TCEQ Solid Waste Implementation Grant Project, authorize \$16,800 of the recycle rebate funds as matching funds for the \$67,200 TCEQ Solid Waste Grant Award to purchase BigBelly solar compactor trash and compactor recycle bins for Murphy Park pavilions, and authorize the City Manager to sign all necessary documents.

Mr. Fisher stated that the Council approved submittal of the grant application in June and there was approximately \$35,000 in the recycle rebate program.

COUNCIL ACTION:

APPROVED

Councilmember Bradley moved to approve the NCTCOG Interlocal Agreement for the TCEQ Solid Waste Implementation Grant Project, authorize \$16,800 of the recycle rebate funds as

matching funds for the \$67,200 TCEQ Solid Waste Grant Award to purchase BigBelly solar compactor trash and compactor recycle bins for Murphy Park pavilions, and authorize the City Manager to sign all necessary documents. Councilmember Richmond seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 5 to 0.

- E. Consider and take action, if any, on the renewal notice for Solid Waste Collection and Transportation Agreement with Waste Management of Texas, Inc.

Mr. Fisher stated that there was discussion from Council in the spring regarding solid waste fees and suggested that the Council send out request for proposals when the contract is up.

Joe Jaynes, Waste Management, 520 E Corporate, Lewisville – Mr. Jaynes stated that Waste Management has provided the City with good customer service.

Mayor Pro Tem Daugherty stated that he felt that Waste Management was doing an excellent job, but felt that the City had the duty to go out for bid. Councilmember Bradley stated he would like to see how Murphy compared with other cities regarding services offered.

COUNCIL ACTION:

APPROVED

Councilmember Bradley moved to authorize the City Manager to send a letter of non-renewal to Waste Management and prepare an RFP for City Council consideration on November 27th. Councilmember Grant seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 5 to 0.

- F. Discussion/review of Water Conservation Plan and Enforcement Ordinances.

Mr. Fisher discussed proposed changes with regard to the Water Conservation Plan. Mr. Fisher stated that Code Enforcement has worked with residents extensively on gaining compliance through warnings and door hangers. Mr. Fisher inquired as to what concerns Council had so that staff can be prepared with revisions when the revised plan comes out in 2013.

Keith Patton, 451 Poindexter – Mr. Patton stated that he disagreed with the time schedule for watering and stated that landscapers recommended not watering at night as the weather gets cooler to avoid fungus growing. He continued by stating that the smart systems water when the grass is dry, regardless of what time of day it was.

Councilmember Richmond stated that he felt that a program that features conservation was important and favored consistency. He stated that fungus would only grow in the summer heat if overwatered.

Mayor Pro Tem Daugherty stated he would like to see a policy that allowed for water two days per week and prohibited watering between the hours of 10 am and 6 pm throughout the year. Councilmember Bradley stated that the municipal court is significantly reducing fines for first time offenders. Councilmember Grant stated he had concerns regarding Parks and Public Works employees enforcing the policy. Councilmember Brandon stated that he understands this is a Water Conservation Plan, not a landscape conservation plan and the priority is the water not the landscape.

COUNCIL ACTION:

The Council took no action.

NON ACTION ITEM

- G. Consider and take action, if any, on adding December 31, 2012 as an additional employee holiday in 2012.

COUNCIL ACTION:

APPROVED

Councilmember Bradley moved to add December 31, 2012 as an employee holiday. Councilmember Richmond seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 5 to 0.

- H. Consider and take action, if any, on the proposed revisions to the Code of Ethics of the City of Murphy and the proposed Rules and Procedures of the Ethics Review Commission.

COUNCIL ACTION:

APPROVED

Councilmember Grant moved to amend the Code of Ethics to exclude municipal employees with the exception of the municipal officers as established in the charter. Councilmember Bradley seconded the motion. For: Daugherty, Richmond, Bradley and Grant. Against: Brandon. The motion carried by a vote of 4 to 0.

The Council held discussions and determined that the City Secretary would retain the role set forth in the regulations. Mayor Pro Tem Daugherty recommended that the Ethics Commission wait to meet until after the first of the year because of new appointments.

- I. Consider and take action, if any, on an Ordinance concerning the position of the City Secretary.

COUNCIL ACTION:

APPROVED

Councilmember Brandon moved to approve the Ordinance regarding the position of the City Secretary. Councilmember Bradley seconded the motion. For: Unanimous. Against: None. The motion carried by a vote of 5 to 0.

7. CITY MANAGER/STAFF REPORTS

City Manager, James Fisher provided the Council with a report on the following:

- North Murphy Road Construction Update
- McCreary Road Construction Update
- TML Annual Conference – November 14-16, Gaylord Texan Conference Center
- Leadership North Texas – November 16
- Holiday Hams to be distributed November 19 at 11:00am
- Chamber Luncheon – November 20

8. EXECUTIVE SESSION

At 7:51 p.m. the Mayor convened the City Council into closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving:

- a) George Parker and Parker Tree Services.

- b) Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682
- c) Susan Kinder-Alessio v. City of Murphy, et. al., Civil Action No. 4:12-CV-000493-RC-ALM
- d) Michael Cantrell v. City of Murphy, et. al, Cause No. 6:09-cv-225.

9. RECONVENE INTO REGULAR SESSION

The Mayor reconvened the City Council into open session at 8:01 p.m., pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving:

- a) George Parker and Parker Tree Services.
- b) Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682
- c) Susan Kinder-Alessio v. City of Murphy, et. al., Civil Action No. 4:12-CV-000493-RC-ALM
- d) Michael Cantrell v. City of Murphy, et. al, Cause No. 6:09-cv-225.

COUNCIL ACTION:

NO ACTION TAKEN

10. ADJOURNMENT

With no further business, the meeting was adjourned at 8:02 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Kristi Gilbert, City Secretary

City Council Meeting
November 27, 2012

Issue

Consider and/or act upon a resolution to the State of Texas to utilize the dedicated ½ cent sporting goods sales tax to fund the Local Park Grants by Texas Parks and Wildlife Department.

Staff Resource / Department

James Fisher, City Manager
Kim Lenoir, Director of Parks and Public Works

Key Focus Area

Community Character

Summary

The 83rd State Legislative Session begins January 8, 2013. Two years ago, due to state budget constraints, the Texas Parks and Wildlife Department parks and programs were cut severely. The attached resolution offers support to TPWD to fund the grant programs that were established in the 1960s to fund park development from dedicated state sales taxes.

Background/History

Texas Parks & Wildlife Department (“TPWD”) administers the Texas Recreation & Parks Account Local Park Grant Program (“TRPA”) and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 94 State parks and historical sites in Texas. TRPA provides matching grants to cities for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences.

Murphy has received these matching grants provided by TPWD since the year 2000 for the very first park - City Park. Later funds were received for The Preserve and the Maxwell Creek Linear Park and presently for the new Murphy Central Park. The indoor grant of \$750,000 for the renovation of the Murphy Community Center was also from this program. Murphy has a current \$100,000 grant application under review for Timber Nature Preserve Park (award to be announced in January).

Financial Considerations

The Texas matching grant funds are from the dedicated ½ cent sporting goods sales tax. The legislature must allocate those funds during the bi-annual budget process.

Action Requested / Staff Recommendation

A motion to approve Resolution 2012-xxx

Attachments

Resolution 12--XXX

RESOLUTION NO. 2012-xxx

A RESOLUTION OF THE CITY OF MURPHY CITY COUNCIL REQUESTING THE MEMBERS OF THE 83rd LEGISLATIVE SESSION OF THE STATE OF TEXAS SUPPORT LEGISLATION THAT INCREASES FUNDING FOR THE TEXAS RECREATION & PARKS ACCOUNT AND LARGE COUNTY AND MUNICIPALITY RECREATION AND PARKS ACCOUNT LOCAL PARK GRANT PROGRAMS, AND THE TEXAS STATE PARK SYSTEM

WHEREAS, the Texas Parks & Wildlife Department (“TPWD”) administers the Texas Recreation & Parks Account Local Park Grant Program (“TRPA”) and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 94 State parks and historical sites in Texas; and

WHEREAS, TPWD has a separate accounts in their general revenue fund referred to as the TRPA and Urban Account for the purpose of providing matching grants to political subdivisions for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences; and

WHEREAS, the matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions; and

WHEREAS, funds granted to political subdivisions under the TRPA and Urban Account guidelines have funded 1,629 projects of the 3,470 submitted over 30 years delivering over \$800 million to the local Texas economy; and

WHEREAS, political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry; and

WHEREAS, the TRPA, Urban Account, and State parks are funded from sales tax on sporting goods and that the development of new parks stimulates the purchase of sporting goods; and

WHEREAS, the maintenance and improvements of State park and historic sites and the addition of new parks is a priority to Texans due to the State’s expanding population and extensive tourism industry; and

WHEREAS, the development of parks encourages and promotes public health, economic development, job creation, education, corporate relocations, an improved quality of life, and juvenile crime prevention; and

WHEREAS, funds are needed for major repairs at state parks and for the acquisition and development of parks and facilities; and

WHEREAS, it is the desire of this City Council that a copy of this resolution with appropriate names affixed be presented to the Governor of Texas and the leadership of the 83rd Texas Legislature.

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

1. That members of the 83rd Legislature of Texas seek passage of legislation maximizing the use of revenue from the sporting goods sales tax to increase funding for parks and recreation programs for both Local and State parks and that all TRPA and Urban Account funded park projects be subject to the established TPWD competitive scoring system.
2. That members of the 83rd Legislature of Texas restore funding to the TRPA and Urban accounts in the amount of at least \$15.5 million per year.

PASSED AND APPROVED by the Murphy City Council on this the 27th day of November 2012.

APPROVED:

Mayor Bret Baldwin

ATTEST:

City Secretary

**Murphy City Council
Regular Meeting
November 27, 2012**

Issue

Consider and / or act upon approval of a Memorandum of Agreement (MOA) with the North Central Texas Trauma Regional Advisory Council (NCTTRAC) for participation in the Emergency Medical Task Force (ETMF).

Background

In times of emergency, pending or actual, the state activates ambulances from all regions to perform duties necessary to providing care for those affected by the emergency. This may be in the form of responding to an area of our state, in advance of a pending emergency, and moving patients to other facilities outside of the anticipated region. Or, being dispatched to a facility such as the Joint Reserve Base in Ft. Worth in order to accept patients that are being relocated into the Dallas Fort Worth region and transporting those patients to local facilities.

Other times, the state may send the ambulances into an actual developing emergency in order to supplement the local efforts.

This MOA at times will be for personnel only to staff a bus configured as a mass ambulance (AMBUS). The AMBUSs in our region are located in Sherman and Frisco. Our personnel would be assigned to one of the buses and deployed into the region of impact.

Without the signed MOA Murphy Fire Rescue would not be allowed to participate in this valuable program allowing paramedics in one region to support operations in another region. There is no expectation from Texas Department of State Health Services (DSHS) or the NCTTRAC that in order to receive assistance under this program that an agency must sign the agreement. This is only an agreement to provide services and under what terms reimbursement is to be made.

Previously, Murphy City Council approved a MOA with DSHS for these same purposes. In order to streamline the activation and reimbursement this has undergone a division of labor and has been delegated to the Lead Regional Advisory Councils (RACs) in our state. This MOA replaces the one previously approved in November 2011.

Financial Considerations

The City of Murphy would be reimbursed for the labor and vehicle expenses associated with a deployment including necessary backfilling overtime personnel to fill vacancies left in Murphy by the personnel deployed.

The attachment lists reimbursement rates and details.

Other Considerations

Board/Staff Recommendation

Staff recommends approval of the signing a Memorandum of Agreement with the North Central Texas Trauma Regional Advisory Council (NCTTRAC) for participation in the Emergency Medical Task Force (ETMF).

Attachments

NCTTRAC EMTF Resource MOA 09-25-2012

Mark Lee, Fire Chief

Submitted By

City Manager Approval

TEXAS EMERGENCY MEDICAL TASK FORCE
RESOURCE MEMORANDUM OF AGREEMENT

This Texas Emergency Medical Task Force Memorandum of Agreement (“TX EMTF MOA”) is entered into by and between a Department of State Health Services-designated Lead Regional Advisory Council (“Lead RAC”) North Central Texas Trauma Regional Advisory Council (NCTTRAC), properly authorized to do business in the state of Texas, and _____, as a Resource hereafter referred to as Resource that wishes to participate as a member of Emergency Medical Task Force (“EMTF”) in Region 2 (collectively, “the Parties”).



TERM: Ongoing until cancelled by either party with notice to the other.

1) Purpose:

The purpose of this TX EMTF MOA is to establish a mechanism for the utilization and coordination of emergency medical resources and assets in the event of an emergency or disaster, for training purposes, or any other purpose as determined by the Lead RAC, EMTF Region, or DSHS. Assets may be those in the possession of the Hospital Preparedness Program (HPP) “Contractor” or “Subcontractors,” as well as others identified through local and regional planning efforts and subcontractor agreements. Additional purpose statements are included in subsequent sections, appendices, and addenda of this document that relate to specific equipment, supplies, and personnel.

2) Activation & Documentation:

A) Activation

- 1) This agreement may be activated for a State tasked deployment, only by written notification (the “State Mission Assignment”) by the designated DSHS SMOC Director or his/her designees.
- 2) This agreement will be activated by written notification (the “State Mission Assignment”) by the designated Lead RAC official.
- 3) Activation, pursuant to this TX EMTF MOA, may occur at any time, day or night including weekends and/or holidays, only after an official written State Mission Assignment has been sent to the designated Agencies contact(s).
- 4) The Resource acknowledges that assets and/or resources may be requested for activation for any purpose in Section 1.
- 5) Lead RAC will reimburse the Resource the amount funded to the Lead RAC by

DSHS, after submission of completed required documentation per this agreement, for actual costs allowable by DSHS incurred in order to make the assets and/or resources ready for deployment and all allowable costs incurred under the State Mission Assignment, from the time of activation through demobilization as per the Reimbursement section of this agreement (Section 5).

6) The Resource must acknowledge receipt of the State Mission Assignment within one (1) hour and must accept or decline the Mission within two (2) hours of receipt. Upon acceptance of the State Mission Assignment, the Assets must be enroute to the designated mission within the parameters of the State Mission Assignment.

7) For cost reimbursement purposes, the Mission will start when the Asset is activated to be “made-ready” for deployment and will conclude at the time the deployed Asset is ready for re-deployment from its home base after the Lead RAC issues a Demobilization Order or the terms of the State Mission Assignment have been met.

8) The State Mission Assignment will include, at a minimum, the following:

- (a) Authorization to activate;
- (b) List of resources or assets requested;
- (c) Number and qualifications of personnel for the activation;
- (d) Reimbursement processes for personnel & resources activated, including backfill as defined in Appendices A-D.
- (e) Description of activities (including purpose, location to report, etc.); and
- (f) Expected duration of the deployment.

B) Documentation Within four (4) hours of acceptance of the activation, the Resource will receive the official packet containing the State Mission Assignment and reimbursement forms.

3) Terms & Community Support:

A) Terms

1) The Lead RAC shall:

- (a) Activate sufficient In-place assets, to include personnel, to effectively implement the State Mission Assignment.
- (b) Efficiently notify and deploy Agencies as defined in the State Mission Assignment.
- (c) Ensure all Agencies have a current, executed TX EMTF MOA in place at the time of Activation.
- (d) Assure detailed records of expenditures and time spent by Deployed and In-place Assets are complete, accurate, and have adequate supporting documentation as determined by DSHS.
- (e) Establish and maintain a roster of all deployed personnel and resources to facilitate accountability.
- (f) Maintain a list of Resource contacts and back-ups for Activation and Mutual Aid purposes, including name, e-mail address, and primary/secondary phone numbers.
- (g) Maintain a list of 24/7 contact information for all activated Agencies.

- 2) The Resource shall:
 - (a) Certify that all assets (personnel, resources, and equipment) meet all licensing, training and certification requirements related to his/her/its particular profession and/or mission.
 - (b) Make necessary travel arrangements for its deployed assets. Travel reimbursement will be at State of Texas rates unless otherwise agreed in writing prior to deployment.
 - (c) Ensure deployed personnel are rostered as employees of the Resource.
- 3) Term of this agreement
 - (a) Term of this agreement shall begin on the date TX EMTF MOA is signed by the second of the two Parties. This TX EMTF MOA may be terminated by either Party with thirty (30) days written notice to the other Party.

B) Community Support

- 1) This agreement is not intended to replace any mutual aid agreements or compacts that a Resource legally has in place in support of its community.

4) Legal Liability & General Financial Liability:

A) Legal Liability

- 1) Resource shall have no right, and does by this agreement waive its right, to file a claim(s) against DSHS, the State of Texas, and the Lead RAC for any personal or property injuries, damages or requests for State subrogation for any tort that they may incur during activation or arising therefrom, or any other claims filed against them as a result of their activities during activation. DSHS, the State of Texas, and the Lead RAC do not waive any immunity from suit or liability that they may have under state/federal laws and the Texas constitution notwithstanding the above. To the extent that Resource is a local governmental entity, unit of State government, or a Texas political subdivision, the waivers provided herein are further subject to state law and the Texas constitution which may make them unenforceable in whole or in part.
- 2) Resource shall assume responsibility for liability claims, malpractice claims, disability claims, workers' compensation claims, attorneys' fees, and other incurred costs.
- 3) Resource shall assume responsibility for their own acts of negligence.

B) Financial Liability

- 1) The Resource shall continue to assume legal and financial responsibility of the personnel and equipment during the time of activation or deployment.

5) Reimbursement:

A) Summary

DSHS, in conjunction with the EMTF program, is committed to timely reimbursement of EMS agencies and other entities that provide resources and personnel in times of disaster activation.

The steps below outline the process for DSHS to reimburse the provider within 45 days after a complete and accepted reimbursement packet is received at DSHS.

EMS agencies are encouraged to file their reimbursement packets through their Lead RAC as quickly as possible to ensure timely reimbursement from DSHS and no later than 6 (six) months after the demobilization.

The 45 day reimbursement timeline will begin only after a completed and accepted reimbursement packet is accepted at DSHS.

B) Process

- 1) The Resource submits reimbursement packet to the Lead RAC
- 2) Lead RAC review the Packet for completeness
 - (a) If complete, the Lead RAC will invoice DSHS and include the packet for reimbursement
 - (b) If not complete, the Lead RAC will work with the Resource to complete the packet then submit and invoice with the packet for reimbursement.
- 3) DSHS will review the packet received
 - (a) If complete, DSHS will provide reimbursement to the Lead RAC.
 - (b) If incomplete,
 - (i) DSHS will work with the Lead RAC, or directly with the Resource if appropriate, to identify the corrective action needed.
 - (ii) Once complete, DSHS will provide reimbursement to the Lead RAC.
 - (c) After receipt of the reimbursement from DSHS, the Lead RAC will provide reimbursement to the Resource.

6) Credentialing:

A) The Resource shall certify that all personnel meet all licensing, training and certification requirements related to his/her particular profession and/or mission.

B) When responding to a licensed hospital/healthcare facility, the authorized administrator (or designee), of the requesting/impacted facility, shall be responsible for providing a mechanism for granting emergency credentialing privileges for physicians, nurses, and other licensed or certified healthcare providers to provide services.

7) Ambulance Strike Teams:**A) Purpose:**

- 1) The purpose of this section is to establish a mechanism to mobilize properly staffed and equipped Ambulances to be deployed in an Ambulance Strike Team (AST) configuration (five (5) ambulances and an AST Leader) or other configurations as deemed appropriate for the mission (i.e. individual ambulance resources) as provided for in this TX EMTF MOA.
- 2) The Lead RAC has been tasked to enter into MOU/MOAs with EMS Agencies to provide a minimum of five (5) ASTs from its EMTF regional area.

B) Terms for Agencies;

- 1) The Resource and its assets must meet the following criteria:
 - (a) Must be DSHS Licensed EMS Provider
 - (b) Must have at least twelve (12) months of experience providing local and/or long distance emergency medical services to live human beings in the State of Texas.
 - (c) Must maintain a business office within the boundaries of the State of Texas.
 - (d) Must adhere and abide by all federal, state and local laws and must adhere and abide by the Texas Health & Safety Code, Chapter 773, Emergency Medical Services and the Texas Administrative Code, Title 25: Health Services, Chapter 157: Emergency Medical Care during the time of its deployment to provide mutual aid in a pending or actual disaster and must adhere and abide by all laws and rules at all times.
 - (e) Must keep detailed records (utilizing the DSHS and/or Lead RAC packet of documents/forms) of the services requested and fulfilled, and provide those records, as requested, to the Lead RAC to include, but not be limited to:
 - (i) Patient Care Records;
 - (ii) Patient demographics, including patient(s) insurance information;
 - (iii) A Time Log Record form of activities
 - (f) Must keep all receipts of expenditures during deployment, and submit all requested information for reimbursement on the provided documentation for prompt reimbursement under this TX EMTF MOA.
 - (g) Must be required to be self-sufficient for 72 hours and should be aware that personnel could be living in austere field conditions.
 - (h) Resource must meet DSHS requirements for minimum, lawful staffing per that DSHS licensed ambulance level.
 - (i) This TX EMTF MOA calls for each ambulance to have the minimum number of individual crew members as required by license, per vehicle deployed. Additional crew or support staff members, and any vehicles they may require, must be included in the State Mission Assignment to be eligible for reimbursement.
 - (j) The DSHS Licensed ambulance provider must bill primary sources of

reimbursement, such as Medicaid, Medicare, private insurances or third party providers before sending an invoice to the Lead RAC. The DSHS Licensed ambulance provider must submit to the Lead RAC within ninety (90) days proof of denial, proof of payment, or request for reimbursement for each patient that is transported. ** This requirement may only be excused by DSHS issuing a statement or memorandum of such to the Lead RAC for this activation. The provider must reimburse DSHS if they receive primary source or third party reimbursement after receiving payment from DSHS.
(k) EMS Provider will be reimbursed at the rates in Appendix A.

8) Professional Staff:

A) Purpose:

The purpose of this section is to establish a mechanism whereby certified or licensed professional medical or support staff may be deployed to provide various clinical or support services as requested by the Lead RAC.

B) Description

1) As the Lead RAC enters into MOU/MOAs with DSHS EMS Providers for EMS Staffing. The following list is representative of the principle tasks EMS Personnel might be activated to accomplish:

- (a) Medical support provided on buses (coach type bus or school bus) designated to evacuate individuals with medical needs (estimated to be from 2 to 5 EMS Personnel and/or nursing staff per bus). Bus evacuees will primarily be from hospitals, nursing homes, or are the general public who have medical needs and require medical oversight during evacuation, but do not meet ambulance transport criteria.
- (b) Field supervision or ASTLs who will manage Ambulance Strike teams comprised of 5-7 ambulances and or AMBUS(es) and will report to the appropriate Incident Command structure.
- (c) Uniquely tasked EMS personnel who will serve at any level in the Governor's Division of Emergency Management Incident Command structure as assigned. This could include an air/ground coordination team in a DDC, Medical Incident Support Team (M-IST) members, the State Operations Center or Medical Operations Center, a Regional Medical Operations Center, or in the disaster zone, and will be responsible for managing strike team leaders, task forces, and some individual ambulance assets.
- (d) Ambulance staging management and support.

2) As the Lead RAC enters into subcontracts with other entities or individuals to provide professional medical staffing (physicians, nurses, other medical professionals), technical and support services that would be used in the deployment of any asset requested by DSHS, the EMTF Region, or the Lead RAC, the following list is representative of the types of assets that might be activated to accomplish the mission:

- (a) Mobile Medical Units (MMUs) as outlined in this agreement.
- (b) Other mobile shelters, vehicles, or trailers that may be used for command, communications, storage, and any other identified reason in support of the mission identified by DSHS.

C) Terms for Resource;

- 1) The Resource and its assets must meet the following criteria:
 - (a) If the Professional Staff is deployed to provide patient care, his or her organization must have at least 12 months of continuing experience providing medical services to live human beings in the State of Texas or being an employee of an existing hospital providing direct patient care.
 - (b) Must maintain a business office within the boundaries of the State of Texas.
 - (c) Must abide by all federal, state, and local laws.
 - (d) Will only deploy staff upon receipt and under the terms of the State Mission Assignment as described in Section 2: Activations & Documentation.
 - (e) Will only deploy Resource employed staff as follows:
 - (i) EMS personnel must be currently certified or licensed in Texas at the EMT-Basic level or above and who have no disciplinary actions pending or under investigation that the Resource is aware of.
 - (ii) Registered Nurses must be currently and routinely practicing in an acute care environment providing direct patient care and who have no disciplinary actions pending or under investigation that the Resource is aware of.
 - (iii) Physicians must be affiliated with a healthcare Resource (either directly or through a physician's group) and have no disciplinary actions pending or under investigation that the Resource is aware of.
 - (iv) Any other clinical staff must be employed by a healthcare Resource in a position with the same scope of practice as their role in the activation and have no disciplinary actions pending or under investigation that the Resource is aware of.
 - (v) Any non-clinical staff must be also employed by the Resource.
 - (f) Will deploy the personnel ordered by DSHS in configurations designated by the State Mission Assignment.
 - (g) Medical procedures undertaken by deployed EMS staff will be according to protocols approved by the Resource's Medical Director. The MMU will be under the direction of a physician on site.
 - (h) Must assure detailed records of expenditures and time spent by deployed staff are complete, accurate, and have adequate supporting documentation.
 - (i) Will ensure deployed personnel are self-sufficient for 72 hours or as detailed in the State Mission Assignment and should be aware that they could be living in field conditions.
 - (j) Must ensure that all deployed staff carries proof of his or hers individual certifications and/or licenses as a Texas healthcare professional and a form of picture identification with them at all times.
 - (k) Must assume responsibility for liability claims, malpractice claims, disability claims, workers compensation claims, attorneys' fees, and other incurred costs.

9) Mobile Medical Units, Equipment, and Supplies:**A) Purpose:**

1) The purpose of this section is to establish a mechanism for Mobile Medical Units (“MMUs”), which may include clinical personnel, support personnel, equipment or any combination of the above per the State Mission Assignment, to be deployed for any purpose defined in the TX EMTF MOA

B) Description:

1) The Lead RAC may enter into Subcontracts with other RACs, hospitals, governments, or other entities to provide one or more MMUs to meet the Purpose of this TX EMTF MOA including:

- (a) Non-critical care capability
- (b) Emergent care capability
- (c) Temporary healthcare infrastructure
- (d) Isolation capability, or as a
- (e) Physical structural asset

C) Minimum requirements for a fully staffed MMU:**1) (Clinical and Support staffing) are:**

- (a) Sixteen bed capacity
- (b) Staffing of teams sufficient to support MMU operations based on capability as defined in the State Mission Assignment
- (c) Minimum staffing per shift for each team includes clinical and logistics staffing as defined for the primary mission in the State Mission Assignment and consistent with DSHS typing.
- (d) Clinical Staff may include MD/DOs, RNs, Paramedics/EMTs, MLPs (PAs/APRNs), Pharmacy Technicians, clerks, etc.
- (e) Logistics/Support Staff to support maintenance, electrical, HVAC, communications, transportation, set-up, and demobilization as agreed to by DSHS at the time of mobilization
- (f) Supplies sufficient to fulfill primary mission per the State Mission Assignment for 72 hours
- (g) The Resource will schedule its MMU assets and estimated deployment costs in Appendix D.

10) AMBUS(es)**A) Purpose:**

1) The purpose of this section is to establish a mechanism whereby properly staffed and equipped AMBUS(es) may be deployed for mass transportation and/or care of sick and/or injured persons or to provide aid in a pending or actual disaster as provided in this TX EMTF MOA.

B) Description:

1) The Lead RAC may enter into MOU/MOAs with EMS Providers, hospitals, RACs or governmental entities which:

- (a) Possess an AMBUS(es).
- (b) The AMBUS will be licensed as a Specialty EMS Vehicle by DSHS.

- (c) The AMBUS will be staffed with trained and credentialed staff sufficient to maintain operations
- (d) The minimum staffing per shift are:
 - (i) Properly licensed vehicle driver
 - (ii) Crew Chief
 - (iii) 2 – Paramedics
 - (iv) 2 – EMTs or above
- (e) The Resource will provide its AMBUS asset(s) list and estimated deployment cost with Appendix B.

11) Miscellaneous

A) State Law. If state law applicable to the relationship between Resource and Lead RAC contains additional or more stringent requirements than federal law regarding any aspect of PHI privacy, then the Parties agree to comply with the higher standard contained in applicable state law.

B) Consideration. Each Party recognizes that the promises it has made in this Agreement shall, henceforth, be relied upon by the other Party in choosing to continue or commence a business relationship with the other Party.

C) Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as may be required by federal or state law.

D) Acceptance of Mission. Each Party understands and agrees that a Resource has the ability to accept or reject a Mission.

E) Notice to Lead RAC. Any notice required under this Agreement to be given to the Lead Resource shall be made in writing to:

Lead RAC: North Central Texas Trauma Regional Advisory Council
Attn. to: Executive Director
Address: 600 Six Flags Drive, Suite 160
City, State: Arlington, Texas
Zip: 76011

With copy to: The Remington Law Group, PLLC
Attn. to: William P. Remington
Address: 416 West 8th Street
City, State: Dallas, Texas
Zip: 75208

F) Notice to Resource. Any notice required under this Agreement to be given Resource shall be made in writing to:

With copy to:

G) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law.

H) Transfer or Assignment

- 1) This agreement may be assigned or transferred, if a new Lead RAC is assigned, without requiring the Agency to resign the agreement. The newly designated Lead RAC will send a notice to the Resource with a current, printed copy of the MOA and a NOTICE advising the Resource of the new Lead RAC.
- 2) The NOTICE will include the new Lead RAC information (SECTION 11-E)
- 3) The NOTICE will also include a new Signature section as executed by the new Lead RAC
- 4) Otherwise, neither party may assign, transfer, delegate, or sublicense any of its rights or obligations under this Agreement without the prior written consent of the other party

I) Entire Agreement. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto

Lead RAC: NCTTRAC

North Central Texas Trauma Regional
Advisory Council

Lead RAC Legal Name

Resource Legal Name

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

APPENDIX A

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for EMS Assets:

A) Lead RAC will coordinate reimbursement of a base rate for:

BLS, ALS, and MICU ambulances as per the current fee schedule.

B) with Volunteer Personnel:

1) Lead RAC will reimburse:

(a) Labor Rate of:

- (i) \$20.00 for paramedic,
- (ii) \$17.50 for EMT Intermediate,
- (iii) \$13.50 for EMT basic

for each hour the staff are deployed, plus overtime at time and a half the established rate for any hours worked over 8 within each 24 hour period.

(b) Personal Cost: Maximum of \$50.00 per crew member per deployment (Total of \$100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items may include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to the Lead RAC when the DSHS EMS Licensed Provider submits an invoice to the Lead RAC.

C) Resource with Paid Personnel:

1) Lead RAC will reimburse:

- (a) Actual labor costs
- (b) Fringe benefits for two (2) crew members per ground ambulance.
- (c) The overtime cost (1/2 time) of staff required to fill the regular scheduled shift of staff deployed.
- (d) Personal Cost: Maximum of \$50.00 per crew member per deployment (Total of \$100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items may include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to the Lead RAC when the DSHS EMS Licensed Provider submits an invoice to the Lead RAC
- (e) Repair of damaged equipment; if applicable.

Ambulance Reimbursement Table

Item	Metric	BLS	ALS	MICU
Vehicle – one Ambulance	Per hour	\$35.00	\$40.00	\$40.00
Per Diem – based on \$35.00 per day/per person of a two person Amb. crew or six person AMBUS crew	Per hour	\$2.92	\$2.92	\$2.92
Medical Supplies Cost – Based on daily rates (BLS \$240.00 per day each)(ALS \$288.00 per day each)(MICU or AMBUS \$360.00 per day each)	Per hour	\$10.00	\$12.00	\$15.00
Reimbursement Rates	Per hour	\$47.92	\$54.92	\$57.92

APPENDIX B

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for AMBUS Assets:

A) Lead RAC will Reimburse:

- 1) Uncompensated salary costs of staff to “make ready” the Assets for deployment once the State Mission Assignment has been issued; documentation must be submitted for proof of payment;
- 2) Actual hourly labor costs of deployed staff plus fringe benefits
- 3) The overtime cost (1/2 time) of staff required to backfill the regular scheduled shift of staff deployed
- 4) Fuel;
- 5) Shipping/transportation fees;
- 6) Daily usage fee;
- 7) Actual cost for food and lodging will be reimbursed at the rates established by the State Comptroller;
- 8) Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs;
- 9) Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment;
- 10) Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller’s office. No other expenses related to the use of personal vehicles will be reimbursed;
- 11) Repair of damaged equipment; if applicable.

AMBUS Reimbursement Table

Item	Per Hour	Per Day
AMBUS	\$40.00	\$960.00
Per Diem – based on \$35.00 per day/per person of a six person AMBUS crew	\$8.75	\$210.00
Supplies	\$15.00	\$360.00
Reimbursement Rates	\$63.75	\$1530.00

APPENDIX C

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for Professional Staff Assets:

A) Lead RAC will reimburse:

1) Paid staff:

- (a) Actual hourly labor cost of deployed staff plus fringe benefits.
- (b) Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs (airline travel, rental vehicle, parking, etc.).
- (c) The overtime cost (1/2 time) of staff required to fill the regular scheduled shift of staff deployed.

2) Vehicles

- (a) Resource -owned vehicles that will be used during deployment for field supervision or team leaders will be reimbursed at daily FEMA established rate per hour for vehicle type.
- (b) Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment;
- (c) Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller's office. No other expenses related to the use of personal vehicles will be reimbursed.

3) Support trailers or Vehicles

- (a) Resource owned vehicles or trailers that are not supervisor vehicles may be used by deployed personnel if approved on the State Mission Assignment. Reimbursement for these Assets shall be reimbursed at the current FEMA published rate.

4) Repair of damaged equipment; if applicable.

APPENDIX D

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for MMU Assets:**A) Lead RAC will Reimburse:**

- 1) Uncompensated salary costs of staff to “make ready” the Assets for deployment once the State Mission Assignment has been issued; documentation must be submitted for proof of payment;
- 2) Uncompensated salary costs of staff deployed with assets for set up and management; documentation must be submitted for proof of payment;
- 3) Actual hourly labor costs of deployed staff plus fringe benefits;
- 4) The overtime cost (1/2 time) of staff if required to backfill the regular scheduled shift of staff deployed.
- 5) Fuel;
- 6) Shipping/transportation fees;
- 7) Daily usage fee;
- 8) Actual cost for food and lodging will be reimbursed at the rates established by the State Comptroller;
- 9) Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs;
- 10) Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment;
- 11) Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller’s office. No other expenses related to the use of personal vehicles will be reimbursed
- 12) Supplies used; and
- 13) Repair of damaged equipment; if applicable.

Appendix E

DEFINITIONS

Ambulance – an EMS vehicle that is licensed as an “ambulance” in the State of Texas to the level designated or an EMS vehicle from another state that has been given legal authority by the State of Texas to operate as licensed ambulance in Texas during the current event.

Ambulance Strike Team (AST) – a configuration of five like-typed Ambulances with an Ambulance Strike Team Leader. ASTs are typed by capability.

Ambulance Strike Team Leader (ASTL) – an ASTL credentialed EMS individual, approved by DSHS, assigned to function in a supervisory capacity over EMS resources (usually ASTs), with appropriate, separate transportation.

AMBUS – an Ambulance Bus which is licensed as a “specialty vehicle” ambulance in the State of Texas.

Assets – collectively all personnel, equipment, supplies, and services that may be deployed, utilized, or coordinated by the Parties under this TX EMTF MOA, including RAC staff.

Contractor – an organization that is a Contractor with DSHS for the purposes of managing the Hospital Preparedness Program in a Trauma Service Area.

Deployed Assets – any Asset activated to respond to a State Mission Assignment.

District Disaster Committee – as defined by the Texas Government Code, it is the coordination point for the disaster districts within the State and the point of local coordination between an RMOC and the Governor’s Division of Emergency Management Incident Command Structure.

DSHS – Texas Department of State Health Services

Emergency or Disaster – any incident declared as an “emergency” or a “disaster” by the State of Texas. May be used independently or collectively.

EMS Personnel – an EMS professional licensed or certified by DSHS, to include EMT, EMT-I, EMT-P and Licensed Paramedics.

EMS Provider – an agency licensed in the State of Texas to provide ambulance service.

In-place Assets – any Asset activated in support of the RAC’s ability to implement this TX EMTF MOA.

Lead RAC Activation – the initiation of the terms of this TX EMTF MOA by a State Mission Assignment from the Lead RAC as authorized in Section 2 A of this document.

Lead RAC State Mission Assignment – the mobilization paperwork authorizing the response of the Resource as specified in the State Mission Assignment.

Mission – the Asset specified objectives, goals, etc. as outlined in the State Mission Assignment, including but not limited to destinations, tasks, command support roles, etc.

Mobile Medical Unit (MMU) – a rapidly deployable structure capable of providing medical care in a 16 bed configuration, to include the infrastructure support and staff for its set up and operational use. An MMU alone does not automatically include a clinical staff. A “Staffed MMU” includes the clinical staff configuration.

Parties – the Parties to this TX EMTF MOA, specifically the designated, signing Lead RAC and the Resource.

RAC – an authorized Regional Advisory Council designated by DSHS

Regional Medical Operations Center (RMOC) – a regional medical coordination center, managed at the RAC or multi-RAC (EMTF region) level, in coordination with the Governor’s Division of Emergency Management Incident Command Structure to include local DDCs, the SOC, and the DSHS State Medical Operations Center (SMOC).

RN Strike Team (RNST) – a configuration of five like-typed Registered Nurses of which one will be the RN Strike Team Leader. RNSTs are typed by capability.

Staffed MMU – a clinically staffed, 16 bed capable, rapidly deployable Mobile Medical Unit, utilizing the staffing requirements as approved by DSHS

State Mission Assignment -- paperwork authorizing mobilization response of Resources

Subcontract(s) – the agreement(s) made by the RACs to implement this TX EMTF MOA or manage HPP resources.

Subcontractor – a Resource that is a subcontractor with a RAC for the purposes of implementing this TX EMTF MOA or managing HPP resources.

Training Events – an event approved under this TX EMTF MOA to activate Assets for the purposes of readiness and education of team members.

TX EMTF MOA – this specific Memorandum of Agreement

Warning Order – the initial written notice of a pending State Mission Assignment from DSHS notifying the Lead RAC of the possibility of Activation and possible request to determine the initial availability of Assets.

Appendix F

Asset Information

The following information is needed for planning purposes only. These numbers are not binding. Each Agency will have the option to accept or reject each deployment. Each Agency will also determine the quantity of assets available to deploy.

Please do NOT provide minimal numbers but provide the most accurate estimate of what could be deployed when called upon, if in a scenario that will have minimal impact locally.

The planning numbers should allow Coastal agencies to give real numbers of what could send to a wildfire understanding the same assets could not be provided in a Hurricane situation.

Agencies will have the ability to deploy more or less than the planning numbers listed below.

Agency Name

Provider / License #

Agency Mail Address

Agency City

Agency Zip

Agreement Signatory

What Position (and above) can approve Deployments

Deployment Contact #

Deployment Email to:

Expiration / Renewal Date

Does each deployable EMS Unit have a VHF Mobile radio (Not HT) with TX InterOp channels?

(_____ VHF-Yes) (_____ VHF-No)

TX MICUs

Type I ALS
w/ HazMat

Type II ALS
non-HazMat

Type III BLS
w/ HazMat

Type IV BLS
non-HazMat

Strike Team
Leader

Command
Center

AMBUS

Mobile
Medical Unit

Support
Trailer

M-IST
(Medical
Incident
Support)

ASM
(Ambulance
Staging
Manager)

Task Force
Leaders

EMS Group
Supervisors

Doctors

Mid-Level
Practitioners

Nurses

Paramedics
(not on
AMB/AMBUS)

EMT-
Intermediate(not
on
AMB/AMBUS)

EMT-Basic
(not on
AMB/AMBUS)

Tech

Clerk

Logistical
Crewman

Command
Staff

Issue

Consider and take action, if any, on the approval of the Request for Proposal (RFP) for Solid Waste Collection and Disposal and Recycling Collection and Processing Services.

Staff Resource / Department

James Fisher, City Manager

Summary

In March of 2008, a solid waste collection contract was awarded to Waste Management for a 5-year period ending March 31, 2013. On November 12, 2012, City Council directed staff to notify Waste Management of non-renewal of contract and to solicit proposals. A letter was sent to Waste Management notifying them of non-renewal on November 20, 2012.

Staff has drafted the attached Request for Proposal (RFP) for Solid Waste Collection and Disposal and Recycling Collection and Processing Services. If approved, I would propose the following schedule:

- November 27th: City Council review and approve RFP
- Week of December 3rd: Deliver request for proposals to vendors and post on the City of Murphy website
- December 17th: Pre-submission Conference at 10:00am
- December 21st: 3:00pm deadline for questions
- January 14th: Request for proposals due at 10:00am
- February 5th: City Council will consider and take action regarding Solid Waste Collection, Disposal and Recycling Collection Services Agreement
- April 1st: New Agreement is effective and begins within the City of Murphy

Action Requested

Council approval of the Proposed Request for Proposal (RFP) for Solid Waste Collection and Disposal and Recycling Collection and Processing Services.

Attachments

- 1) Proposed Request for Proposals (RFP) Solid Waste Collection and Disposal and Recycling Collection and Processing Services



CITY OF _____
MURPHY
LIFE LIVED AT YOUR PACE

December 3, 2012

**REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION AND DISPOSAL
AND RECYCLING COLLECTION AND PROCESSING SERVICES
RFP # 12-2012**

Pre-Proposal Conference:	December 17, 2012 at 10:00am, Murphy City Hall, City Council Chambers
Questions Deadline:	December 21, 2012 at 3:00pm
Proposals Due:	January 14, 2013 at 10:00am

Proposals for the services specified will be received by the City of Murphy until the date and time as indicated above. Please submit one (1) original proposal, three (3) copies of the proposal in hard copy only, and one (1) copy of the proposal in CD-Rom format.

Delivery and Mailing Address: **City of Murphy
Attn: James Fisher, City Manager
206 North Murphy Road
Murphy, Texas 75094**

Late submissions will not be considered. Proposals must be submitted with the RFP number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this RFP contact: **James Fisher, City Manager**
972-468-4007
jfisher@murphytx.org

Please note that all submissions must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened.

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

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**CITY OF MURPHY RFP
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NOTICE TO VENDORS

Sealed proposals will be received by the City of Murphy, Texas at the office of the City of Murphy City Manager's Office until 10:00 a.m., local time January 14, 2013, for the purchase of services as follows per proposal instructions and specifications:

**REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION & DISPOSAL
AND RECYCLING COLLECTION & PROCESSING SERVICES
RFP # 12-2012**

Qualified prospective suppliers may obtain copies of the proposal with information at the office of the City Manager, 2nd Floor, 206 North Murphy Road, Murphy, Texas 75094. Proposals received later than the date and time above will be returned unopened, and will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted.

A pre-submittal conference will be conducted on December 17, 2012, at 10:00 a.m., in the Murphy City Hall, City Council Chambers located at 206 North Murphy Road, Murphy, Texas 75094.

Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to One Hundred Thirty Five Thousand Dollars (\$135,000.00), as a guarantee on the part of the Contractor that it will, if called upon to do so, accept and enter into a contract as may mutually be agreed upon by the City and the selected Contractor which addresses all the material provisions of the proposals and response thereto, to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment.

The Contractor selected by the City will be awarded the Contract through an ordinance of the City approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law. The defined terms appearing in the General Specifications apply to all Contract Documents.

The successful Contractor shall furnish proof of insurance prior to contract award in the form of an insurance certificate and endorsements to the City of Murphy.

The successful Contractor will be required to furnish a \$125,000 Performance Bond, annually, for the term of the contract as security for the faithful performance of this Contract.

The City Council of the City reserves the right to accept or reject any proposals or any part thereof or any combination of proposals and to waive any or all formalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

No officer or employee of the City of Murphy shall have a financial interest, direct or indirect, in this or any contract with the City of Murphy. Minority and small business vendors are encouraged to submit a proposal on any and all City of Murphy projects.

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

CALENDAR OF EVENTS

SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Monday, December 3, 2012	Deliver Request for Proposals to Vendors and post on the Website
Thursday, December 6, 2012 & Thursday, December 13, 2012	Publish Request for Proposal in the Newspaper.
Monday, December 17, 2012	Pre Submission Conference will be held at 10:00 a.m. at City of Murphy Council Chambers, to discuss proposal and requirements.
Friday, December 21, 2012	Deadline for questions at 3:00 p.m.
Monday, January 14, 2013	Request for Proposals due from Vendors at 10:00 a.m.
Tuesday, February 5, 2013	City Council consideration of award of contract with selected vendor.
April 1, 2013	New contract begins.

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SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

**SECTION I:
INSTRUCTIONS TO CONTRACTORS**

1. BACKGROUND

The City of Murphy seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling. Services shall be provided at various City locations as well as residences and businesses according to City ordinances and the Contract Documents.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts: to preserve public health, safety, and welfare. It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

2. SCOPE OF WORK

(a) Residential Service

Solid Waste services provided by the Contractor shall be equivalent or superior to service levels currently provided. Cost of all services and disposal are the responsibility of the Contractor and are to be included in Contractor's price. The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete refuse collection, removal and disposal and recyclable collection and processing. The City currently has approximately 5,200 residential customers billed and collected by the City, and approximately ## non-residential accounts billed and collected by the contractor. The residential solid waste and brush/bulk is currently collected once a week, with once a week recyclable collection. The City's specifications are for residents to continue receiving curbside take-all collection service. The commercial waste is collected as required by the customer.

Current City Residential Collection Schedule:
Thursday

Residential Recycling Collection: The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95 gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

Storm Debris: In the event of a hurricane, tornado, windstorm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the City. The City is not obligated to select Contractor to perform the collection of Storm Event Debris.

(b) Regular Service For City Owned Or Operated Facilities

The Contractor shall make, at no charge to the City, the collection, transportation, and disposal of waste and recyclable materials accumulated by the City at City owned, operated, or other City designated sites on Exhibit A. Future City facilities shall be included at no charge to the City. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers, and recycling

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containers as requested by the City for ongoing or special projects. If the City produces any waste that is hazardous or special waste, the Contractor will provide those services to the City on a cost per service basis. Also, in the event that the City's containers are full and need a special disposal, the Contractor will accommodate the City when possible.

(c) Commercial and Industrial Service

Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or containers as so designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Polycarts will be provided to Commercial Hand Collect customers, with ownership retained by Contractor. Contractor should prepare a monthly report of customers, the number of pick-ups, and revenues collected.

(d) Recycling Processing Site

All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor's failure to abide by obligations of the recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve Contractor's recycling site.

(e) Taxes, Governmental Fees, Charges and Compliance

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. The Contractor shall follow and comply with all environmental regulations and laws pertaining to the provision of the services detailed herein

3. PREPARATION OF THE PROPOSAL/SUBMITTALS

- (a) **A pre-submittal conference will be conducted on December 17, 2012, at 10:00 a.m., in the Murphy City Hall City Council Chambers located at 206 North Murphy Road, Murphy, Texas 75094.**

Respondents are encouraged to prepare and submit their questions in writing in advance of the conference. City's response to these questions may be distributed at the conference. Attendance is optional, but strongly encouraged. Any oral responses provided by City staff at the conference shall be considered preliminary and any written responses given shall be considered an official response. Any oral responses given that is not subsequently confirmed in writing shall not be official or binding on the City. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

- (b) All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE**

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CONTRACTOR. All blank spaces in each Proposal Form together with appropriate exhibits must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Bid. It is the intent of the proposal to determine the lowest possible cost without regard to License or billing fees. All License fees and/or billing fees will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid, License Fee and/or Billing Fee.

- (c) **Submission Information:** Sealed proposals (one original, three copies and one copy in CD ROM format), together with appropriate schedules, will be accepted until 10:00 a.m. on Monday, January 14, 2013 at City of Murphy, City Manager's Office, 2nd Floor, 206 North Murphy Road, Murphy, TX 79094. Each sealed proposal must be clearly marked with the name of firm/Respondent and the description "RFP #12-2012 SOLID WASTE COLLECTION & RECYCLING SERVICES - DO NOT OPEN UNTIL 10:00 A.M, Monday, January 14, 2013".

No telephone or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for or consider missing, lost, or late deliveries. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal received later than the date and time above will not be considered.

- (d) **Proposal Security:** Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to One Hundred Thirty Five Thousand Dollars (\$135,000.00), as a guarantee on the part of the Contractor that it will, if called upon to do so, accept and enter into a contract as may mutually be agreed upon by the City and the selected Contractor which addresses all the material provisions of the proposals and response thereto, to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. The amount of the check or the bond will be returned promptly after the City and the selected Contractor have executed a Contract, or, if no Contractor's Proposal has been selected within one hundred and twenty (120) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as the Contractor has not been notified of the acceptance of its Proposal.
- (e) Any Proposal may be withdrawn prior so long as the request is received in writing from an authorized representative of Respondent prior to the proposal deadline.

4. ADDENDA AND EXPLANATIONS

Requests for additional information shall be made no later than 3:00 p.m. on December 21, 2012 and shall be directed to James Fisher, City Manager via email at jfisher@murphytx.org All requests must be made in writing. Oral explanations will not be binding. Any interpretations, corrections, or changes to this Request for Proposal or specifications will be made by addenda. It is the responsibility of the Respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal. Answers to questions will be published in the form of addenda not later than seven (7) days prior to the date fixed for the opening of Proposals.

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Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

5. FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award is deposited in the U.S. Mail by the City to the Contractor via certified mail, return receipt requested.

The Contractor to whom the Contract is awarded will be required to execute three (3) copies of the Contract and furnish the required proof of insurance and performance bond. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect.

6. CONDITIONS

Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications. It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve Contractor of any obligations with respect to the Contractor's Proposal or to the Contract.

The Contractor shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions the Contractor may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

7. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether a corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be included with the signature of the authorized representative.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

8. COMPETENCY AND QUALIFICATIONS OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

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9. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Proposal:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by financial statements, experience or equipment statements, and/or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- (d) Default on a previous city contract for failure to perform.

10. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed and evaluated on the basis set forth in No. 21 hereof.

11. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

12. METHOD OF AWARD

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineation of the Contract Documents or of the proposal shall render the accompanying proposal non-conforming and subject to (but not requiring) rejection by the City. The City intends to award the Contract within ninety (90) days following the date proposals are publicly opened and read.

13. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire term of the Contract and any agreed extensions thereto. Once waste is picked up by the Contractor, transportation and disposal of the waste is the sole responsibility of the Contractor. Contractor agrees to indemnify the City from any liability, fines or penalties or costs associated with the transportation and deposit of Refuse and Hazardous Waste in the landfill.

14. LICENSE FEE

In consideration of award of the Contract, the Contractor agrees to pay to the City, 5% of the gross amount billed for all services rendered on all commercial and residential accounts by the Contractor from commercial solid waste accounts as a License Fee. This includes all temporary and permanent roll-off dumpsters and all other dumpsters. **Contractor agrees to pay the license fee monthly for all commercial and industrial accounts. The City will collect the license fee for residential accounts.**

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15. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is 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 and correct such violation.

16. DISCRIMINATION PROHIBITED

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

17. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a container for Recyclable Materials clearly marked as "Recyclable Materials" on the lid. Such container shall be a standard recycling bin with a lid and a minimum capacity of 95 gallons. Each container shall be of a type that is accepted by other municipalities with recycling experience. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

18. RECYCLABLE MATERIAL

The Contractor shall provide a single-stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be co-mingled with other recyclable materials. Contractor shall include a list of acceptable recyclable materials.

The following materials shall be included in the recycling program:

- Newsprint
- Office Paper
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- HDPE & PET Plastic Bottles #1, #2
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books
- Plastic Grocery Bags

19. 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.

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The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, Contractor shall protect recycling materials against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

20. TERM

The term of service shall be five (5) years beginning April 1, 2013, with up to three (3) renewal terms of one year pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional one year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, within 60 days of receipt of the written notice, shall approve the extension in writing.

21. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the respondents at any time prior to the final approval of a selected respondent. The City reserves the right to select one or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to the action of the City Council. The criteria to be evaluated may include the following items listed below.

- a) Experience, Background, Qualifications
- b) Proposed Plan for Service delivery, including proposals for optional services
- c) Evaluation of Proposed Pricing Schedule
- d) Compliance with Specifications

The Contractor selected to provide service may be required to submit (in person) its final proposal to the Council at the City Council meeting.

22. IMPLEMENTATION AND OPERATIONS PLAN

The Contractor shall provide an Implementation and Operations Plan detailing the number, type and age of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.

23. REPORTING REQUIREMENTS

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

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- a. Monthly reports, within two (2) weeks of the end of each month detailing:
 - 1. Residential Polycart transactions; participation/set-out rates, etc.
 - 2. Commercial and Industrial hand collection and roll-off container reports by location, size and frequency.
 - 3. Tonnage of recycling and trash collected by category of service
- b. Annual reports each October on the status of the terms and conditions of the License and any points that Contractor believes need to be addressed.

24. EXCLUSIVITY OF CONTRACT RIGHTS

The Contractor shall have the sole and exclusive license, and privilege to provide residential and commercial municipal solid waste and/or residential recycling (**not including storm debris and construction debris, which shall be by independent contract between the producer and any City-registered construction debris collector**) collection and removal within the corporate limits of the City.

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**SECTION II:
STANDARD TERMS & CONDITIONS**

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City.

- A. ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Murphy Purchasing Agent. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this RFP. It is the responsibility of the respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
- C. ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
- E. AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the respondent.
- F. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Murphy will make all change orders to the contract in writing as allowed by law.
- G. COMMUNICATION:** The successful Respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
- H. CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Murphy's Purchasing Office (attached).
- I. CONTRACT ENFORCEMENT:**
 - 1. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
 - 2. In the event the successful Respondent shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall be entitled to terminate the Contract in accordance with the provisions of the Contract included in the Contract documents. .

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- J. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City except in accordance with the City's Ethics Policy.
- K. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- L. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.
- M. FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- N. INDEMNITY AGREEMENT: EXCEPT AS HEREINAFTER SET FORTH, THE SUCCESSFUL RESPONDENT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF MURPHY AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES, EXPERT WITNESS FEES AND OTHER COSTS ARISING OUT OF OR RESULTING FROM NEGLIGENT PERFORMANCE OF THE SERVICES SET FORTH IN THE SUCCESSFUL RESPONDENT'S PROPOSAL, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY BUT ONLY TO THE EXTENT CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF THE RESPONDENT, A SUBCONTRACTOR OF THE RESPONDENT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED OR CONTRACTED BY THE RESPONDENT OR ANYONE FOR WHOSE ACTS THE SUCCESSFUL RESPONDENT MAY BE LIABLE.**
- O. INVOICES:** Each invoice shall contain the successful Respondent's name and address, City of Murphy's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Murphy, Attention Accounts Payable, 206 North Murphy Road, Murphy, Texas, 75094.
- P. LATE SUBMITTALS:** The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the City Manager's Office, for confirmation of receipt you may contact James Fisher, City Manager at jfisher@murphytx.org or 972-468-4007.
- Q. MINIMUM STANDARDS FOR RESPONSIBLE RESPONDENT:** A Respondent must affirmatively demonstrate Respondent's responsibility. A Respondent must meet the following requirements:
1. Have adequate financial resources or the ability to obtain such resources.
 2. Be able to comply with the instructions, specifications, terms and conditions.
 3. Have a satisfactory record of performance.

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- 4. Have a satisfactory record of integrity and ethics.
- 5. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

- R. PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
- S. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- T. PRICES HELD FIRM:** All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City.

If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.

- U. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
- V. REFERENCES:** The City requests each Respondent to supply, with its Proposal, a list of at least five (5) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- W. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or determined by the Attorney General.
- X. REQUIRED DOCUMENTATION:** In response to this request for proposal, all documentation required by this RFP must be provided.
- Y. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1410102.
- Z. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- AA. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- BB. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with

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any subcontractors. The Consultant is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- CC. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Murphy, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.

- DD. TERMINATION OF CONTRACT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

- EE. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

- FF. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Collin County, Texas, where venue for any proceeding arising hereunder will lie.

- GG. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the Respondent prior to the proposal deadline.

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**SECTION III:
GENERAL SPECIFICATIONS**

1.00 DEFINITIONS

- 1.01 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 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 1.03 Bin (Residential Recycling): See Recycling Container.
- 1.04 Bulky Wastes: All items too large for regular cart collection (no heavier than two men can lift), limited to 6 cubic yards per week: furniture, lawn chairs or equipment, BBQ grills (excluding propane tanks), swing sets or forts, household building/construction/remodeling materials (of project is completed by resident and arranged in a "manageable pile", sheetrock, tile countertops & cabinets (maximum of 4" sections), Brush, Tree Trunk, and other Green Waste up to 10 feet long & 2 feet in diameter, Carpet bundled rolled (maximum of 40 pounds and 4' sections) /Furniture/Doors, Toilet/Bathtub, Garage Cleanups, Wood Fences (without concrete or metal hardware including nails), Washer/Dryers, Refrigerators/Freezers which have CFC's removed by a certified technician), Ovens/Stoves/Hot Water Heaters, Television & Computer Monitors, Lawn Mowers (without fuel in it), Scrap Metal (bicycles, swing set, etc. - when separated from brush pile).
- 1.05 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight.
- 1.06 City: The City of Murphy, Texas.
- 1.07 Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.
- 1.08 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.
- 1.09 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.
- 1.10 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.
- 1.11 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- 1.12 Compactable Waste: Items that can be crushed under the weight of compaction equipment.
- 1.13 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.14 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

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- 1.15 Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.
- 1.16 Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- 1.17 Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
- 1.18 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.
- 1.19 Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- 1.20 Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.
- 1.21 Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321-4347).
- 1.22 Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.23 Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries etc., and consumer electronic equipment that is near or at the end of its useful life.

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- 1.24 Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.
- 1.25 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.
- 1.26 Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.
- 1.26 Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.
- 1.27 Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.
- 1.28 Polycart: A wheeled receptacle with a maximum capacity of 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.29 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.30 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.31 Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.
- 1.32 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 95 gallons.
- 1.33 Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.34 Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.35 Residential Unit: A dwelling within the corporate limits 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 residential dwelling, whether of single or multi-level construction, consisting of four or less 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.

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- 1.36 **Rubbish:** All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

- 1.37 **Shredding:** This service is to enable local residents to dispose of household documents in a secure manner and at the same time recycle 100 percent of the shredded paper. A bonded representative will set up and operate a mobile shredding unit twice a year at a location designated by the City of Murphy to coincide with electronic recycling events. Local residents can bring up to five average- size file boxes of paper documents per household to be securely shredded and recycled. Metal clips and staples do not need to be removed, but cardboard and other heavy paper materials cannot be accepted.

- 1.38 **Solid Waste:** All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

- 1.39 **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.

- 1.40 **Take All Service:** Refers to service level expected of contractor for solid waste collection. Specifically, contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.

- 1.41 **Unacceptable Waste:** Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

- 1.42 **Unusual accumulated:** (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Murphy Public Works Director to be hazardous such as oil, acid, or caustic materials.

- 1.43 **Yard Waste:** Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

2.00 TYPES OF COLLECTION

2.01 Residential Collection:

- 1. At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:
 - A minimum of once weekly “take all” service including residential solid waste and brush/bulky waste collection. Exceptions are unacceptable waste (see definitions).

 - A minimum of once weekly collection of recyclable materials

Comment [A1]: Need to add this service please. Also need to add that it should be provided to the City at no cost to shred City documents that are ready for destruction.

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2. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and require modification of routes, and updates on routes of Contractor.

3. The Contractor shall pick up all acceptable waste generated from a residential premises, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all acceptable brush and trees during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 40 pounds each may be disposed of by Contractor for a rate to be set by contractor and approved by City. At customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.

2.02 Brush/Bulky Wastes Collection: The Contractor shall provide with residential waste collection, weekly service for brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.03 Residential Recycling Collection:

1. The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95 gallon minimum) recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

2. Contractor shall provide free of charge extra recycling bins, as requested by resident, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each resident to replace those from current provider, if required.

3. The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc.

4. Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

2.04 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or containers as so designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

2.05 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances. Contractor shall propose rates for unusual accumulations in its proposal.

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2.06 On-Demand Household Hazardous Waste & E-Waste Collection: Contractor shall offer a proposal for an on-demand program for the collection of household hazardous waste and electronic waste. Residents will be provided with contact information required to place a call for the pickup of said items at resident's location. Pickups shall generally be made within two-to-three weeks of call to schedule service.

3.00 COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 7:00 p.m. Refuse shall be placed at curbside by 7:00 a.m. on the designated collection day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.

3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

3.03 Location of Bins, Bags, and Bundles for Collection: Each bag and/or container shall be placed at curbside for collection by 7:00 A.M. on the designated collection day. (See Curbside definition). When construction work is being performed in the right-of-way, bags and containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any waste not so placed.

3.04 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

3.05 Holidays: The following shall be holidays for purposes of this Contract:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above- mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens.**

3.06 Complaints:

1. Complaints shall be made directly to the Contractor. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. the next business day.

2. If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.

Comment [A2]: Do we want the contractor to handle them or do you still want all complaints to still come to Customer Service to address?

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3. The City shall notify Contactor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.

4. Contractor shall notify all customers about complaint procedures, rules and regulations. Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The City and Contactor will work together to determine the most appropriate method of notification.

5. Contactor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.

6. For an unresolved complaint from a customer, the City Manager or the Manager's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The decision of the City Manager on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the City Manager may request a joint inspection by a representative of the City and a representative of Contractor.

3.07 Collection-Equipment:

1. 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 accounts serviced by Contractor in accordance with this Contract.

2. Collection of garbage 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, where such accumulation shall be dumped.

3. Due to street size variations in the City, the Contractor shall provide equipment that will accommodate such public streets. Special collections shall be made using appropriate equipment. The Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the City and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (i.e., on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

4. 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 in a color and size so as to be legible from 150 feet. No advertising shall be permitted on vehicles.

5. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract.

6. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used.

7. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City.

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8. Contractor shall insure that vehicles are 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.
- 3.08 Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones, with a local or toll-free number for Murphy residents and business representatives, and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.
- 3.09 Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the City Manager or his designated representative and by the City to the Contractor's District Manager. Each party agrees to provide the other with the name and phone number of the employee to be contacted after regular business hours should an emergency arise.
- 3.10 Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number. Such containers shall be maintained in the City approved single color scheme.
- 3.11 Recycling Container: Contractor will provide each Residential Unit and Commercial Unit a container for recyclable materials. The containers will have a minimum capacity of 95 gallons and have lids for protection of paper materials from the weather or be plastic bags. Contractor shall provide free of charge extra recycling bins, as requested by the resident or the business or industrial customer, to replace damaged, lost, or stolen bins.
- 3.12 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA. Contractor shall provide evidence of its right to use the landfill for the term of the Contract.
- 3.13 Spillage:
1. The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall leave proper notification to the customer at the premises to properly contain refuse.
 2. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection.
 3. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
 4. If any customer maintains improper or inadequate containers for the nature, volume or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Contractor may refrain from collecting all or a portion of such refuse and shall notify the City and the customer that refuse has not been removed from his premises on the scheduled collection day; where no notice of non-collection or a change in collection schedule

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has been received from Contractor, the City may investigate. If the City determines that Contractor has failed to collect refuse from the premises without cause, Contractor shall collect same within 24 hours after a collection order is issued by the City.

- 3.14 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 in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 3.15 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 landfill, during loading operations, or when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.
- 3.16 Inappropriate Recycling Materials: If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the materials. Contractor will leave the inappropriate materials in the recycling bin and attach a sticker explaining why the materials were rejected. Contractor is not required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collection crews.
- 3.17 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency. Contractor shall notify City in the event Contractor becomes aware of any hazardous waste that has been placed for collection.
- 3.18 Employees:
 - 1. Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
 - 2. Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
 - 3. Contractor shall remove any driver with an unsafe driving record from working within the City.
- 3.19 Noise: Contractor shall make collections with a minimum of noise and disturbance to the household residents.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes and fees required by the City and the State or other governmental entity.

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5.00 INDEMNITY

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

5.01. It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section(section 5), is and INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials employees, officers, directors, volunteers and representatives in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section and Section 7 shall survive the term of this Contract.

6.00 TERM

The term of service shall be five (5) years beginning April 1, 2013, with up to three (3) renewal terms of one year pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional one year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, within 60 days of receipt of the written notice, shall approve the extension in writing.

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7.00 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and Contractor shall submit to the City evidence that the required insurance coverage showing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

7.01 Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$5,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact-sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

7.02 Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to City is required;
4. the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;
5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;

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6. all liability policies required herein shall be written with an "occurrence" basis coverage trigger; and
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement

8.00 BOND

8.01 Performance Bond

1. The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. **Said performance bond must be in an amount equal to \$125,000 for a term of five (5) years, plus any applicable renewable terms.**
2. The surety on the bond shall be a corporate surety authorized to do business in the state of Texas and shall have a resident address in Collin, Dallas, Tarrant or Denton County.
3. Premium for the performance bond described above shall be paid by the Contractor. 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.

8.02 POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8.03 CITY'S REMEDIES

The City's remedies for Contractor's breach of the Contract or failure to perform shall be to make demand and collect under the terms of the Performance Bond, in addition to any and all other available remedies at law and in equity.

9.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract 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 as long as the City determines the proposed assignee meets the same financial stability, safety record, and customer service record as required in the Request for Proposals dated December 3, 2012. In the assignment, the assignee shall assume the liability of the Contractor provided that the Contractor shall remain liable and responsible to the City for any claims, violations of law, liability or damages arising during Contractor's performance of the Contract.

10.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.

11.00 COMMERCIAL BILLING

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a License fee equal to 5% of the Contractor's gross billings to commercial solid waste accounts for services rendered under the Contract with the City, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. The City reserves the right to increase the License fee in the event that the City

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determines an increase is necessary to provide appropriate compensation for the impact of the Contractor's use of the City streets.

12.00 REMUNERATION

12.01 Collection and Disposal Rates: The collection and disposal rates shall be as follows:

1. For collection of refuse and recycling service required to be performed, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with section 12.02.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
3. For other collections specified by the Contractor in the Proposal, the rates set forth in the Proposal.
4. The refuse collection charges shall include all disposal cost.

12.02 Modification to Rates: Contract may request an increase in the fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.

1. On April 1, 2014, or on April 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the change in the Consumer Price Index (CPI) each March (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) from March 1 of the previous year. If the index specified above is discontinued, the parties shall agree by April 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used.
2. If the above calculation does not result in an increase, the City Council will not consider an adjustment to the base rates. If the calculations result in an increase, the City Council may grant the increase based on CPI changes, not to exceed three percent (3%) maximum increase. Any increases shall become effective October 1 of the year the increase is granted.
3. Commencing April 1, 2014, in the event diesel gasoline prices increase by more than 15% in any quarter, the Contractor may request and the City Council will consider, approval of a fuel surcharge adjustment for rates. The amount of the fuel surcharge adjustment shall be applied subsequent to any applicable CPI adjustment. The City Manager shall review the surcharge and shall discontinue the surcharge when the conditions for the surcharge no longer exist. Extra cart fees are not subject to fuel surcharge adjustments.
4. Any proposed rate adjustment shall be submitted to the City as soon as practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the City.

12.03 Billing Responsibility; Payments: The City shall be responsible for billing residential accounts and collecting payment from customers. The City agrees to remit to the Contractor the contracted amount for each residential unit in an amount based on the attached rate schedule.

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laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

17.00 GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in conformance with the laws of the State of Texas. Venue for any actions arising from or related to this Contract shall be in Collin County, Texas.

18.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of the Contract shall begin on April 1, 2013.

19.00 MISCELLANEOUS PROVISIONS

19.01 Attorney's Fees: The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees and shall not include damages set forth in Section 271.153 of the Texas Local Government Code.

19.02.1 Independent Contractor: Contractor is an independent contractor as to the work, duties and rights granted herein and neither Contractor, its agents, officers, or employees, or subcontractors is an employee of the City. The doctrine of respondeat superior shall not apply between City and Contractor and nothing herein shall be construed as creating a partnership or joint enterprise between the parties hereto.

19.02.2 Construction: The parties agree that nothing in this Contract will be construed against the drafter, each party having had the opportunity to consult with counsel to review this Contract.

19.02.3 Contract Documents: The Contract shall include the following documents as though they were fully set forth verbatim in the Contract: the proposal, including all exhibits the rate sheets, and the requests for proposal, including any addendums.

20.00 SPECIAL PROVISIONS

20.01 Keep Murphy Beautiful (KMB)/Clean Up Events:

During the term of this Contract, Contractor agrees to provide support each year to the City for City sponsored events as follows:

1. Contractor shall annually, on each April 1 of the term of this Contract, pay City \$1,500.00 for support of City sponsored events.
2. Contractor shall upon execution of Contract, make a one-time cash payment to the City in the amount of \$5,000.00; thereafter, Contractor shall pay Keep Murphy Beautiful (KMB) \$5,000.00 each October 1.
3. Contractor shall provide twelve (12) 30-yard roll-off containers free of charge for neighborhood clean-up events that are held. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

Comment [A3]: On this section- do we need to add the individual polycarts (trash and recycling) for the Maize Day event?

Comment [A4]: Do vendor possibly offer shredding services to hold with our clean up event?

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 SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

SECTION IV:

ATTACHMENT A

**Estimated Number of Residential, Commercial
 and Industrial Units Serviced
 As of October 2012**

TYPE OF SERVICE	APPROXIMATE # OF UNITS
Residential	5,178
Commercial & Industrial	
TOTAL	

Commercial & Industrial Matrix								
Per week	1X	2X	3X	4X	5X	6X	Extra	Total
2 Yd								
3 Yd								
4 Yd								
6 Yd								
8 Yd								
4 Yd RCY								
8 Yd RCY								

Compactors								
Per week	1X	2X	3X	4X	5X	6X	Extra	Total
2 Yd								
3 Yd								
4 Yd								
6 Yd								
8 Yd								

Commercial Hand Collection of Polycarts

1 – 96 GAL for Geico North Texas

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SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

ATTACHMENT B

**City of Murphy
EFFECTIVE MARCH 1, 2012**

RESIDENTIAL RATES	
Once/week garbage in cart	\$10.75
Once/week recycling in cart	included
Additional cart (each)	\$7.60
Rate 4 (Please Describe)	\$0.00
Rate 5 (Please Describe)	\$0.00

COMMERCIAL RATES								
Container Size / Type	FREQUENCY PER WEEK							EXTRA PU
	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	
One Cart 1 x week	\$30.98							
Two carts 1 x week	\$37.18							
Three carts 1 x week	\$62.83							
2 Yard FEL Container	\$67.88	\$127.05	\$186.25	\$245.43	\$304.62	\$363.80	N/A	\$39.18
3 Yard FEL Container	\$75.72	\$141.02	\$206.33	\$271.64	\$336.95	\$402.24	N/A	\$44.77
4 Yard FEL Container	\$83.57	\$154.99	\$226.41	\$297.84	\$369.28	\$440.68	N/A	\$55.97
6 Yard FEL Container	\$97.55	\$181.18	\$264.85	\$348.51	\$432.17	\$515.83	N/A	\$67.17
8 Yard FEL Container	\$111.51	\$207.41	\$303.29	\$399.18	\$495.08	\$590.98	N/A	\$78.36
Casters	\$8.95							
Locks	\$3.36							
Gates	\$3.36							
Restart fee for non-payment	\$39.18							
6 Yard FEL Compactor	\$27.99	empty	plus the	rental	of the	compactor	N/A	N/A
8 Yard FEL Compactor	\$33.58	empty	plus the	rental	of the	compactor	N/A	N/A
Redelivery Fee for Non-Payment	N/A							

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ROLL-OFF RATES						
Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Pull Total or Haul + Disp)	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	\$99.62	\$4.31	Month	Per Pull	\$285.44	\$31.35
30 Yard (Open-Top)	\$99.62	\$4.31	Month	Per Pull	\$285.44	\$31.35
40 Yard (Open-Top)	\$99.62	\$4.31	Month	Per Pull	\$285.44	\$31.35
30 Yard (Compactor)	\$0.00	\$0.00	Month	Per Pull	\$285.44	\$31.35
35 Yard (Compactor)	\$0.00	\$0.00	Month	Per Pull	\$285.44	\$31.35
40 Yard (Compactor)	\$0.00	\$0.00	Month	Per Pull	\$285.44	\$31.35

*NOTE- the Haul Rate INCLUDES TWO TONS

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ATTACHMENT C

HISTORICAL TONNAGE

City of Murphy

Recycling													
	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
2010.00	124.96	108.37	109.22	154.64	120.76	123.93	144.72	117.67	157.41	115.29	114.48	180.61	1572.06
2011.00	128.38	113.12	147.30	132.25	130.82	174.73	119.98	120.54	154.48	127.21	112.39	178.80	1640.00
2012.00	133.00	118.20	156.70	140.60	130.80	170.80	126.40	160.00	126.40	126.90	0.00	0.00	1389.80
TOTAL	386.34	339.69	413.22	427.49	382.38	469.46	391.10	398.21	438.29	369.40	226.87	359.41	4601.86

Trash													
	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2010.00	398.68	364.22	480.49	767.30	513.16	508.09	618.57	429.19	572.55	447.53	394.88	540.10	6,034.76
2011.00	403.91	379.88	617.04	643.79	519.87	607.98	436.13	417.87	500.37	490.48	383.93	566.86	5968.11
2012.00	538.32	503.80	808.36	716.82	722.90	627.82	576.36	648.05	545.24	580.37	0.00	0.00	6,268.04
TOTAL	1340.91	1247.90	1905.89	2127.91	1755.93	1743.89	1631.06	1495.11	1618.16	1518.38	778.81	1106.96	18270.91

* Chart reflects total tonnage collected

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SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

ATTACHMENT D

MAP

ROADWAYS THAT REQUIRE SINGLE-AXLE, LIGHTWEIGHT TRUCK

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

**SECTION V:
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND RECYCLING SERVICES**

The proposal amount is for a Base Bid only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to License fees and/or billing fees. All License fees and/or billing fees will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid and License Fee. The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Murphy, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Please complete the following based on Contractor's Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing

Contractor's Background and Experience:

Please describe your background and experience with providing residential solid waste and recycling collections services to public entities or cities. Please also identify the name of the entities or cities for which those services were provided.

Contractor's Resources:

Please list your resources, including total number of employees, number and location of offices and/or services center; number and types of equipment available to be assigned to this contract.

Contractor's Qualifications:

Please describe the number of professional qualifications, including municipal solid waste licenses and other pertinent certification and associations.

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SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:

On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery, Attachment C", please describe how each service will be accomplished and performed in the service area. Specifically:

- A. Describe the Methodology for Garbage Collection to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area

- B. Describe the plan to provide Recycling Collection Services to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area

- C. Provide the list of identified landfills, disposal sites and recycling centers the Contractor intends to utilize. Please state whether these are owned by the Contractor and provide evidence of the right to utilize the landfill for the purposes of this Contract for the term of the Contract and any extensions thereof.

- D. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services.

- E. Provide Implementation and Operations Plan, detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.

- F. Describe the customer service office and procedures:
 - 1. Hours of operation
 - 2. Procedure for tracking vehicle
 - 3. Procedure for responding to request for service
 - 4. Identify the names of the contacts for the City
 - 5. Identify emergency contacts

CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

- A. **Manual Solid Waste Collection, Take All Service**
Including Brush/Bulky Waste Collection
Once a Week Collection
Per Unit Per Month \$ _____
- B. **Recyclable Materials Collection & Processing**
Once a Week Collection, 95-Gallon Polycart
Per Unit Per Month \$ _____
- C. **Additional 95-Gallon Polycart** \$ _____
- D. **Residential Drop-Off of Solid Waste at Landfill** \$ NO CHARGE
- E. **Solid Waste and Recycling removal service at City Facilities listed in Exhibit A** \$ NO CHARGE

SERVICE (City):

- F: **Recyclable Materials Collection & Processing Murphy Community Park**
Once a Week Collection \$ NO CHARGE

(Residential):

- 1. **Household Hazardous Waste**
 - a. **City-paid Events**
Contractor to propose a program similar to a 2x per year event and provide cost estimates \$ attach proposal
 - b. **On-demand Service**
Contractor to propose a program where residents call in for HHW to be picked up at the house \$ _____/pickup
 - c. **Unusual Accumulation**
Per Pickup \$ _____
 - a. **Construction Debris**
Per Pickup \$ _____
 - d. **Contractor-paid Events**
Contractor to propose a program as in 1a. for which contractor pays all costs \$ attach proposal
 - e. **On-Demand Household Hazardous Waste & E-Waste Collection**
Contractor to propose a program for this type of collection \$ attach proposal
 - f. **Shredding of documents to be provided at a minimum of twice a year.**
Contractor to propose a program for this type of collection \$ attach proposal

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

OPTIONAL SERVICES (Commercial):

For each optional service, contractor shall provide the additional cost per unit, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

1. **Recyclable Materials Collection & Processing**
 - a. **Commercial/Industrial**
Once a Week Collection \$ attach proposal
 - b. **Unusual Accumulation**
Per Pickup \$ _____
 - c. **Construction Debris**
Per Pickup \$ _____
2. **Recyclable Materials Collection & Processing**
 - a. **Apartment Complexes**
Once a Week Collection \$ attach proposal
 - b. **Unusual Accumulation**
Per Pickup \$ _____
 - c. **Construction Debris**
Per Pickup \$ _____

COMMERCIAL RATE SCHEDULE

Commercial Hand Collection, Per 90 - 96 Gallon Polycart*

*List container specifications and warranty program provided in **Exhibit E**

- Automated Collection Cost:
- Once Per Week \$ _____
- Two Carts Once Per Week \$ _____
- Manual Collection Cost:
- Once Per Week \$ _____
- Two Carts Once Per Week \$ _____

COMMERCIAL HAND COLLECTION RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
1 – 5 bags							
6 – 10 bags							
1 Polycart							
2 Polycarts							
3 Polycarts							

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

FRONT LOAD CONTAINER RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd							
3 Cu Yd							
4 Cu Yd							
6 Cu Yd							
8 Cu Yd							

TEMPORARY FRONT- LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$ _____

8 Cubic Yard \$ _____

Roll-Off Containers:

20 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

30 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

40 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

Delivery and Exchange \$ _____

Daily Container Rental \$ _____

Compactors:

6 Cubic Yard Per Haul (Including Disposal) \$ _____

8 Cubic Yard Per Haul (Including Disposal) \$ _____

20 Cubic Yard Per Haul (Including Disposal) \$ _____

30 Cubic Yard Per Haul (Including Disposal) \$ _____

35 Cubic Yard Per Haul (Including Disposal) \$ _____

40 Cubic Yard Per Haul (Including Disposal) \$ _____

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

EXHIBIT A

Estimate of City Facility Services to be Provided at No Charge

<u>Location Name</u>	<u>Address</u>	<u>Size</u>	<u># Lifts</u>	<u>EXTRA</u>
City Hall	206 North Murphy Road	2 (8yd) 1 (4yd)	1/weekly	8 yd \$70.00 4yd \$50.00
Murphy Community Center (Animal Shelter)	205 North Murphy Road	1 (4yd)	1	\$0.00
City of Murphy Public Works	206 North Murphy Road			
City of Murphy Police Department	206 North Murphy Road			
Fire Department – Admin.	206 North Murphy Road			
Murphy Pump Station	600 Hawthorne	2 (8yd)	1	\$70.00
*Future City facilities shall be provided at no charge to the City				

Polycarts for recyclables located at Fire Station and serviced by residential routes.

CLEAN-UP EVENTS (2/yr)

During each year of this agreement, Contractor shall provide at no charge twelve (12) 30-yard roll-off containers for City and neighborhood clean-up events. Complimentary service shall include all costs (e.g. delivery, rental, disposal, etc.). The City of Murphy will provide a two-week notification to the Contractor to schedule such events.

EXHIBIT A-1

Optional Recycling – Murphy Community Park

On a separate sheet labeled “Optional Recycling - Murphy Community Park– Exhibit A1” please include an attachment that provides information on available recycling opportunities and rates proposed for such recycling options.

EXHIBIT B

Leased Equipment Rates

On a separate sheet labeled “Leased Equipment Rates – Exhibit B” please list out all equipment that the Contractor expects to make available to commercial customers and the lease price for each piece.

EXHIBIT C

Storm Debris/Emergency Response Supplemental Bulky Brush Collection

On a separate sheet labeled “Storm Debris/Emergency Response Supplemental Bulky Brush Collection – Exhibit C” please provide to City a proposal on a per ten (10) cubic yard basis for emergency or disaster response related to bulky brush pickup events.

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

EXHIBIT D

Optional Commercial Recycling

On a separate sheet labeled "Optional Commercial Recycling – Exhibit D" please include an attachment that provides information on available commercial recycling opportunities. Please include options for apartment complexes.

EXHIBIT E

Location of Business and Disposal Sites

On a separate sheet labeled "Location of Business – Exhibit E", please provide to City a detail of where Contractor's main business is located and the location from which the trucks will be dispatched for collections in the City. Also please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

EXHIBIT F

Polycart/Bin Specifications and Warranty

Contractor shall include the specifications and warranty of the residential polycarts/bins being proposed for recyclables. Specifications should include color, size, capacity, manufacturing process, hardware, etc. Any attachments, pictures, or other documentation relating to this item should be marked "Exhibit F". The City of Murphy reserves the right to examine samples.

EXHIBIT G

Customer Service Policy and Contact Information

Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available. Documentation relating to this item should be marked "Exhibit G".

CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

DEVIATIONS TO SPECIFICATIONS

RFP #12-2012
SOLID WASTE COLLECTION AND RECYCLING SERVICES

NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR PROPOSAL

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

Please initial:

_____ We have not made exceptions or deviations to specifications.

_____ We have made exceptions or deviations to specifications. Please list exceptions/deviations in the space below.

_____ We have not made exceptions to the Contract provisions

FIRM NAME: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF FIRM:

SIGNER'S NAME AND TITLE

DATE _____

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

In submitting this proposal, the Respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Murphy.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the Respondent.
4. The undersigned affirms that he or she is duly authorized to execute this Contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Murphy, and that the contents of this bid have not been communicated to any other Respondent or to any employee of the City of Murphy prior to the official opening of this proposal.
5. The Respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council member, official, or employee of the city of Murphy in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.
6. The Respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. The Respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
8. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
9. The undersigned affirms that he/she has read and understands the specifications and any attachments contained in this proposal package.
10. The Contract is not valid until approved by City Council. When an award letter is issued, it becomes a part of this Contract.

NAME AND ADDRESS OF COMPANY:

 Tel. No. _____

AUTHORIZED REPRESENTATIVE:

Signature _____
 Date _____
 Name _____
 Title _____
 Fax No. _____
 Email _____

Contractor's Initial _____

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

COMPANY IS:

Business included in a Corporate Income Tax Return? _____ YES _____ NO
____ Corporation organized & existing under the laws of the State of _____
____ Partnership consisting of _____
____ Individual trading as _____
____ Principal offices are in the city of _____

CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

SAMPLE CONTRACT AGREEMENT

Final contract will be determined upon award. Should Contractor take exceptions to any of the contract provisions, Contractor shall identify exceptions on the "Deviations to Specifications Form", and include alternate proposed language, if any.

**CONTRACT
FOR COLLECTION OF SOLID WASTE**

THIS CONTRACT is made and entered into by and between the City of Murphy, Texas, a municipal corporation located in Collin County, Texas (hereinafter called "City"), and _____(hereinafter called "Contractor"), a Texas _____.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of License; Term

A. Contractor is hereby granted a License, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the Contract Documents.

B. The term of this Contract shall be five (5) years beginning April 1, 2013, through midnight, March 31, 2018, with up to three (3) renewal terms of one year pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional one year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, within 60 days of receipt of the written notice, shall approve the extension in writing.

2. Contract

A. This Contract shall include the following documents, and this Contract expressly incorporates same herein as fully as if set forth verbatim in this Contract:

- a. The request for proposals from City;
- b. This Contract and Contract terms and definitions;
- c. Contractor's proposal, including all exhibits;
- d. The performance bond; and
- e. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

B. Contract shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

D. In the event of any conflict between any provision of this Contract and any provision in either or both items (a) and (c) referenced herein, the provisions of this Contract shall control.

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

3. Definitions

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.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Bin (Residential Recycling): See Recycling Container.

Bulky Wastes: All items too large for regular cart collection (no heavier than two men can lift), limited to 6 cubic yards per week: furniture, lawn chairs or equipment, BBQ grills (excluding propane tanks), swing sets or forts, household building/construction/remodeling materials (of project is completed by resident and arranged in a "manageable pile", sheetrock, tile countertops & cabinets (maximum of 4" sections), Brush, Tree Trunk, and other Green Waste up to 10 feet long & 2 feet in diameter, Carpet bundled rolled (maximum of 40 pounds and 4' sections) /Furniture/Doors, Toilet/Bathtub, Garage Cleanups, Wood Fences (without concrete or metal hardware including nails), Washer/Dryers, Refrigerators/Freezers which have CFC's removed by a certified technician) , Ovens/Stoves/Hot Water Heaters, Television & Computer Monitors, Lawn Mowers (without fuel in it), Scrap Metal (bicycles, swing set, etc. - when separated from brush pile).

Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight.

City: The City of Murphy, Texas.

Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321-4347).

Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

Polycart: A wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: Commodities collected by the Contractor from residential Units and Commercial Units pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 95 gallons.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits 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 residential dwelling, whether of single or multi-level construction, consisting of four or less 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.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

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.

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

Take All Service: Refers to service level expected of contractor for solid waste collection. Specifically, contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.

Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

Unusual accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Murphy Public Works Director to be hazardous such as oil, acid, or caustic materials.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation

4. Scope and Nature of Operation

A. Residential Collection:

1. Contractor shall provide "take all" curbside collection service for the collection of residential refuse, solid waste, and recyclable materials to each residential unit at least one (1) time per week when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

2. The Contractor shall pick up all acceptable waste generated from residential premises, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all acceptable brush and trees during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 50 pounds each may be disposed of by Contractor for a rate to be set by contractor and approved by City. At customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.

B. Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or container as designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations and screening. Contractor shall also provide weekly service for recyclable materials to all commercial customers.

C. Brush/Bulky Wastes Collection: Contractor shall provide a collection service for brush/bulky wastes and/or bundles one (1) time per week to all residential customers. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush/Bundle and Bulky Wastes.

D. On-Demand Household Hazardous Waste & E-Waste Collection: Contractor shall offer, for the life of this Contract, an on-demand program for the collection of household hazardous waste and electronic waste. Residents will be provided with the contact information required to place a call for the pickup of said items at resident's location. Pickups shall generally be made within two-to-three weeks of call to schedule service.

**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

E. Residential Recycling Collection:

1. The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95 gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in the request for proposal from the City, SECTION 1, No. 18, titled "MATERIAL".

2. Contractor shall provide free of charge extra recycling bins, as requested by resident, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each resident to replace those from current provider, if required.

3. The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc.

4. Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

F. Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances. Contractor shall propose rates for unusual accumulations in its proposal.

5. Collection Operation

A. Hours of Operation: Contractor shall collect garbage and solid waste only between the hours of 7:00 a.m. and 7:00 p.m.

B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

C. Routes of Collection: Collection routes shall be established by Contractor as approved by the City. The City shall be provided route collection maps and container locations.

D. Holidays: The following shall be holidays for purposes of this Contract:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

E. Complaints:

1. Complaints shall be made directly to Contractor. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. the next business day.

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2. If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.

3. The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.

4. Contractor shall notify all customers about complaint procedures, rules and regulations. Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The City and Contractor will work together to determine the most appropriate method of notification.

5. Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.

6. For an unresolved complaint from a customer, the City Manager or the Manager's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The decision of the City Manager on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the City Manager may request a joint inspection by a representative of the City and a representative of Contractor.

F. 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 accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the corporate limits of the City nor while en route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the City, Contractor shall provide equipment that will accommodate such public streets and alleys. Contractor shall utilize lighter-capacity single-axle collection trucks for those routes identified by the City and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (*i.e.*, on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. Contractor shall maintain all collection equipment in a first class, safe and efficient working condition throughout the term of this Contract. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Contract, or require an equipment replacement schedule to be submitted to the City. 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.

G. Disposal: Contractor shall deliver solid waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA).

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H. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City's Customer Relations Office so that proper notice can be given to the customer at the premises to properly contain refuse. Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and Contractor shall be compensated for such additional services.

I. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.

J. 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 landfill, during loading operations, or when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

6. Clean-Up Events/KMB Payments as Additional Consideration

A. During each year of this Contract, Contractor shall provide twelve (12) 30-yard roll-off containers for neighborhood clean-up events. Complimentary service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notification to Contractor to schedule such events.

B. As additional consideration for the License granted to Contractor, upon execution of this Contract, Contractor shall make a payment of \$5,000 to the City for City's use. Thereafter, on October 1 of each year of the term of this Contract, Contractor shall pay \$5,000 to Keep Murphy Beautiful.

C. Contractor shall annually, on each April 1 of the term of this Contract, pay City \$1,500 for support of City sponsored events.

7. Recyclable Materials

A. Contractor shall provide a single-stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be commingled with other recyclable materials. Contractor shall include a list of acceptable recyclable materials.

B. Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill.

C. Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to this Contract.

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8. Ownership

Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs.

9. Services at City Facilities

Contractor shall provide solid waste and recyclable materials collection service at the Murphy Municipal Complex, located at 206 North Murphy Road, Murphy, Texas and at all other current and future municipal facilities in the City, all at no charge.

10. Landfill Access

Upon presentation of a current utility bill from the City of Murphy, residents may dispose of waste, free of charge, at the _____ located at _____, Texas, which is 20 miles or less from the corporate limits of the City.

11. Employees

A. Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.

B. Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.

C. Contractor shall remove any driver with an unsafe driving record from working within the City.

12. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- a. Monthly reports, within two (2) weeks of the end of the reporting period, detailing: Polycart transactions; tonnage of recycling and trash collected; participation/set-out rates, etc.
- b. Annual reports each October on the status of the terms and conditions of the License and any points that need to be addressed.

13. Rates

Contractor shall charge the following rates (the "base rates") for services performed herein. Note: All rates and cart sizes listed below are current and are exclusive of five percent (5%) License fee (all collection types).

A. **RESIDENTIAL:**

Weekly manual solid waste collection, Take All Service, Including Brush/Bulky Waste Collection

Weekly recyclables collection (95 gal Polycart)

Residential drop off of solid waste at landfill – No charge

Solid Waste and Recycling removal service at City Facilities – No charge

Optional Recyclable Materials Collection & Processing at Murphy Community Park – No charge

Optional On-demand HHW & E-Waste collection

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B. COMMERCIAL:

Commercial Hand Collection, Per 90 - 96 Gallon Polycart

Automated Collection Cost:

Once Per Week

Two Carts Once Per Week

Manual Collection Cost:

Once Per Week

Two Carts Once Per Week

C. Commercial Hand Collection Rates (in dollars)

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
1 – 5 bags							
6 – 10 bags							
1 Polycart							
2 Polycarts							
3 Polycarts							

D. Front Load Containers Rates (in dollars):

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd							
3 Cu Yd							
4 Cu Yd							
6 Cu Yd							
8 Cu Yd							

E. TEMPORARY FRONT-LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yd

8 Cubic Yd

F. Roll-Off Containers:

20 Cubic Yard Open Top Per Haul (Including Disposal)

30 Cubic Yard Open Top Per Haul (Including Disposal)

40 Cubic Yard Open Top Per Haul (Including Disposal)

Delivery and Exchange

Daily Container Rental

G. Compactors:

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- 6 Cubic Yard Per Haul (Including Disposal)
- 8 Cubic Yard Per Haul (Including Disposal)
- 20 Cubic Yard Per Haul (Including Disposal)
- 30 Cubic Yard Per Haul (Including Disposal)
- 35 Cubic Yard Per Haul (Including Disposal)
- 40 Cubic Yard Per Haul (Including Disposal)

Optional Commercial/Industrial Recycling

Optional Commercial Recycling – Apartment Complexes

G. Special Brush/Bulky Collection

Contractor shall provide special request collection within seven (7) calendar days of the request at the appropriate rate, as described herein. If any residential customer shall desire to dispose of any brush, bulky items, construction debris (generated from the residential unit only) or stable matter, such customer shall notify Contractor of customer's desire to dispose of such items and Contractor shall give the resident a price and when the customer approves the pricing, Contractor shall collect the material. Service shall be limited to items as defined herein, placed at the usual place of garbage pickup, or as otherwise directed by Contractor or City. **The customer shall be billed directly by Contractor at the rate of \$ _____/hr, with a one hour minimum.**

H. Modification of Rates

1. On April 1, 2014, or on April 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the change in the Consumer Price Index (CPI) each March (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) from March 1 of the previous year. If the index specified above is discontinued, the parties shall agree by April 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used.
2. If the above calculation does not result in an increase, the City Council will not consider an adjustment to the base rates. If the calculations result in an increase, the City Council may grant the increase based on CPI changes, not to exceed three percent (3%) maximum increase. Any increases shall become effective October 1 of the year the increase is granted.
3. Commencing April 1, 2014, in the event diesel gasoline prices increase by more than 15% in any quarter, the Contractor may request and the City Council will consider, approval of a fuel surcharge adjustment for rates. The amount of the fuel surcharge adjustment shall be applied subsequent to any applicable CPI adjustment. The City Manager shall review the surcharge and shall discontinue the surcharge when the conditions for the surcharge no longer exist. Extra cart fees are not subject to fuel surcharge adjustments.
4. Any proposed rate adjustment shall be submitted to the City as soon as reasonably practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the City.

14. State, Local, and Federal Regulations

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States or this State, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulations for the protection of its inhabitants. The Contractor is subject to the provisions of the Murphy City Charter, state statutes and the Texas Constitution.

Contractor's Initial _____

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15. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and the State.

16. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height. In the event the City shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two inches (2") in height.

17. Regulation of Leased Containers

The City shall permit Contractor to rent or lease containers to the owner or occupant of any premises within the corporate limits of the City for refuse storage and collection purposes, subject to the following requirements:

- a. All such containers shall be constructed according to industry standards and to specifications which are acceptable to and approved by the City;
- b. All such containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- c. All such containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, of a good appearance and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage of rodents; and
- d. All such containers shall be clearly marked with Contractor's name and telephone number in letters not less than two inches (2") in height.

Contractor shall lease or rent such containers at terms which are fair and reasonable and which are in accordance with a schedule or rates provided therefore by ordinance of the City.

18. Disposal of Refuse

For the purposes of this Contract, the designated landfill(s)/recycling facility(ies) shall be the _____ located in _____, Texas and the _____ located in _____, Texas. If, during the term of this Contract, including any renewal term, the facilities shall not be available for use by Contractor, the City may designate new facilities, which facilities shall be consented to by Contractor, and which consent shall not be unreasonably withheld, provided if Contractor does not own such new facilities, and Contractor, or any affiliate thereof, shall have concerns about such new facilities in respect to environmental liability, Contractor, in its sole discretion, may disapprove and cancel designation of such new facilities, where upon the City shall designate another facility, subject to the provisions of this section.

19. Office

Contractor shall establish an office with a local or toll free telephone listing, under the name of Contractor, to handle inquiries or complaints with regard to solid waste, refuse, recyclable materials and waste materials collection within the City. All such calls shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor or City shall investigate and if such allegations are verified, shall arrange for the collection of such uncollected refuse within twelve (12) hours of the complaint. The office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regular holidays, and shall have a published number for complaints after normal working hours.

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20. Enforcement

The services furnished hereunder to the City and its inhabitants shall be subject to such reasonable rules and regulations as Contractor may make from time to time, subject to the reasonable approval of the Murphy City Council. Contractor may require authorization for ingress and egress from and upon the customer's private property for the purpose of garbage collection.

21. Non-collection Notice and Follow-Up

A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the City's ordinances with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Contractor shall refrain from collecting all or a portion of such refuse and will notify the City and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard identification tag approved by the City.

B. Where the City is notified by an owner or occupant that refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the City will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twelve (12) hours after a collection order is issued by the City.

22. Transferability of Contract

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld.

23. Remuneration

A. The City shall add to the base rate, an amount equal to five percent for furnishing of garbage services within the corporate limit of the City in full payment for the use of the streets, highways, easements, alleys, parks, and all other public lands and places within the City (the "License fee"). The License fee shall be retained by the City on a monthly basis.

A. The City shall bill and collect charges for refuse and recyclable services to Residential Units. The City will add to the residential base rate, an amount equal to _____ percent for billing all Residential Unit accounts, which shall be in addition to the License fee. This administrative charge shall be deducted at the end of the month before Contractor is paid by the City for services rendered to the customers, based upon actual receipts collected by the City and posted to customer accounts.

24. Commercial Accounts

Contractor will provide billing to and collection from all commercial accounts. Contractor agrees to pay to City a license fee of five percent of the gross amount collected for services to commercial and industrial units, or as otherwise agreed upon between the City and Contractor, said fee to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. Contractor shall quote rates for commercial and industrial services in compliance with the rate structure set forth in this Contract. All commercial customers shall be billed directly by Contractor, and the City shall not be entitled to any compensation relating to such billing, other than the aforementioned License fee.

25. Books and Records

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and

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Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$5,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact-sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

A. Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to City is required;
4. the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;
5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an "occurrence" basis coverage trigger; and
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

31. Performance Bond

A. The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$125,000 for a term of five (5) years.

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B. The surety on the bond shall be a corporate surety authorized to do business in the state of Texas and shall have a resident address in Dallas, Tarrant, Denton or Collin County.

C. Premium for the performance bond described above shall be paid by the Contractor. Contractor shall pay premium 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.

32. INDEMNITY

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

B. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS, THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section shall survive the term of this Contract.

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33. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

34. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Collin County, Texas.

Executed this the ____ day of _____, 2012.

CITY OF MURPHY, TEXAS

James Fisher, City Manager

ATTEST:

Kristi Gilbert, City Secretary

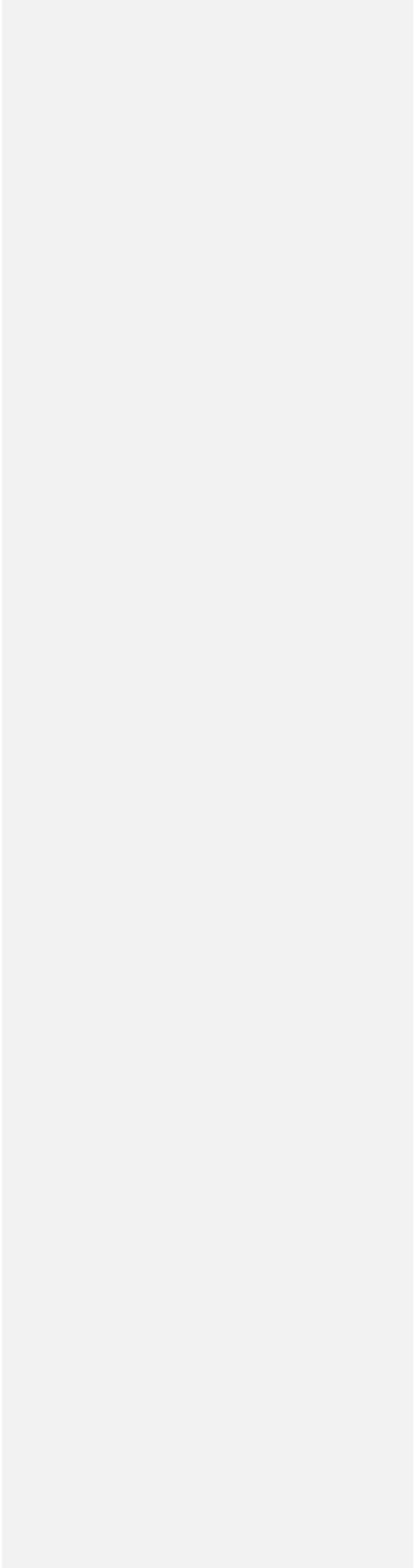
APPROVED AS TO FORM:

Andy Messer, City Attorney

CONTRACTOR: _____

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CONTRACTOR'S PROPOSAL



**CITY OF MURPHY RFP
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES**

PARTNERSHIP ACKNOWLEDGMENT RFP # 12-20121040

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name)

(Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 20_____.

Notary Public In and For

County, _____

My Commission expires:

INSURANCE REQUIREMENTS

1. All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

a. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A.

b. Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. The Special Provisions Section shall state that the liability and worker's compensation policies have been endorsed to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the City.

d. Liability policies shall be endorsed to provide the following:

(1) Name as additional insured the City of Murphy, their Officials, Agents, Employees and volunteers.

(2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(3) ***30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date, except that 10 days' notice may be given in the event the Contractor has not paid for renewal of its coverage prior to the expiration date.***

(4) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

(5) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

(6) Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate the contract agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$5,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$5,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Professional Errors and Omissions Insurance

Professional E&O Liability insurance with a minimum policy limit of \$1,000,000 is required under this Agreement.

[X] Worker's Compensation Coverage

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$1,000,000.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

4

Signature of person doing business with the governmental entity

Date

Adopted 0-6/29/2007

W-9 FORM

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Contractor's Initial _____

**Murphy City Council
Regular Meeting
November 27, 2012**

Issue

Consider and/or act upon approval of the bid package for towing services within the City of Murphy, in accordance with Chapter 78.133, of the Murphy City Code and authorize the Chief of Police to solicit bids for the delivery of wrecker and impound services for the City of Murphy.

Background

The city has been operating with a local towing service for many years. However, upon review of the City Code, the services will be by contract. The current service provider, Wylie Towing, has provided services to the MPD in a satisfactory manner. The “contract” was more verbal than formal. Recently, the city has received a request by another towing company, Big Bass Towing, to provide towing services for the City. In light of this request, the attached bid package was formulated so that the process would be more formal with specific guidelines for the bidding process to be established and allow interested vendors to compete for towing services within the City of Murphy. The assumption is that the contract should be awarded based on competitive bidding. The awarding of the contract will be based on a “best value” assessment rather than just low bidder.

The proposed calendar for the bid process is:

Council Review and approval of bid package and process – 11/27/12

Let Bid Package – 12/11/12

Last day for questions from vendors – 12/28/12

Bids due NLT 3 p.m. – 01/11/13

Bid opening 3 p.m. – 01/11/13

Council Review and award contract – 02/19/13, which will include authorization for the City Manager to execute the contract

City Manager execute contract according to Council Action – 02/20/13

Financial Considerations

There should be little or no fiscal impact by the approval of the bid documents and the process.

Other Considerations

Murphy City Code, Chapter 78.133

State Laws that govern tow truck services or related to towing of vehicles by police officers:

Texas Occupational Code, Chapter 2308, Subchapter E, Local Regulations of Towing and Booting

Texas Department of Licensing and Regulations, 16 Texas Administrative Code, Chapters 85 and 86, Vehicle Storage Facilities

Texas Transportation Code, Section 545.3051

Board/Staff Recommendation

The MPD has reviewed the attached “Advertisement and Request for Sealed Bids: Request for Annual Contract for City Wrecker and Impound Services” and recommend that the City Council accept the bid documents and furthermore authorize the MPD to advertise for bids, accept bids, review bids, and make a future recommendation to Council based on the “Best Value Solicitation” standard.

Motion: Move to authorize the Chief of Police of the Murphy Police Department to go out for bids, utilizing the approved bid documents, for Wrecker and Impound Services.”

Attachments

Advertisement and Request for Sealed Bids, City of Murphy, Texas: Request for Annual Contract for City Wrecker and Impound Services.

Chief G.M. Cox, Ph.D.

Submitted By

City Manager Approval

**ADVERTISEMENT AND REQUEST FOR SEALED BIDS
CITY OF MURPHY, TEXAS**

**REQUEST FOR
ANNUAL CONTRACT FOR CITY WRECKER AND IMPOUND SERVICES**

THIS IS A "BEST VALUE" SOLICITATION

**SEALED BIDS INCLUDING ORIGINAL BID AND TWO COPIES AND CURRENT
INSURANCE CERTIFICATE MUST BE DELIVERED BY MAIL OR IN PERSON TO:**

City of Murphy, City Secretary
206 N. Murphy Road
Murphy, Texas 75094

**ALL BIDS MUST BE RECEIVED BY FRIDAY, JANUARY 11TH, 2013,
AT 3:00 P.M. CENTRAL STANDARD TIME**

***** LATE BIDS AND FAXED BIDS WILL NOT BE ACCEPTED *****

Written Questions: Submit Written Questions to:
G. M. Cox, Police Chief, at gmcox@murphytx.org

**WRITTEN QUESTIONS MAY BE SUBMITTED THROUGH FRIDAY,
DECEMBER 28, 2012 @ 12:00 P.M. CENTRAL STANDARD TIME
QUESTIONS OF A SUBSTANTIAL NATURE WILL BE ADDRESSED IN AN
ADDENDUM, WHICH WILL BE PROVIDED TO ALL BIDDERS**

**All bids will be opened at The City of Murphy, City Council Meeting room, located at
206 N. Murphy Road, Murphy, Texas, on January 11th, 2013 @ 3:00 p.m. Central Standard Time**

COVER SHEET

INDEX

SECTION I	NOTICE TO OFFERORS
SECTION II	GENERAL TERMS AND CONDITIONS
SECTION III	SPECIFICATIONS/CONTRACT TERMS
SECTION IV	EVALUATION CRITERIA
SECTION V	BID ENDORSEMENT
SECTION VI	BID PRICING SHEET (Must be completed by Bidder)
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SECTION VIII	EXHIBITS
	1. INSURANCE REQUIREMENTS
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**SECTION I
NOTICE TO OFFERORS**

1.1 INTRODUCTION

Section I provides general information to potential bidders on subjects such as where to submit bids, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 PRE-BID CONFERENCE

A pre-proposal conference will not be held.

1.3 SUBMISSION OF BID

All bids will be sealed and received by the City of Murphy, City Secretary (the "City"). Bids shall be in one envelope clearly marked:

**ADVERTISEMENT AND REQUEST FOR SEALED BIDS
CITY OF MURPHY, TEXAS**

**REQUEST FOR
ANNUAL CONTRACT FOR CITY WRECKER AND IMPOUND SERVICES**

City of Murphy, City Secretary
206 N. Murphy Road
Murphy, Texas 75094

**ALL BIDS MUST BE RECEIVED BY FRIDAY, JANUARY 11TH, 2013,
AT 3:00 P.M. CENTRAL STANDARD TIME**

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DECEMBER 28, 2012 @ 12:00 P.M. CENTRAL STANDARD TIME
QUESTIONS OF A SUBSTANTIAL NATURE WILL BE ADDRESSED IN AN
ADDENDUM, WHICH WILL BE PROVIDED TO ALL BIDDERS**

1.4 NUMBER OF COPIES

Bidder shall submit one original set and two (2) copies of bid documents. This will greatly facilitate the evaluation process. The bid shall remain the property of the City. The original copy shall be unbound and clearly marked "Original."

1.5 BID INFORMATION

All questions regarding bid preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing no later than Friday, December 28, 2012, 12 p.m., Central Standard Time.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If a bidder believes that parts of an offer are confidential, then the bidder must so specify. The bidder must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the bidder believes to be confidential. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the Contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 ADDENDUM/AMENDMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the bidder to make an adequate interpretation of this solicitation, a supplement to the solicitation will be provided to each offeror. Questions will be acceptable through December 28th, 2012, at 12:00 p.m., Central Standard Time.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

1.8 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation the bidder agrees that any offer it submits may be accepted by the City at anytime within 90 days from the close date.

The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City. Failure of the bidder to provide in its offer any information requested in the solicitation may result in rejection for non-responsiveness.

Costs incurred by any agency in the preparation of their response to this bid are the responsibility of the responding agency and will not be reimbursed by the City.

1.9 AWARD OF CONTRACT

The City intends to award a Contract using the evaluation criteria and other factors as indicated in Section IV. This is a Best Value Solicitation. The City reserves the right to award a Contract for City wrecker and impound services to one or more offerors.

1.10 CONTRACT ADMINISTRATION

The City Police Department shall be responsible for administration of the Contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.11 SUBSTANTIVE BIDS

The respondent shall certify (a) that his bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he has not solicited or induced any other person, firm, or corporation from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other respondents or over the City.

SECTION II GENERAL TERMS AND CONDITIONS

The City bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this Contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this Contract. The City reserves the right to terminate the Contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of Contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The Contract shall remain in effect until the Contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this Contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this Contract with the exception of a change order processed through the City.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code regarding Conflicts of Interest. The City Code, Article IX, Code of Ethics, states that "no city official may vote on or participate in any decision-making process on a matter concerning property or a business entity if the official has a substantial interest in the real property or business entity."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the City Secretary no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this Contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the Contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the Contract, the date the performance of service in accordance with the Contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

2.23 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.24 When unit price differs from extended price, the unit price prevails.

2.25 In case of a discrepancy between the product number and description, the description takes precedence.

2.26 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.27 Response to specification is primary in determining the lowest responsible bid.

2.28 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.28.1 A price redetermination may be considered only at the anniversary dates of the Contract. All requests for price redetermination shall be in written form and shall

include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. Any adjustment in pricing must be presented to the City at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City, normally within 30 days prior to the expiration date of the current Contract.

2.29 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the City Secretary, and bidder so agrees upon submittal of bid.

2.30 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.31 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Murphy. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.32 Bid tabulations can be accessed or requested by e-mail or by sending a written request along with a self-addressed, stamped envelope to the Chief of Police. Please allow at least one week after opening date for bids to be tabulated.

2.33 All work, materials, equipment, and supplies, furnished under this Contract shall comply with applicable laws, ordinances and regulations.

2.34 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.35 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.36 It is the policy of the City that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.37 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.38 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the Contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.39 Workers' Compensation Coverage - Statutory See Insurance Requirements in Section VIII – Exhibit “1.”

2.40 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.40.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.40.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.40.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.40.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any subcontractor under him.

2.41 Reserved

2.42 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.43 All protests regarding the bid solicitation process must be submitted in writing to the City Secretary within five (5) working days following the opening of bids. This includes all protests

relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.44 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE." SEE SECTION IV FOR EVALUATION CRITERIA.

**SECTION III
SPECIFICATIONS/CONTRACT TERMS**

**CITY OF MURPHY CONTRACT TERMS FOR WRECKER AND IMPOUND
SERVICES**

THIS AGREEMENT is by and between the City of Murphy, Texas (the “City”), a municipal corporation, and the Contractor identified herein below as of the date and year herein specified herein.

For and in consideration of the mutual terms and conditions stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto hereby agree as follows:

**Article I
Duration**

1.1. This Agreement is for a period of three (3) years commencing on the effective date and ending on the anniversary of said effective date, unless terminated prior thereto. The effective date shall commence on the date that the City Manager executes this Agreement. The City reserves the right to renew this Agreement under the same terms and conditions as provided herein for an additional three (3) year term. This Agreement is a non-exclusive agreement and the Chief of Police or his designee retains the right to terminate this Agreement in accordance with the provisions contained herein or other acts of default detrimental to the Murphy Police Department.

1.2. The Contractor may terminate this Agreement with a thirty (30) calendar day written notice of termination.

1.3 The City may terminate this Agreement, without cause, with a thirty (30) calendar day written notice of termination.

**Article II
Dispatch of Vehicles**

2.1. The Contractor shall dispatch appropriate vehicles or equipment to effectuate removal of a motor vehicle or such other vehicle at the direction of the Chief of Police or his designee, within the incorporated limits of the City of Murphy. The Contractor should maintain communication capabilities by use of pager, mobile telephone or other such device. The Contractor will not have access to any Murphy Police Department radio frequency.

**Article III
Minimum Requirements**

- 3.1. The following are the minimum requirements for personnel, equipment and facilities.
- (a) Personnel: The Contractor will provide twenty-four (24) hours a day, seven (7) days a week, access to release impounded vehicles or personal property. The

Contractor will provide a person or service to answer the phone twenty-four (24) hours a day, seven (7) days a week. The Contractor will also provide, under their supervision, the opportunity for vehicle owners to remove items from their cars, and for appraisals and photographs by insurance agents and body shop specialists. Upon request by the City, vehicles shall be moved by Contractor to designated areas within the impound site for impound auctions and/or inspections. Contractor, at its cost, will also provide such other personnel as may be needed to be available on a 24-hour basis, seven (7) days a week for the towing and handling of all vehicles.

The wrecker service shall ensure that wrecker operators assigned to tow vehicles and equipment, possess and maintain a current license to operate in accordance with the laws and regulations promulgated by the State of Texas. All operators shall wear traffic safety vest or clothing that meets ANSI (American National Standards Institute) Standards with a minimum Level II rating.

- (b) Equipment: To be available immediately (calls within city limit response time 30 minutes or less, heavy-duty wreckers within one hour or less)

Two (2) standard duty one-ton wreckers with 5,000 pounds minimum hauling capacity and one (1) heavy-duty wrecker with 20,000 pounds minimum hauling capacity. Tow trucks should have current registration and motor vehicle inspection. Each tow truck should be in safe operating condition. Each wrecker will be equipped with the following miscellaneous equipment: fire extinguisher, tow bar, towing dollies, safety chains, broom, shovel, wrecking bar, and jack stand. Each tow vehicle will be required to carry at minimum 5 gallons of dry absorbent material to clean fluid spills that are not cleared by Fire Department personnel.

- (c) Facilities: The Contractor shall provide and maintain an impound site for the destination point of towed vehicles and the location for storage of towed vehicles. The impound site must meet the criteria as specified under state licensing procedures established by the Texas Department of Licensing and Regulation. This Vehicle Storage Facility license shall remain valid throughout the duration of this Agreement. The impound site and all adjacent areas shall be kept clean and free of trash, rubbish, debris, and auto parts. The impound site will be within a fifteen (15) mile drive from the Murphy Police Department. The impound site will be of a size that is adequate to store a minimum of forty (40) standard size vehicles. The Chief of Police, or his designee, shall inspect and approve the site before this Agreement is awarded.

The Contractor shall keep and maintain the impound site in an adequately lighted, safe and secure manner and shall adequately protect all vehicles located therein. The Contractor shall post a list of fees that conform to this Agreement and are approved by the Murphy Police Department in a conspicuous place near the customer counter.

Article IV
Impoundment and Release of Vehicles

4.1 The Contractor shall keep and maintain such vehicles that he removes, in a safe and secure manner. No vehicle impounded may be released to any person without satisfactory proof of ownership. No vehicle impounded with a "hold" may be released without authorization from the Murphy Police Department. No storage fee will be computed on a vehicle with a "hold" placed on it. Storage fees may only be computed after the Murphy Police Department has officially released the "hold". The Murphy Police Department will release the hold by notifying the Vehicle Storage Facility (VSF) in person or by fax, a signed release identifying the official's name and badge number, the vehicle description including the VIN and license plate information and color. The Contractor will note the Murphy Police Department official's name, identification number, date and time that the release of hold is issued.

4.2 Any vehicle with a "hold" placed on it that is in the seizure process will be stored in a secured area away from other impounded vehicles. Upon the vehicle being awarded to the Murphy Police Department, all storage fees shall be waived.

4.3 In accordance with Texas Code of Criminal Procedure, Section 1, Chapter 18, Article 18.23, the Murphy Police Department will not be charged for towing, storage, impound or notification fees for the period of time that any vehicle towed and/or placed on "hold" by the Murphy Police Department is towed for evidentiary, examination purposes or for purposes of forfeiture. Proper storage procedures as dictated by the Murphy Police Department will be followed on all vehicles stored under this paragraph.

4.4 Upon the receipt of a complaint, by the Murphy Police Department, from any source concerning claimed damage to a towed vehicle or its contents, the Contractor shall submit a written report (format provided by the Police Department) upon request to the Chief of Police or his designee within twenty-four (24) hours after receipt of such request. Such report shall contain all facts pertinent to the claim or complaint presented. Contractor hereby expressly assumes full responsibility and liability for all such vehicles in his care, including all equipment and contents thereof and agrees to provide the defense for, indemnify and hold the City, its officers and employees harmless against all claims for damages to vehicles and their contents while under his control.

Article V
Payment

5.1 The payment of the accrued charges for towing, storage or other related services shall be borne exclusively by the owner or agent of the vehicles removed and impounded. The schedule of charges and the amount charged for any service shall not be changed by the Contractor without express written approval of the Chief of Police. The Contractor shall not charge any vehicle owner any amount in excess of the charges set forth in the schedule of charges. Complaints or disputes relative to billing by the Contractor from owners or agents of vehicles removed or impounded shall be filed with the Chief of Police, in writing, stating in particular the complaint or disputed portion of the charges and include a copy of the detailed billing receipt, no

later than two (2) weeks from the date of the receipt. The final determination and resolution of complaint or billing dispute by the Chief of Police is final.

Article VI Sale of Vehicles

6.1 Any vehicle impounded under the provisions of this Agreement may be sold at public sale in accordance with applicable State law. Contractor shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required under Chapters 683, 684 and 685 of the Texas Transportation Code, as amended, the Texas Occupation Code, Chapter 2303, as amended, or any other applicable law, to be given or provided by the Murphy Police Department and/or Contractor as agent for the Murphy Police Department or as operator of the City designated vehicle storage facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any junked vehicle, abandoned motor vehicle or other vehicle impounded at the direction of the City.

- (1) On recovered stolen vehicles, storage fees shall commence on the day following the date in which the vehicle owner or agent signed the notice.
- (2) Storage fees shall not be collected when a vehicle is not involved in an accident, but is taken into protective custody and the operator is incapacitated due to physical injury or other illness to the extent the operator is unable to care for his vehicle.
- (3) The Contractor shall dispose of junked vehicles in accordance with the Texas Transportation Code, Chapter 683, as amended and other applicable State or local laws, within forty-eight (48) hours after removal of the junked vehicle to the Impound Site. Contractor shall be responsible for applying for any Certificate of Authority to Dispose for any said junked vehicles.

6.2 Contractor shall provide to the Murphy Police Department on the day of disposition of a junked vehicle, a signed receipt (or other evidence satisfactory to the City) from a scrap yard or Motor Vehicle Demolisher as to the disposition of the junked vehicle. Once impounded, a "junked" vehicle shall not be released without authorization by the Murphy Police Department.

Article VII Records and Reports

7.1 The Contractor shall prepare and maintain a current computerized inventory listing, a copy to be submitted and mailed, or emailed, to the Murphy Police Department weekly that shows the following:

- (a) Date and time vehicle towed and impounded, indicating if a "hold" is or is not placed on vehicle. Date "hold" released and by whom indicated on form;
- (b) Make, model and year of vehicle;

- (c) License number (verified by Contractor);
- (d) Vehicle identification number (verified by Contractor);
- (e) General description of vehicle and its condition upon being brought in with adequate notes as to any major defects and/or damages. (Applies only to first time listed).
- (f) An inventory of all loose personal property or articles in the vehicle where it is brought into the City Pound. These contents, if unclaimed at the time vehicle is sold at public auction will remain with the vehicle. (Applies only to first time listed).
- (g) An inventory of vehicles claimed by owners, with a copy of receipts reflecting storage charges (if any) and payment for the storage charges in a manner designated by the City.

7.2 The Contractor shall retain and maintain all business records provided for in this Agreement for a period of three (3) years. The Contractor agrees to permit the Murphy Police Department to audit and inspect all records relative to the impoundment and towing of vehicles at any reasonable time. Failure to allow inspection or falsification of records will be grounds for immediate termination of this Agreement.

7.3 The Contractor further agrees to allow the Murphy Police Department the right to inspect at any time any and all vehicles towed, impounded or stored by Contractor and to conduct inventories of vehicle contents.

Article VIII Accident Scene

8.1 The wrecker service will be responsible for the clearing of the roadway and removing glass and other debris from the accident site. Accident scene includes one or more vehicles which are involved in an accident and includes the area of the location of vehicles and the area which contains debris from the vehicles including parts of vehicles and cartage. Labor rates for clearing the debris or cartage are to be provided in accordance with the authorized fee schedule and are recoverable from the owner or agent of the vehicles towed. On minor accidents, where the Fire Department does not respond, and there is a fluid spill or leak (oil, transmission fluid, coolant, etc.), the Contractor shall use an absorbent material to retrieve as much fluid as possible.

Note: Accident Site Defined: the area around the accident site is included, and is not limited to the roadway. For example, a beverage truck overturns and spills cans onto the roadway and median. Both areas must be cleared. If there is any dispute about where this area is, an on-scene Murphy Police Officer will be the final authority and his or her directive must be followed.

**Article IX
Response Time**

9.1 From the time the wrecker service is notified, the response time will be no more than thirty (30) minutes for calls within Murphy City Limits. After thirty (30) minutes, the Murphy Police Department may cancel the response of the tardy tow vehicle and notify another towing service to respond.

9.1.1 No fee or remuneration will be payable or due to the cancelled tow service.

9.2 On heavy duty wrecker calls, the response time will be no more than one (1) hour for calls within the Murphy City Limits.

9.3 If after three (3) incidents, in a twelve (12) month period, where the responding wrecker has exceeded thirty (30) minutes, the Contractor will be charged a \$100 fee on each subsequent call where the tow vehicle's response exceeds thirty (30) minutes. Failure to pay the fee within 30 days of being invoiced will constitute a breach of contract and could result in the immediate termination of the contract.

9.3.1 The fee will be charged until the oldest recorded incident is at least 12 months old.

**Article X
Wrecker and Storage Fees**

10.1 Wrecker fees will be set by a Council Resolution following a review by the Chief of Police and approved by the City Manager and posted on or before June 1 of each even calendar year. The wrecker service shall post in a conspicuous place, near the cashier's counter, a copy of the scheduled charges allowed by the City. On tows requested by the Police Department, when the vehicle will be towed to a destination other than the Vehicle Storage Facility, the wrecker service shall not charge any fees that exceed the set schedule of fees.

10.2 There will be no storage fee for vehicles which remain in the pound less than twelve (12) hours. At the end of the twelve hour limit, a storage fee will be charged. Storage, impound and notification fees are set by the Texas Department of Licensing and Regulation. The City recognizes these fees and the tow service cannot exceed these fees in any way.

10.3 Vehicles owned and leased by the City will not be charged for local towing or tows within a 50 mile radius of City Hall, except vehicles with a curb weight exceeding 1 ton. There shall be no limit to the number of tows. Towing outside of the fifty (50) mile radius will be the towing fee plus \$1.00 per mile.

10.3.1 Vehicles weighing over one (1) ton will be towed and charged a fee of \$3.00 per mile if a heavy-duty wrecker is required.

10.4 A fee of \$1.00 per mile after 50 miles will be allowed for light duty wrecker calls, \$2.00 per mile on medium duty wrecker calls, and \$3.00 per mile on heavy duty wrecker calls.

10.5 Contractor agrees to provide the necessary labor and equipment for the changing of flat tires on Murphy Police and Fire vehicles (on fire vehicles weighing no more than $\frac{3}{4}$ ton). Response time must be within thirty (30) minutes after the time the Murphy Police Department dispatcher notifies Contractor of a request for service.

Article XI Disregards

11.1 Contractor is solely responsible for the costs for tow calls that are disregarded by the Murphy Police Department. A request for a tow truck may be canceled by the City and Murphy Police Department at any time prior to the actual hooking up to a vehicle. A request for tow services will not be disregarded, once the tow truck has arrived at the scene, unless a private wrecker (which was privately called) arrives simultaneously at the scene.

Article XII Administrative

12.1 All forms, notices or other correspondence to owners and lien holders must be on a form that is approved by the Chief of Police or his designee. The Murphy Police Department shall have the right, upon reasonable demand, to review and copy any and all forms, notices, correspondence and receipts that are a result of an impound or towing authorized by the Murphy Police Department.

**Article XIII
Restrictions**

13.1 Wrecker services, under this Agreement, will not arrive at the location of an impound request unless they are on call or otherwise requested by the police department.

13.2 No portion of this Agreement may be assigned or delegated by the wrecker service without prior authorization and written approval by the Chief of Police or his designee.

13.3 The wrecker service is prohibited from selling parts from or dismantling vehicles that have been acquired under the terms of this agreement unless the police department causes to be issued a Certificate of Authority to dispose of said vehicle.

**Article XIV
Authority of Chief of Police to Release Certain Vehicles**

14.1 The Chief of Police or his designated representative may release a vehicle without payment of storage and payment of towing for the reasons set forth below:

- (a) A vehicle was taken into protective custody when the incident did not involve an arrest, violation or automobile accident.
- (b) A vehicle is owned by or belongs to an individual who is not a citizen of the United States, who does not permanently reside in the United States and who is entitled to diplomatic immunity.
- (c) Subsequent investigation results in a determination that there was no violation of the Texas motor vehicle laws or the Murphy traffic code or that the arrested person did not commit a criminal offense.
- (d) In extraordinary circumstances where the Chief of Police has determined a public necessity, emergency or the existence of exigent circumstances in order to ensure safety of the public.

**Article XV
Indemnification**

15.1 THE CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, LIENS, DEMANDS, LIABILITY, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, LEGAL FEES AND OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF OR ASSERTED BY ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY

(INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAY INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR THE PROVISION OF SERVICES RENDERED HEREUNDER. CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND OR SUIT AT THE SOLE EXPENSE OF THE CONTRACTOR. CONTRACTOR FURTHER AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIM OR CLAIMS ALLEGED ARE GROUNDLESS, FALSE OR FRAUDULENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST THE CONTRACTOR OR THE CITY OR TO ENLARGE IN ANY WAY THE CONTRACTOR'S LIABILITY, BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FOR CLAIMS, DAMAGES OR INJURIES TO THIRD PARTIES OR PROPERTY ARISING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.

**Article XVI
Miscellaneous**

16.1 Amendments: This Agreement may not be amended or modified except by a written instrument signed by all parties hereto.

16.2 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

16.3 Binding Effect: This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. The sale of the wrecker service shall void this Agreement.

16.4 Time for Performance: Time is of the essence under each provision of this Agreement. Strict compliance with the times for performance is required.

16.5 Business Day: If any date of performance under this Agreement falls on a Saturday, Sunday or Texas legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or Texas legal holiday.

16.6 Termination: Either party may terminate this agreement upon a 30 calendar day written notice addressed and mailed to the people and addresses in Section 24 of this agreement.

16.7 Notices: All notices to be given hereunder shall be in writing and shall be deemed to have been duly given at the time of delivery if personally delivered; or upon the next business day after mailing if mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below:

If intended for City, to:

City of Murphy, Texas
Attn: City Manager
206 N. Murphy Road
Murphy, Texas 75094
Facsimile: 972-468-4008

With a copy to:

Andrew Messer
Messer Law Firm, P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
972.424.7200 Telephone
972.424.7244 Fax

If intended for Contractor:

16.8 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any cause of action relating to this Agreement shall be in the courts of appropriate jurisdiction of Collin County, Texas.

**SECTION IV
EVALUATION CRITERIA**

This is a Best Value Solicitation. Bids will be evaluated on the following criteria:

1. Cost of towing (lines 1 – 19 as listed on the Bid Pricing Page) (60%)
2. Background and History of Company (10%)
 - a. Number of year(s) in business: _____
 - b. Number of employees: _____
 - c. Business Hours: _____
 - d. Available Staff: _____
 - e. Number of years providing tow services to cities: _____
3. References (10%): Please use enclosed Bidders Qualification Statement and Reference forms.
4. Capacity to Best Meet the Needs of the City of Murphy (20%):
 - a. Number of Trucks:
 - i. Standard Duty One-Ton Wreckers (5,000 lbs minimum hauling capacity):

 - ii. Heavy Duty Wrecker (20,000 lbs minimum hauling capacity):

 - b. Truck Description:
 - i. List type of equipment stored in each wrecker:

 - c. Number of Facilities or Lots: _____
 - i. Facility/Lot Location: _____
 - ii. Facility/Lot Security: _____
 - iii. Facility/Lot Square Footage: _____
 - iv. Parking Lot Surface: _____
 - v. Parking Lot Lighting: _____

**SECTION V
BID ENDORSEMENT**

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name)

By: _____
(Original Signature) **Must be signed to be considered responsive**

(Typed or Printed Name)

(Title) (Date)

Remittance
Address: _____

(Zip Code)

Phone #: (____) _____

Fax #: (____) _____

Email Address: _____

**SECTION VI
 BID PRICING SHEET
 CITY OF MURPHY WRECKER FEES**

- | | | |
|-----|--|-------|
| 1. | Light Duty Wrecker (Flat Rate) | _____ |
| 2. | Light Duty Recovery (Flat Rate) | _____ |
| 3. | Flatbed Wrecker (Flat Rate) | _____ |
| 4. | Dollies (Flat Rate) | _____ |
| 5. | Use and Clean-Up of Absorbent Material | _____ |
| 6. | Storage Fee P/Day | _____ |
| 7. | Storage Fee Over 25' | _____ |
| 8. | Impound Fee | _____ |
| 9. | Letter of Notification | _____ |
| 10. | Medium Duty Wrecker (Hourly Rate) | _____ |
| 11. | Cargo Clean-Up (Hourly Rate) | _____ |
| 12. | Heavy Duty Wrecker (Hourly Rate) | _____ |
| 13. | Heavy Duty Recovery (Hourly Rate) | _____ |
| 14. | Motorcycles (Flat Rate) | _____ |
| 15. | Lock-Outs (Flat Rate) | _____ |
| 16. | Trailers (Flat Rate) | _____ |
| 17. | Mileage Fee | _____ |
| 18. | Incident Management Fee
(Incident Management Fee is allowed on crashes or incidents that require the tow company to summon an incident manager of the tow company to the scene to manage or call in additional resources. This shall be a flat per hour fee prorated in fifteen minute increments.) | _____ |

Incomplete fee schedules will be cause for rejection: Please indicate a fee or N/A where applicable.

Charges for additional fees should be submitted as an additional attachment to the Bid Pricing Sheet.

**SECTION VII
FUEL SURCHARGE**

FUEL SURCHARGE: A fuel surcharge will be allowed when diesel fuel prices exceed a set price per gallon based on the national cost average.

A.	\$3.50 per gallon to \$3.99 per gallon	\$ 5.00
B.	\$4.00 per gallon to \$4.49 per gallon	\$10.00
C.	\$4.50 per gallon to \$4.99 per gallon	\$15.00
D.	\$5.00 per gallon and above	\$20.00

SECTION VIII - EXHIBITS
EXHIBIT 1 — INSURANCE REQUIREMENTS

Contractor performing work on City property or public right-of-way for the City of Murphy shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions indentified herein. Contractor shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the Contractor's policy. The City, at its own discretion, may require a certified copy of the policy. All insurance companies and coverage's must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Murphy. Listed below are the types and amounts of insurance required. The City reserves the right to amend or require addition all types depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent.
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If applicable

Sole Proprietors may request a waiver of the Worker’s Compensation coverage requirement if they have no employees. If services under this Agreement will not be performed on city property, the Contractor may submit a written request for exemption from the Worker’s Compensation requirements.

All Certificates of Insurance need to reference job or contract number in comments section.

The attached “Insurance Requirement Affidavit” must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

By submitting a bid or proposal without previous approved exceptions, contractor agrees to the following general provisions: (i) Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to bid due date; (ii) Exceptions must be approved in writing by City’s representative prior to bid or proposal submission; and (iii) City will not accept requests for exceptions after bids have been received.

INSURANCE REQUIREMENT AFFIDAVIT
(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this Contract by the City of Murphy, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid. If this time requirement is not met, the City has the right to declare this vendor non-responsive & award the Contract to the next bidder meeting specifications.

Agent's Signature

Agent's Name Provided

Name of Insurance Carrier

Address of Agency

City, State, Zip

Phone Number where Agent May be Contacted

Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named _____
on this the _____ day of _____, 201____.

Notary Public in and for the State of Texas

BIDDER AGREEMENT

I agree to provide the above described insurance coverage's if selected to perform work for the City of Murphy. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Company: _____

Printed Names _____ Vendor # (if applicable): _____

Signature: _____ Date: _____

City of Murphy Project or Bid Number: _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity with bid submittal.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, an new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (f) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this Contract a prohibited interest as that is defined in City Charter or Murphy City Code.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this Contract will render the Contract voidable.

Name of Contractor

By: _____
(Signature)

(Printed Name)

(Title)

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 201__.

Notary Public in and for the State of Texas

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>		

Adopted 06/29/2007

REFERENCES

List your most current agreements/contracts, with information, similar to the type of work bid.
(Use Additional Sheets if Necessary)

Description of Services: _____
Number of Years: _____
Address of Service Location: _____
Name of Location Served: _____
Contact Person: _____ Phone: _____

Description of Services: _____
Number of Years: _____
Address of Service Location: _____
Name of Location Served: _____
Contact Person: _____ Phone: _____

Description of Services: _____
Number of Years: _____
Address of Service Location: _____
Name of Location Served: _____
Contact Person: _____ Phone: _____

EXHIBIT 6
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a:	1	Sole Proprietorship	Yes	No
	2.	General Partnership	Yes	No
	3.	Limited Partnership	Yes	No
	4.	Corporation	Yes	No
	5.	Other	Yes	No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

_____ No _____ Yes if yes, specify: _____ MBE _____ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

_____ No _____ Yes

If yes, specify the governmental agency: _____

Date of Certification: _____

EXHIBIT 7

CITY OF MURPHY VENDOR REGISTRATION FORM
VENDOR MUST SUBMIT IRS FORM W9 WITH APPLICATION
VENDORS WILL NOT BE ENTERED WITHOUT AN IRS FORM W9

Vendor No: _____ Entry Date: _____

**Complete the application and mail to: City of Murphy, Chief of Police,
206 N. Murphy Road, Murphy, Texas 75094.**

Company Name:

Mailing Address:

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Representative(s) Name & Title:

Email Address:

Tax ID No (REQUIRED): _____ State of Incorporation: _____
Type of Organization (Check one): _____ Individual _____ Partnership
_____ Corporation _____ Other

Type of Business (Check one): _____ Manufacturer _____ Wholesaler
_____ Retailer _____ "Broker"
_____ Distributor
_____ Service Organization _____ Other 0

Name on Check:

Remittance Address:

City: _____ State: _____ Zip: _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals and/or Contracts:

Small Business

Less than 50 employees

51-99 employees

Less than \$1 million annual gross receipts

\$1-3 million annual gross receipts Disadvantaged Business

Disadvantaged Business

(At Least 51% Ownership)

Black American Women

Hispanic American Other

Asian Pacific American

Native American

Goods and/or services for which Bidding Opportunities are requested:

I hereby certify that the above information is true and correct to the best of my knowledge.

\Signature: _____ Date: _____

Print Name & Title of Signatory: _____

Issue

Discuss and consider acting upon a recommendation to install stop signs and street lights on Betsy, Oriole and Heritage to provide for vehicle access and smooth movement of vehicles through these areas of congestion.

Background

Several complaints have been received from citizens relative to traffic congestion on Oriole at Betsy. The northbound traffic, in particular, must wait for extended periods, at times, usually in the morning during school drop-off rush hour, to gain access to Betsy. This area was evaluated for possible remedies.

Primarily, the most effective and least expensive alternative tactic to address this issue would be the installation of stop signs on Betsy for both east- and westbound traffic. This would involve minimal disruption of traffic on Betsy and provide reasonable access for north- and southbound traffic to merge onto or cross Betsy. Ideally, an automated traffic control light would be the best and most effective method, but it would also be very expensive (install and operational costs).

Also, in anticipation of the upcoming roadway construction on N. Murphy Road traffic movement on Heritage is likely to increase. Chief Cox conducted an assessment of Heritage to identify possible traffic control devices that might be incorporated into the existing lanes of traffic that might assist in slowing down through-traffic and provide access for intersecting vehicle that will be utilizing this roadway once construction starts on N. Murphy Road.

Based on this assessment, it would be suggested that we install stop signs at the north end of Heritage at Betsy, which will make this a T-intersection. Plus, the installation of one set of stop signs at the intersection of Glen Ridge and a set at either Raven/Dakota Drive or Cambridge/Eagle Way is recommended. Either of these two locations will create a 4-way stop intersection this is just one intersection away from an existing 4-way stop.

Financial Considerations

The installation of six stop signs should run about \$100 each, plus labor costs.

Staff Recommendation

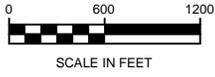
Staff would recommend that Council authorize the installation of the recommended stop signs at the identified locations.

Attachments

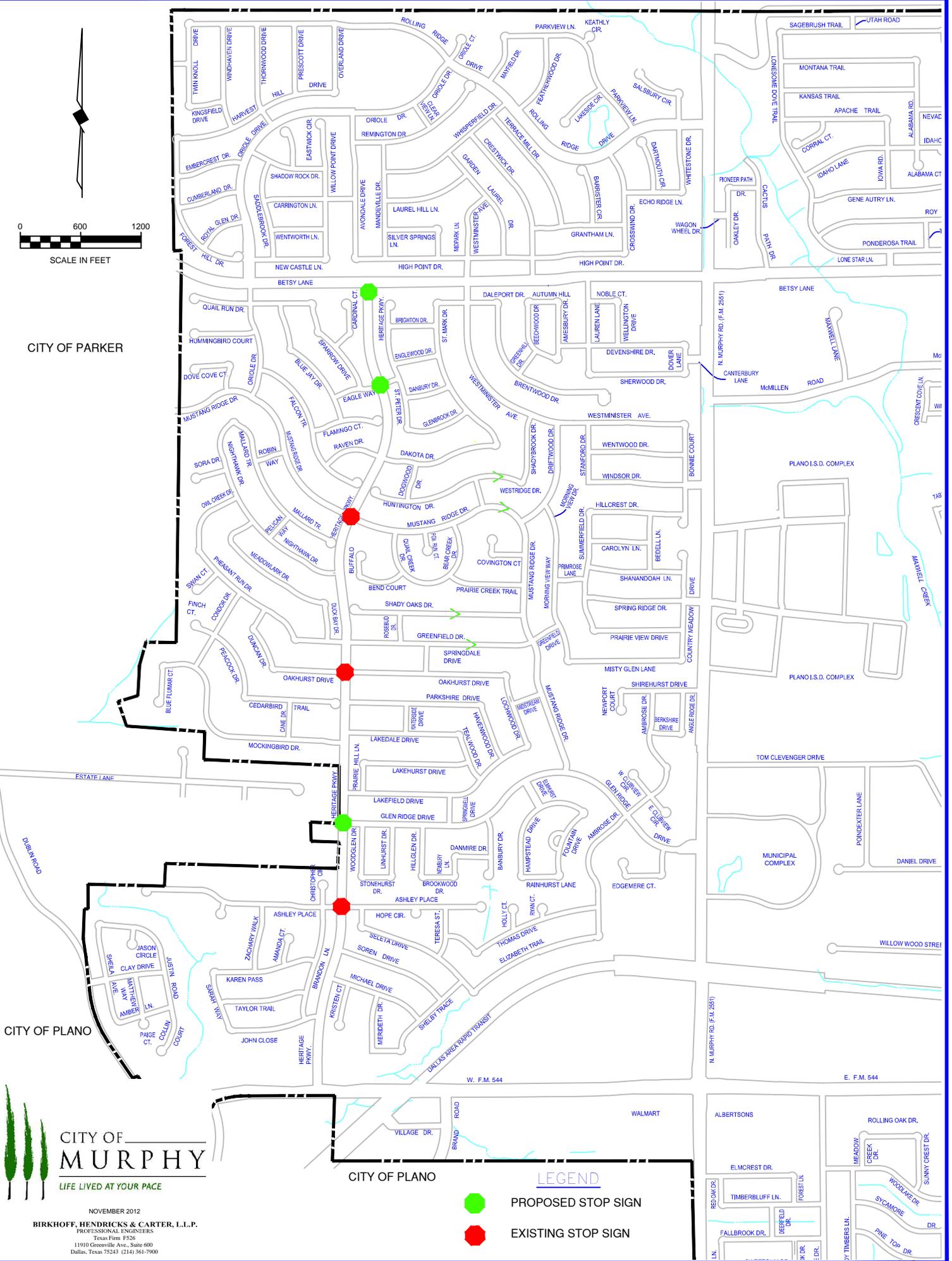
Map of affected area(s)

Chief G. M. Cox
Submitted By

James Fisher, City Manager
Approved by



CITY OF PARKER



CITY OF PLANO



NOVEMBER 2012
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm F526
11910 Greenville Ave., Suite 600
Dallas, Texas 75244 (214) 361-7900

CITY OF PLANO

LEGEND

-  PROPOSED STOP SIGN
-  EXISTING STOP SIGN

Issue

Consider and take action, if any, regarding neighborhood traffic control issues and providing staff guidance to develop a City of Murphy Traffic Calming Policy.

Staff Resource / Department

James Fisher, City Manager
GM Cox, Police Chief
Mark Lee, Fire Chief

Background

Over the past several months, several citizens have made comments to Council during the "Citizen Comments" section of the Council Meeting Agenda relative to perceived speeding of vehicles on Hawthorne Drive and the need for additional traffic enforcement and traffic calming mechanisms.

At the January 4, 2011 Council meeting, the general idea of adopting a Traffic Calming Policy for the City of Murphy was recommended. Staff was directed to develop a model, or draft, policy. The attached policy is presented for further discussion. This item was last discussed at the March 1, 2011 Council meeting. There has been little further action or discussion of this item by staff since that time.

This item is being brought back before Council for general discussion and to develop a plan for further action, if any.

Financial Considerations

Depending upon the scope and depth of the Traffic Calming Policy, if adopted, the financial impacts could be substantial. Speed cushions, if approved as a traffic calming device, could be very expensive to install and there are concerns for general liability issues of damage to vehicles and the response by emergency vehicles that have to maneuver around and over these obstacles. Installing choke points or altering landscaping could be very expensive not only to install, but also to maintain. Installing additional traffic enforcement mechanisms, such as speed limit signs, speed trailers, or even pole mounted speed display devices could be very expensive (from a few hundred dollars up to about \$10,000 for a new speed trailer).

Staff Recommendation

This is an extremely challenging policy to implement. The reason for the challenge is that our streets and homes are in existence. Any traffic calming measure installed would not only impact the traffic, but also have an impact upon the property owners at the calming measure. Property owners will not be able to park within 75'-100' of the calming measure. Also, property owners may have to give up right-of-way for the calming measure to be installed. Finally, property owners located at or near the calming measure may hear a constant stop-and-go as traffic navigates the calming measure.

I think our best recommendation at this time is traffic enforcement with the aid of speed monitoring trailer. Also, increase police presence if the speed monitor trailer supports the need.

Attachments

- 1) Proposed City of Murphy Traffic Calming Policy for Residential Neighborhoods
- 2) Chapter 4 Thoroughfare Plan (to be added in the Traffic Calming Policy, if adopted)



CITY OF _____
MURPHY
LIFE LIVED AT YOUR PACE

Traffic Calming Policy For Residential Neighborhoods

November 27, 2012

for

City Council Consideration



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Something to consider is the inclusion of a street light installation policy for when and if we received requests from a citizen for the installation of a street light. GMC

Appendix

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1. Introduction

It is important to the City of Murphy to both maintain the safety and integrity of neighborhoods and meet the needs of drivers on the roadway. In response to this set of objectives, the City has developed a Traffic Calming Policy to address certain neighborhood traffic issues. Traffic Calming methods are aimed at either slowing the speed of traffic in neighborhoods or reducing the volume of cut-through traffic.

This policy allows citizens to request the installation of certain Traffic Calming measures and establishes a procedure for making and evaluating such requests. The policy and the accompanying procedures specify the types of streets that are eligible for consideration, how a request can be made, what procedures will be used to evaluate a request and how the cost for the Traffic Calming measure will be paid. Since a Traffic Calming device may affect streets besides the one being altered, the policy provides a means for property owners beyond the immediate area to participate in the process and to understand the impact on all affected streets prior to providing their feedback on the proposal. If the installation of a Traffic Calming device is approved, the City will work with the neighborhood to select the appropriate device depending upon whether the primary goal is to reduce traffic speeds or to reduce traffic volume.

The Community Development/Assistant City Manager's office is responsible for the program application process and implementation of any approved Traffic Calming measures. The administrative process for this Traffic Calming Policy may be refined as necessary by Community Development without the need for City Council action; however any significant changes in policy criteria must be approved by the Council. Implementation of Traffic Calming devices installed under this program will be limited by the annual budget adopted by the City Council each fiscal year.

The Traffic Planning staff of the City of Murphy can be contacted at (972) 468-4022.

More information is available at: <http://www.murphytx.org/CommunityDevelopment>

2. Definitions

An **Applicant** is the individual designated as the contact person for the group (HOA, subdivision, or a sub-set of an HOA or subdivision) making the traffic calming request.

An **application** will consist of a completed form provided by the City, along with a petition in favor of the proposed Traffic Calming device, signed as described herein, and the required review fee.

Critical service routes consist of streets necessary for the provision of services to the community by Police, Fire, Solid Waste, Emergency Operations, any other City department, or any public utility company. The following street types are incorporated into this policy and designated, accordingly, as critical service routes and roadway types:

Level of Service (LOS)	Description	Example
A and B	Light, free-flowing traffic volumes. Virtually no delays with smooth progression of traffic, and speed is generally unaffected by other vehicles. Slight decline in the freedom to maneuver from A to B.	Residential or rural streets
C	Basically satisfactory to good progression of traffic, but at that point where individual drivers become affected by interactions with other vehicles. Light congestion, and speed is affected by the presence of other vehicles.	Urban thoroughfares at off-peak hours
D	High density, but stable, traffic flow. Speed and freedom to maneuver are restricted. Small increases in traffic volume will cause significant operational problems. This LOS is generally used to justify thoroughfare improvements.	Secondary streets at peak hours
E	Operating conditions at or near capacity level. All speeds are reduced, but remain relatively uniform, meaning generally not stop-and-go. Operations at this level are usually unstable, because small increases in traffic volume will cause severe speed reductions.	Primary streets at peak hours
F	Forced flow. Heavy congestion. Total breakdown with stop-and-go operation. Queues/backlog (i.e., vehicle stacking) at intersections may exceed 100 vehicles.	Developed areas in larger cities at the peak hours

Attachment #1: Comprehensive Plan, Chapter 4, Thoroughfare Plan (Sefko Planning Group)



Traffic Calming Policy for Residential Neighborhoods

Roadway Type	Right-of-Way Width	Street Paving Width	Ultimate Number of Traffic Lanes	Median Width
Type "A" - Major Arterial	120 feet	87 feet	6 Lanes	16 feet
Type "B" - Secondary Arterial	84 feet	64 feet	4 Lanes	16 feet
Type "C" - Major Collector (Non-Residential)	70 feet	44 feet	4 Lanes	None
Type "D" - Minor Collector (Residential)	60 feet	37 feet	2 Lanes	None
Type "E" - Residential Street	50 feet	27 feet	2 Lanes	None

Neighborhood concurrence is the percentage of homeowners in the Primary Affected Area that must concur with the placement of either a temporary or permanent Traffic Calming device.

The **Primary Affected Area** consists of the private property along 1) the street being considered for a Traffic Calming device; 2) those streets in the area that are likely to experience an increase in traffic after the Traffic Calming measure is implemented due to diverted traffic; and 3) those intersecting streets that depend on the street(s) under discussion for convenient access. The City's Assistant City Manager will determine the Primary Affected Area for each proposed Traffic Calming measure following a pre-application meeting with the applicant.

Speed control measures include chicanes, speed humps, speed cushions, speed tables, traffic circles, center island narrowing, midblock narrowing, intersection neckdowns, and speed monitor display signs (permanent or temporary).

Street closure refers to the partial or complete closure of a publicly-owned and maintained street to through traffic, typically implemented by the installation of a physical device or barrier designed to prevent vehicular traffic from passing, and may include warning signage, pedestrian access through the barrier, emergency vehicle access, and a vehicle turn-around, if required.

Street length is the distance measured along the centerline of the street from the projection of the curb line at the last intersecting street or an existing acceptable turn-around point to the center of the proposed turn-around, dead-end, or cul-de-sac.

A **Traffic Calming measure or device** is a physical barrier or device or a geometric design feature installed for the purpose of reducing the speed and/or volume of vehicles traveling a roadway and classified as either speed control measures or volume control measures.

Volume control measures include full street closures, half street closures, semi-diverters, median barriers, forced turn islands, and gate closures.



The *85th percentile speed* is the speed at or below which 85% of vehicles on the roadway travel and above which only 15% of vehicles travel.

3. General Information

Any request/petition for a Traffic Calming device must be in writing and include the City’s standard Traffic Calming Request Application and a check for the review fee. The application must be signed and submitted with the necessary signatures of the Homeowner Association President or designee (if applicable) and the Applicant. Certain dates will be determined as submittal dates by which applications must be turned in to Community Development to be eligible for consideration. The City of Murphy website will be updated periodically to reflect the latest submittal dates. The website address is <http://www.murphytx.org/CommunityDevelopment>. Each request will be evaluated according to the requirements and procedures outlined below.

We would have to develop our application or we could adopt the form utilized by the City of Richardson. GMC

Speed control measures require approval from Community Development. Volume control measures require the approval of the City Council. In order for a request to be forwarded to the Assistant City Manager over Community Development or City Council for consideration, all eligibility requirements must be met. This is done by meeting the minimum threshold criteria, achieving the appropriate level of concurrence from the impacted property owners, and conducting the necessary traffic impact analyses.

3.1. Eligibility Requirements

A request for a Traffic Calming device to be placed on a City street is eligible for consideration where the following requirements are met:

(Note: Speed control measures and volume control measures have similar eligibility requirements, but differences do exist as noted below.)

3.1.1. Operational Characteristics:

- The roadway must be classified as either a local street or a two-lane residential neighborhood collector street as depicted in the latest Thoroughfare Plan, Chapter 4 of the Comprehensive Plan which is amended from time to time. Arterial streets and collector streets with more than two lanes will not be considered. A Thoroughfare Plan is included in the appendix.
- Properties fronting or having access to the street must be predominantly residential in character.
- The street must have a posted speed limit of 25 miles per hour.



- For a speed control measure, traffic volumes must be between 250 vehicles/day and 2,000 vehicles/day. For a volume control measure, traffic volumes must be between 750 vehicles/day and 2,000 vehicles/day.
- The street must not be a critical service route as identified by the Police, Fire, Solid Waste, Emergency Operations, any other City department, or any public utility company, unless this requirement is waived by the City Council.
- A Traffic Calming measure must not eliminate the only means of vehicular, pedestrian, or service vehicle access to any property or restrict access to utilities.
- A road closure or any other Traffic Calming measure must not create terminated roadway segments, dead-end blocks, or cul-de-sacs that are greater than 500' in length.

3.1.2. *Geometric Characteristics:*

- The street must have adequate sight distances to safely accommodate the Traffic Calming measure as determined by Community Development.
- The street must not have curves or grades that prevent safe placement of the Traffic Calming measure. The Traffic Calming measure may not be located on streets that have a vertical grade of more than 5% on their immediate approaches.
- The street must be paved and be at least 1,000 feet in length. If there is no curb and gutter, a special design must be used to prevent vehicles from maneuvering around the device.
- The design and implementation of the traffic calming device must not interfere with the existing street drainage, property access, or driveways.
- The street should not be scheduled for resurfacing or reconstruction within the next two years.

For application requests meeting the above and all other pertinent requirements, City staff will proceed with the analysis described in Section 4.4. If a request is determined not to be eligible, the Applicant will be notified in writing.

3.2. *Cost Responsibility*

3.2.1. *Speed Control Measure Costs:*

Application fee – The applicant is responsible for payment of the \$250 application review fee at the time of the application submittal.



Installation cost - The cost for the installation of various speed reducing devices (including accompanying signs, pavement markings, etc.) will be paid by the City based on a priority ranking and within the limits of annual funding.

Upon review, the applications submitted will be ranked on a priority basis. The budgeted funds will be spent starting with the highest priority location. The ranking will be based on the 85th percentile speed on the subject street and the degree to which it is over the posted speed. For example, if two streets (A & B) have a posted speed of 30 miles per hour and the 85th percentile speed on street A is 37 miles per hour but it is 39 miles per hour on street B, then street B will have a higher priority ranking; however, the installation of speed humps can be expedited if the requesting party provides the funding for the installation rather than waiting for city funds to become available.

3.2.2. *Volume Control Measure Costs:*

- Application fee – The applicant is responsible for payment of the \$250 application review fee at the time of the application submittal.
- Trial closure cost - Temporary closure signs and barricades to be used for trial street closures meeting the requirements of Section 3.1 will be provided and installed by the City for the duration of the evaluation process.
- Permanent closure cost - Each request will be evaluated separately and the cost to the applicant will be determined on a case-by-case basis.
- Due to the higher costs associated with volume control measures and street closures, these projects may require placement on the city's Capital Improvement Program (CIP) list for future bond programs. Possible funding sources will be discussed with the Council at the time of approval of the project. The cost for these projects will not be funded in the annual general fund budget.

3.3. *Location of Traffic Calming Device*

Many factors must be considered in locating Traffic Calming devices for optimal effectiveness. If not correctly placed, localized reductions in speed or volume may occur instead of overall speed or volume reductions along the entire block. Specific site details and conditions should be the dominant consideration in determining the exact location for each of these devices.

3.4. *Removal of Traffic Calming Device*

The process and procedure for requesting removal or alteration of Traffic Calming devices is the same as the process for installation, except that there is no City participation in cost sharing for removal of speed humps and speed cushions that were installed under this policy. All associated



costs for the removal of devices originally installed under this program must be borne by the Applicant.

Notwithstanding the criteria and procedures described in this policy, the City Council, at its discretion, may close, divert or reopen any public street within the City when deemed necessary to preserve or protect the public health, safety, and welfare.

3.5. Design Standards and Procedures

The Community Development staff shall prepare and maintain design standards and installation procedures for Traffic Calming devices in accordance with these guidelines.

4. Procedures for Requesting and Installing a Traffic Calming Device

4.1. Project Request

The initial request for installation of traffic calming measures must originate from the property owners residing on the street(s) in question. A request in writing must be forwarded to City of Murphy, Community Development, 206 N. Murphy Road, Murphy, Texas 75094.

4.2. Pre-Application Conference

Prior to submission of an application, the City of Murphy Community Development staff will meet with the applicant to discuss the application process, the eligibility requirements, the limits of the area potentially impacted by the Traffic Calming device (the Primary Affected Area), the evaluation procedure and the implementation process.

4.3. Application

The application will consist of a completed Traffic Calming Request form supplied by the City, the required petition with signatures, and the review fee. The petition must be signed by greater than 50% of the property owners in the Primary Affected Area. If the petition is for a volume control measure, the petition must include signatures from all of the owners of property abutting the street to be modified. Signatures from renters or tenants do not qualify. All signatures must be dated within six months of the issuance of the petition. The applicant is responsible for submitting all of the components of the application in order for review of the Traffic Calming proposal to commence.

A dated petition form will be provided by the City after the pre-application meeting. It will include the names and addresses of property owners living within the Primary Affected Area. The Applicant must obtain the signatures. The petition form in the appendix is only an example.



4.4. Implementation Process for Trial Device

After the application and all its components have been submitted to the Assistant City Manager, the Community Development staff will evaluate the request and make a recommendation relative to the proposed Traffic Calming device based on a combination of the factors listed below and accepted engineering principles and practices. The following procedures must be followed for a trial Traffic Calming device placement request.

- 4.4.1. Community Development staff will conduct a traffic study to determine if the subject street meets the eligibility requirements and an infrastructure review to confirm existing conditions. The study may include, but is not limited to, the following:
 - A review of pertinent issues and conditions, including but not limited to, existing traffic conditions, projected traffic conditions, vehicle and pedestrian safety, bus routes (i.e., speed, volume etc.) and other factors.
 - License plate surveys, 24-hour traffic counts, spot speed studies, accident history for the prior three years and crime statistics for the prior three years.
 - An examination of the technical feasibility, physical conditions, and anticipated impacts of the proposed device.
 - A review of safe school routes and pedestrian flow.
 - Confirmation that the proposed device and resulting traffic flow modifications will not exceed the capacity of streets and intersections impacted by the diverted traffic.
- 4.4.2. The review conducted by Community Development will be sent to all affected City departments, including Public Services, Planning, Police and Fire as well as the franchise utility companies and school district(s) for comment.
- 4.4.3. Once the studies are completed, the City staff will determine if the subject street meets the eligibility requirements and is a good candidate for a Traffic Calming device. If the street either does not meet the eligibility criteria or the petition requirements are not met, the Applicant and HOA representative will be notified of this in writing by the City staff.
- 4.4.4. If a speed control measure meets the appropriate level of concurrence, the location will be placed on the list for trial device installation. The applicant will be notified of the result and where the project is ranked on the list of eligible installations. City Council authorization is not required for speed control measures.



- 4.4.5. If a volume control device is requested and appears warranted by the Traffic Planning Section, the City Council will be briefed on the request and must approve the trial installation. The Community Development staff will prepare a report and recommendation to be presented to the City Council. The report will detail the Traffic Calming device request, any public comments received, the results of the technical staff review, and the estimated cost for the device. The Council will start evaluating how the cost will be shared between the applicant and the City.
- 4.4.6. Signs giving notice of the trial closure and contact information for questions or comments will be erected by the City at the location of the device approximately two weeks prior to the installation date.
- 4.4.7. The trial period for either a speed control device or a volume control device will last a minimum of 60 days for evaluation. During the trial period, city staff will conduct traffic studies similar to those performed before the trial period to determine the effectiveness of the traffic calming device. A letter explaining the trial device will be sent to the Applicant and the property owners in the Primary Affected Area.

After the trial period is over, the studies will be compiled into a report which will be made available to the property owners and City Council (if applicable). Written public comments received during the evaluation period will be attached and summarized in the report. After reviewing the report about the effectiveness of the device and evaluating the public comments, the affected owners and Council (if applicable) will decide if they choose to move forward with a permanent device.

4.5. Implementation for Permanent Device Installation

The trial device evaluation process must be completed, documented and the required percentage of all property owners in the Primary Affected Area must concur prior to approval of the installation of the permanent device. The process is as follows:

- 4.5.1 Community Development staff will estimate the funding necessary to implement the permanent device based on design, right-of-way, and construction costs. If a volume control device is to be installed, prior to the City sending mail-back ballots to all affected property owners, the Applicant must concur with and agree to fund their portion of the device as designed (up to 100%) as prescribed by City Council.
- 4.5.2 If a closure is warranted and will result in a dead-end roadway, the City will determine whether a turn-around area, cul-de-sac, or other acceptable emergency access is required. In addition to, or in lieu of, the turn-around or other emergency access, the Fire Department may require an easement or



right-of-way dedication for emergency equipment access. The costs to the Applicant associated with construction of the turn-around area or emergency access will be determined by the City Council on a case-by-case basis.

- 4.5.3 The City will notify all property owners in the affected area by mail of the requested permanent device. At least 75% of all property owners in the Primary Affected Area must concur with the request for the permanent installation of a speed control device. If the device requested is for volume control, there must be 85% concurrence from the Primary Affected Area and 100% concurrence of the owners of property abutting the street to be modified, between the intersecting streets or either side of the proposed installation. The notice will include a mail-back ballot to indicate support or opposition to the request. Ballots from renters or tenants do not qualify. All ballots must be returned within 30 days of the mailing date, and there must be a minimum 50% return rate of ballots from the Primary Affected Area and 100% of the abutting properties adjacent to a closure.
- 4.5.4 If 75% of all property owners in the Primary Affected Area concur with the installation of a permanent speed control device, and all other conditions are met, staff will place the location on the project installation list in priority ranking. If the device requested is for volume control, 85% concurrence is required and the City Council will be responsible for reviewing all findings and determining whether to approve the request. If approved, the permanent volume control installation will be placed on a separate project list and may require funding through the Capital Improvement Program. The Community Development staff (speed control device) or the City Council (volume control device) may approve, deny, or table the request. If the criteria described herein are not met, the application will not be presented for approval consideration and the applicant will be notified in writing.
- 4.5.5 If a permanent device is approved by the Community Development staff or the City Council, the temporary devices may remain in place for up to 90 days after the trial period. Once funds to construct any permanent modifications are identified, the design and construction process will begin as outlined below.
- City staff will initiate the preliminary design and review process to implement the device.
 - The applicant will be notified and have the opportunity to review the design with staff prior to construction; however, the City will have final design approval.
 - The City will develop a final design and cost estimate for the device and the applicant's cost, if applicable, will be adjusted accordingly.



- Once the applicant's share of the project cost is received (if applicable), the City will finalize the design and schedule construction of the Traffic Calming device, subject to the availability of the City's portion of the funds.

Notwithstanding the criteria and procedures described in this policy, the City Council, at its discretion, may close, divert or reopen any public street within the City when deemed necessary to preserve or protect the public health, safety, and welfare.

5. Types of Traffic Calming Measures

Traffic Calming measures are installed to meet one of two specific needs. These needs can be broken down into one of two categories: speed control or volume control. Both are listed below with various measures described in each.

5.1. Speed Control Measures:

5.1.1. Speed Tables

- A pavement overlay placed on the roadway, approximately 22 feet in length, and about 3.5 inches high, extending from curb to curb. The ends are tapered to be flush with the street at the curbs and gutters to allow water to drain.
- Estimated cost \$2,500 - \$6,000 per location.
- Reference Exhibit #1 in the Appendix.

5.1.2. Traffic Circles

- Raised island, often landscaped, placed in an intersection, around which traffic circulates.
- Estimated cost \$6,000 - \$15,000 per location.
- Reference Exhibit #2 in the Appendix.

5.1.3 Chicanes

- Series of two or more staggered curb extensions on alternating sides of the roadway. A raised island can be added to the center of the road to prevent motorist from crossing the center line. Placed not further apart than 50 feet and no more than one set of chicanes in 200 feet.
- Estimated cost \$22,500 - \$37,000 per location.
- Reference Exhibit #3 in the Appendix.

5.1.4. Center Island Narrowings

- Also called midblock medians, slow points, or median chokers; medians placed down the center of the street to narrow the lanes to slow traffic; often landscaped to provide a visual amenity and neighborhood identity.



- Estimated cost \$8,000 - \$15,000 per location.
- Reference Exhibit #4 in the Appendix.

5.1.5. Midblock Narrowings

- Curb extensions at midblock that narrow a street by widening the sidewalk or planting strip.
- Estimated cost \$8,000 - \$15,000 per location.
- Reference Exhibit #5 in the Appendix.

5.1.6. Intersection Neckdowns

- Curb extensions at intersections that reduce roadway width between curbs.
- Estimated cost \$8,000 - \$15,000 per location.
- Reference Exhibit #6 in the Appendix.

5.1.7 Speed Control Display Signs

- Either pole mounted or portable signs that display the speed of approaching vehicles. The displays will be installed only with solar powered cells on appropriate support structures, either installed or existing.
- Estimated cost \$5,000 - \$10,000 per location.

5.2. ***Volume Control Measures:***

5.2.1. Full Street Closures

- Physical barrier placed across a street to close the street completely to through traffic, usually leaving only sidewalks or bicycle paths open; the most aggressive traffic control measure.
- Estimated cost \$12,000 per location. (In some cases, a cul-de-sac or turn-around may be required, which would necessitate RIGHT-OF-WAY and significantly increase the cost.)
- Reference Exhibit #7 in the Appendix.

5.2.2 Midblock Closures

- Physical barrier placed across the entire street at the midblock preventing any through traffic, usually leaving only sidewalks or bicycle paths open, does not allow sufficient area for turn-around
- Estimated cost \$12,000 per location.
- Reference Exhibit #8 in the Appendix.



5.2.3. Half Street or Partial Closures

- Physical barrier that blocks travel in one direction for a short distance on otherwise short-distance streets; sometimes called partial closures or one-way closures.
- Two half-closures placed across from one another at an intersection are often referred to as a semi-diverter.
- Estimated cost \$35,000 - \$40,000 per location.
- Reference Exhibit #9 in the Appendix.

5.2.4. Diagonal Diverters

- Physical barrier placed diagonally across an intersection to block through movements.
- Estimated cost \$85,000 - \$90,000 per location.
- Reference Exhibit #10 in the Appendix.

5.2.5. Median Barriers

- Raised islands installed across the centerline of a street and continuing through an intersection so as to block through movement at a cross street.
- Estimated cost \$10,000 - \$30,000 per location.
- Reference Exhibit #11 in the Appendix.

5.2.6. Forced Turn Islands

- Physical barrier that blocks certain movements on approaches to an intersection, forcing a vehicle to turn.
- Estimated cost \$25,000 - \$35,000 per location.
- Reference Exhibit #12 in the Appendix.

Note: *The estimated costs for each traffic calming measure cannot replace detailed cost estimates using quantities and local unit prices for work items associated with specific projects; however, these estimates are provided for use in the conceptual planning phase, as they show order-of-magnitude differences among the various calming measures.*



Appendix

Primary Affected Area - Example

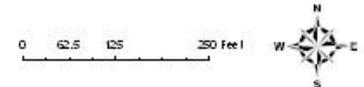


Sample Primary Affected Area Speed Control Measure

Neighborhood Traffic Calming



Legend:		
Affected Area -		Speed Hump -
Target Street -		Affected Street -



Primary Affected Area - Example



Sample Primary Affected Area Volume Control Measure

Neighborhood Traffic Calming

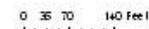


Exhibit 1. Speed Tables

(trapezoidal humps, flat topped humps)

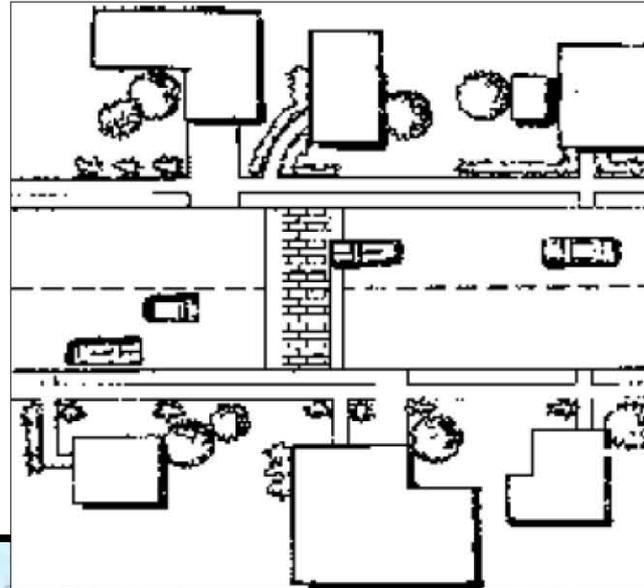


Exhibit 2. Traffic Circles (rotaries, intersection islands)

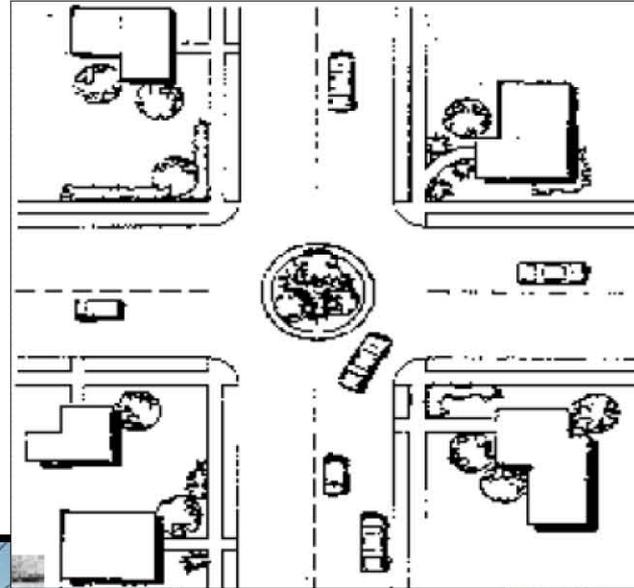


Exhibit 3. Chicanes

(deviations, serpentine, reversing curves)

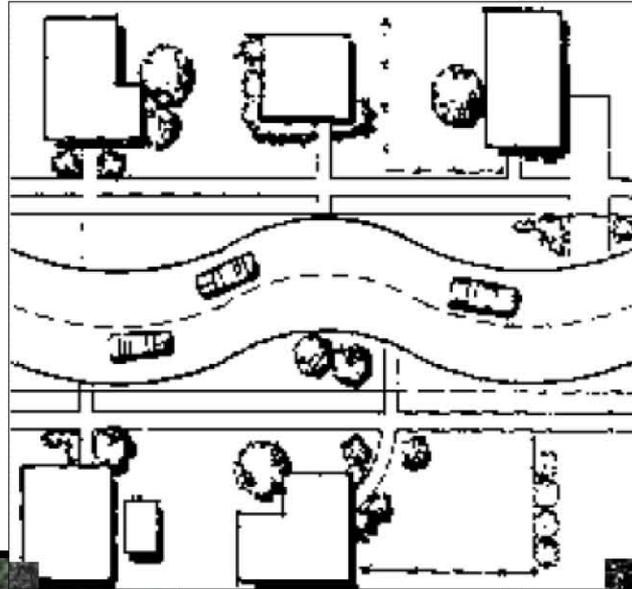


Exhibit 4. Center Island Narrowings

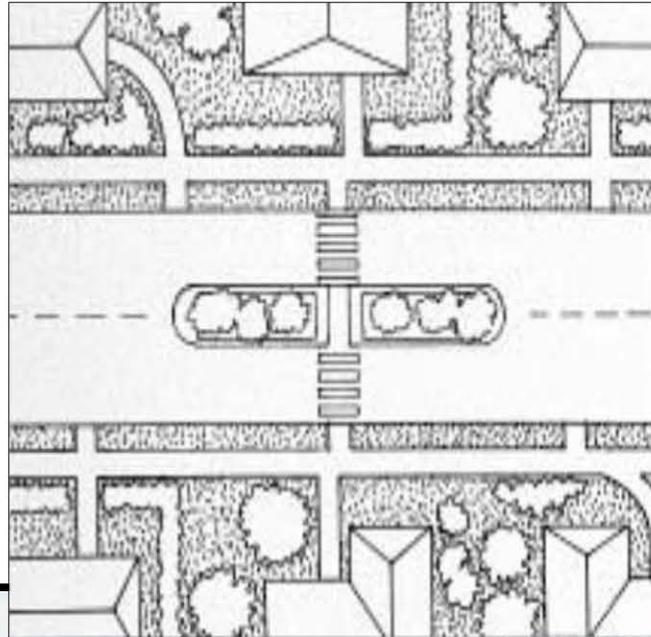


Exhibit 5. Midblock Narrowings (chokers, curb extensions)

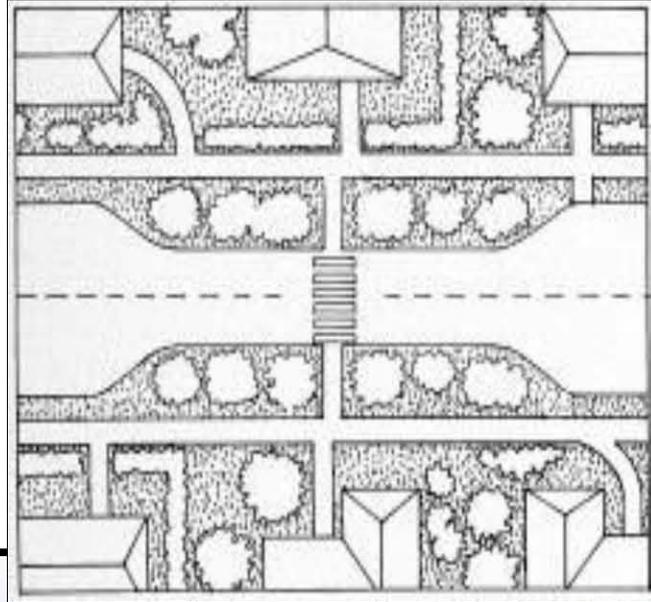


Exhibit 6. Intersection Neckdowns

(nubs, bulbouts, knuckles, intersection narrowings, corner bulges)

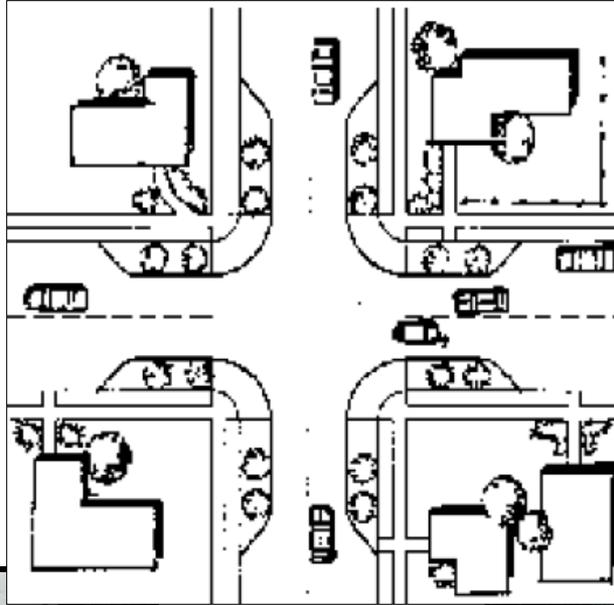
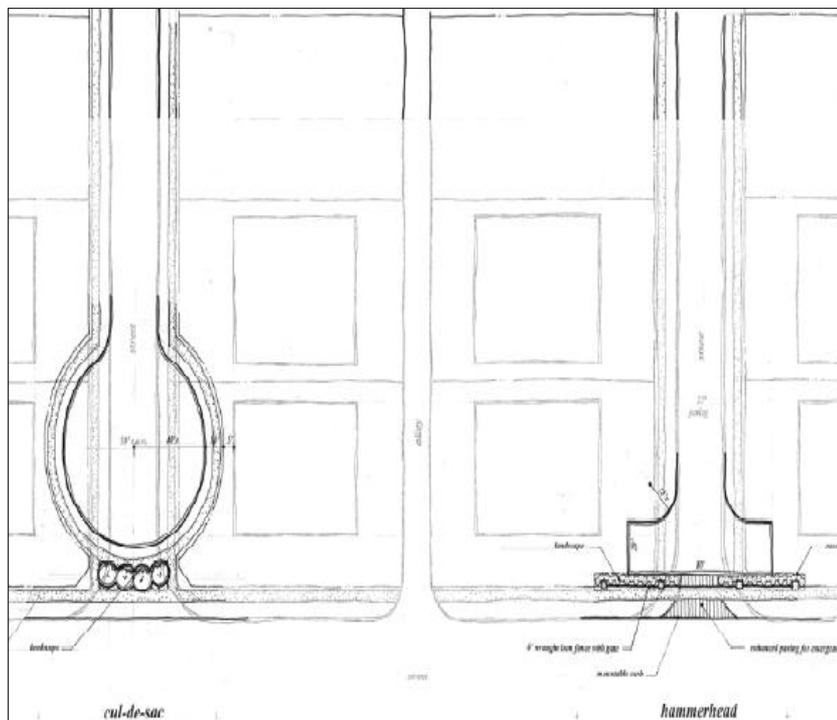


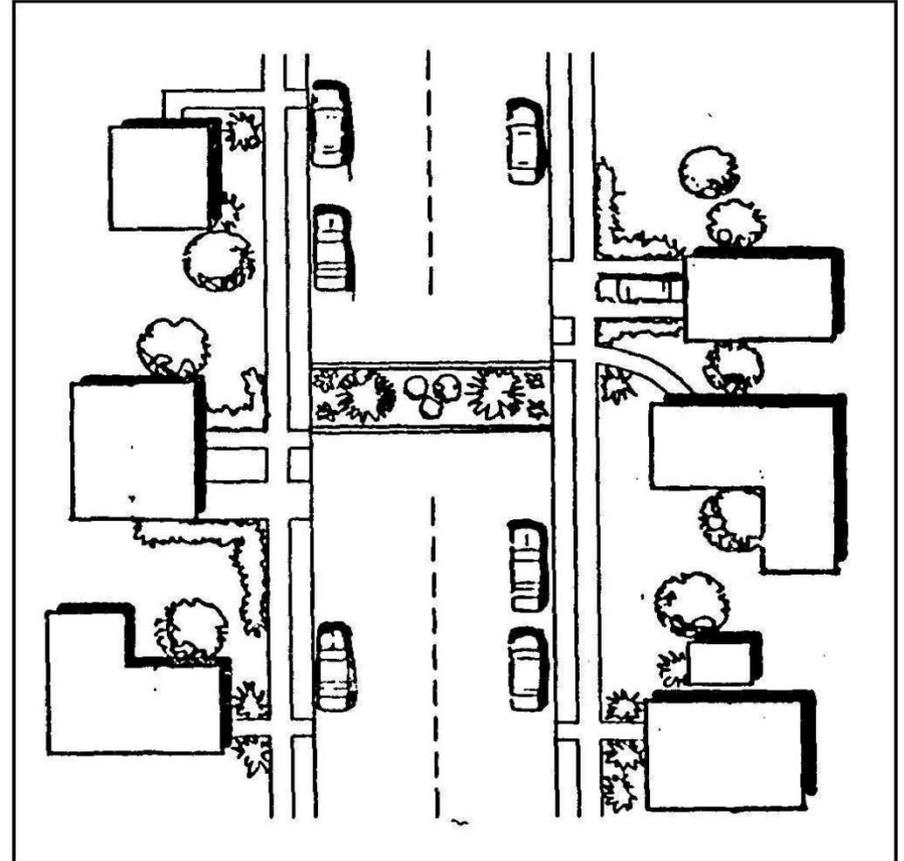
Exhibit 7. Full Street Closures

(shown with Cul-de-sac or Hammer head)



Turn-around may be required and will necessitate acquisition of right-of-way or easements from adjacent residential lots

Exhibit 8. Midblock Closures



- Creates a dead-end street without sufficient area for turn-around
- May cause confusion to persons who don't drive in the area on a regular basis (visitors, delivery vehicles, etc.)

Exhibit 9. Half Street or Partial Closure

- Two-way traffic allowed on remainder of street
- May cause confusion to persons who don't drive in the area on a regular basis (visitors, delivery vehicles, etc.)

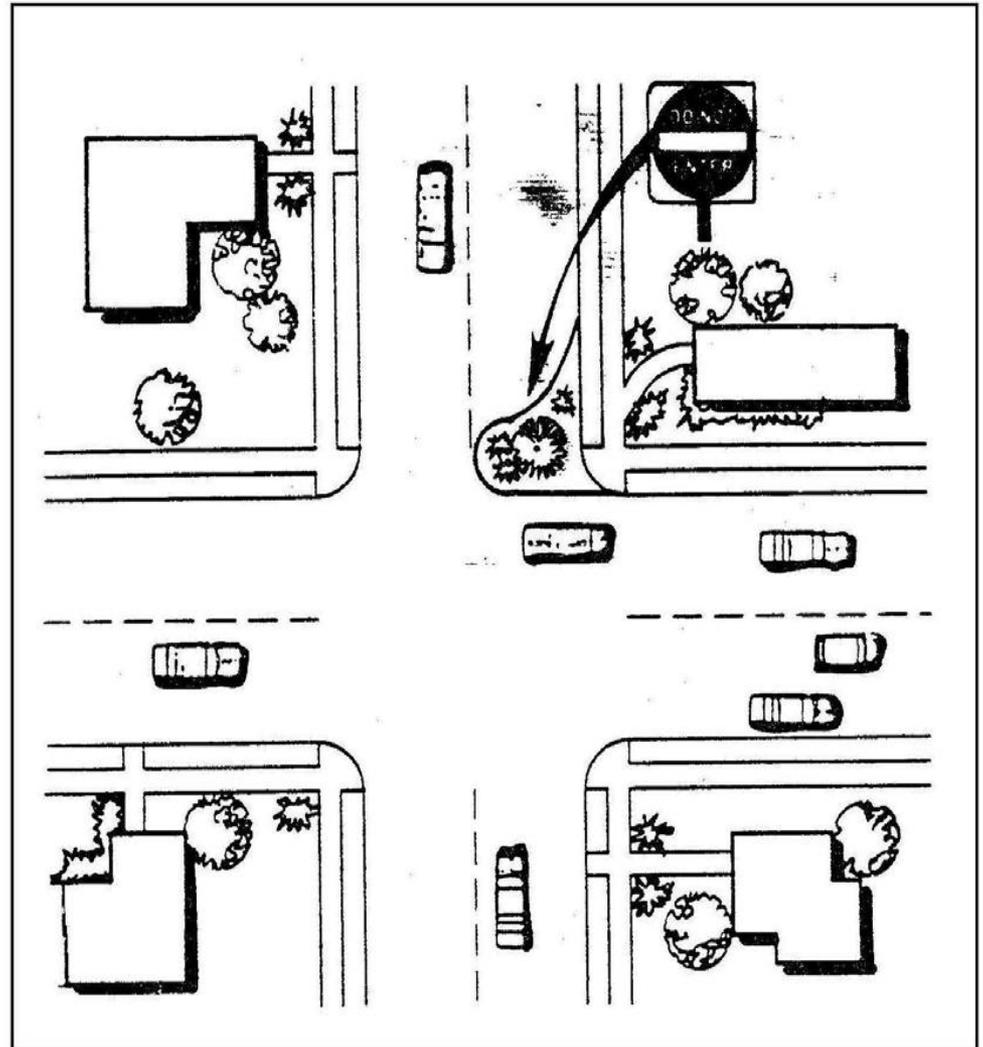


Exhibit 10. Diagonal Diverters

Right-of-way corner clips or easements likely to be required on narrow streets to provide adequate turn radii and landscaping in the diverter

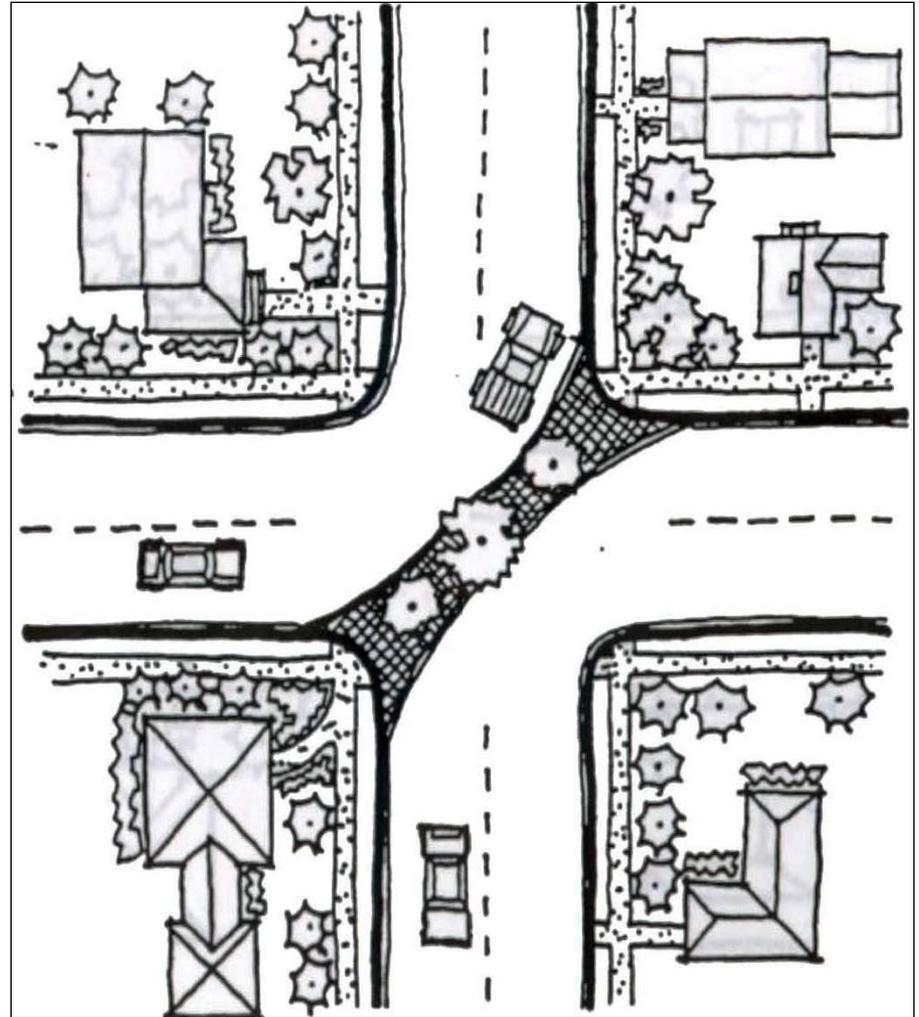


Exhibit 11. Median Barriers

- May require acquisition of right-of-way or easement from adjacent residential lots for median construction on narrow streets
- On-street parking prohibited

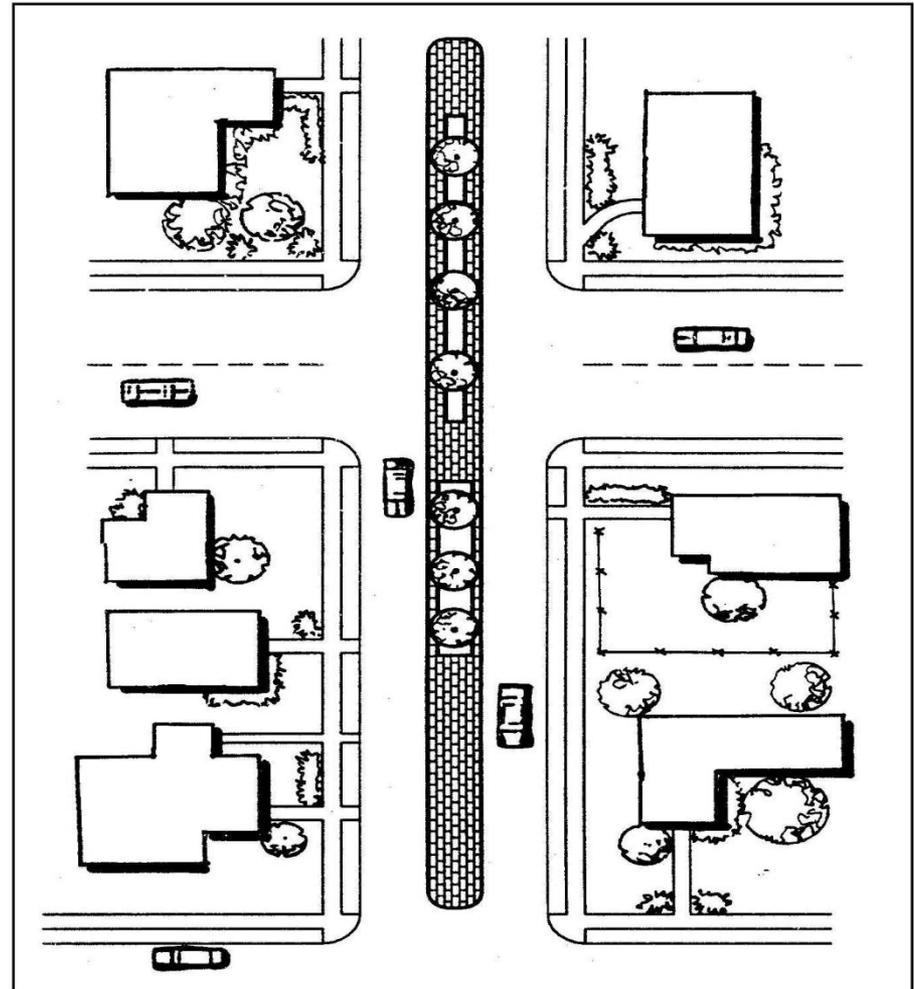
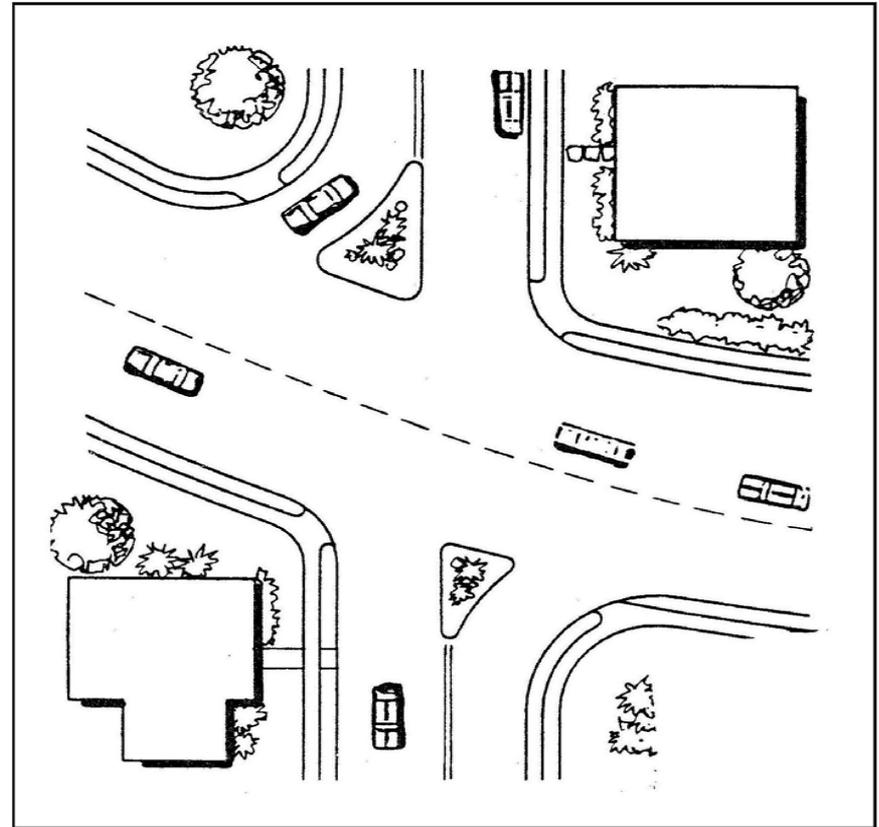


Exhibit 12. Forced Turn Islands



May require acquisition of right-of-way or easement from adjacent residential lots for island construction and turn radius

City of Murphy

2008 Comprehensive Plan



Chapter 4

Thoroughfare Plan

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Introduction

Thoroughfare planning is critical for any city to address in order to meet the mobility needs of its citizens and businesses. Every person and business is directly affected by a community's ability to accommodate the movement of traffic. Notably, transportation is directly linked to land use. The type of roadway dictates the use of adjacent land, and conversely, the type of land use dictates the size, capacity and traffic flow of the roadway. A prime example of the interrelated nature of land use and transportation within Murphy is F.M. 544. The high traffic volumes of this roadway have resulted in non-residential development along the frontage. Retail and other non-residential land uses usually seek to locate in areas with high traffic volumes, high visibility and easy accessibility.

Many of the decisions regarding land uses and roadways within Murphy have already been made; two major roadways (F.M. 544 and Murphy Road) run through the City, and local rights-of-way in almost all other portions of the City have been constructed or planned. A major challenge for Murphy now lies in the accommodation of population growth, and of resulting increases in traffic demand, within the City's existing transportation system.

More specifically, the City's transportation system should:

- Provide mobility and accessibility at appropriate levels according to the type of roadway;
- Focus on multi-modal transportation options, such as pedestrian/bicycle access;
- Expand as needed to meet the needs of the City's growing population and additional development;
- Be economically feasible for the citizenry and the City from a construction/improvement standpoint, but also fiscally efficient in the longer term due to high durability construction and low maintenance costs; and
- Be correlated with regional considerations, such as new/expanded roadway systems in adjacent cities.

It is important to note that the references made herein regarding the transportation system should not be viewed as applying solely to roadways. Communities across Texas and the nation are becoming increasingly aware of the problems inherent in constructing a transportation system for the automobile alone. Pedestrian and bicycle accommodation is important to the creation of a community that will be sustainable for decades to come. Therefore, another challenge for the City lies in the integration of pedestrian and bicycle facilities such that these facilities actually create desirable alternative modes of transportation.



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Goals and Objectives

The following goals, objectives, and corresponding recommendations were developed through the visioning portion of this comprehensive planning process. All additional discussion throughout the chapter is intended to support and supplement these goals and objectives. It should be noted that some goals and objectives are applicable to more than one chapter, and therefore may be discussed in each pertinent section.

Transportation & Mobility

Goal 4.1: Quality Roadways and Trails

Ensure that the community's roadway and trail systems are cost-effective, adequate to meet the traffic capacity needs of the current and projected population, and reflective of the quality and unique character of Murphy.

Objective 4.1.A: Enhance current and newly constructed roadways with a combination of aesthetically attractive and design-coordinated light fixtures, landscaping, medians, and pedestrian and bicycle amenities to make the City's roads visually unique and to help residents and visitors recognize that they are in Murphy.

Objective 4.1.B: Identify strategies that will result in mutually supportive transportation choices, balancing convenient and efficient auto access with safe, well-designed pedestrian and bicycle facilities.

Objective 4.1.C: Identify current areas where access and mobility deficiencies exist, and address those deficiencies in a prioritized manner.

Objective 4.1.D: Investigate methods to ease neighborhood traffic by increasing major thoroughfare efficiency.

Objective 4.1.E: Investigate methods to limit or reduce neighborhood cut-through traffic.

Goal 4.2: Roadway and Trail System Needs

Address roadway and trail system needs according to the type of development or redevelopment that is anticipated to occur.

Objective 4.2.A: Correlate the *Thoroughfare Plan* with the *Future Land Use Plan*, specifically to ensure that the various land uses are accommodated by the thoroughfare system.

Objective 4.2.B: Review standards for roadway design based on anticipated function, traffic volume, and adjacent land use.

Objective 4.2.C: Incorporate updated standards for roadways, specifically for shared driveways, separation distances between driveways, and cross-access agreements.

Objective 4.2.D: Plan for an interconnected and diverse street pattern to ease congestion, more evenly distribute traffic, and offer flexibility of routes.

Goal 4.3: Pedestrian and Bicycle Access

Create strategies to facilitate pedestrian and bicycle access as an attractive, alternative form of transportation in Murphy.

Objective 4.3.A: Provide convenient, safe, and attractive pedestrian and bicycle mobility throughout the City in a variety of forms.

Objective 4.3.B: Pursue funding for retroactive and proactive integration of pedestrian and bicycle access.

Objective 4.3.C: Provide for a secondary circulation system within the *Thoroughfare Plan* by connecting neighborhoods to schools, retail, and recreation facilities via pedestrian and bicycle routes.

Objective 4.3.D: Investigate developing trails within utility easements.

Goal 4.4: Cooperative/Regional Planning

Work with adjacent cities, Collin County, and state governmental entities on efforts to maintain and/or expand the roadway and trail systems.

Objective 4.4.A: Ensure that Murphy's *Thoroughfare Plan* is coordinated with the plans of surrounding cities as well as Collin County and the North Central Texas Council of Governments (NCTCOG).

Objective 4.4.B: Investigate how local, county, state, and federal funds could be combined and coordinated to positively affect local and regional transportation needs.

Goal 4.5: Improve Image of City Roadways

Develop and implement methods to beautify City roadways with landscaping.

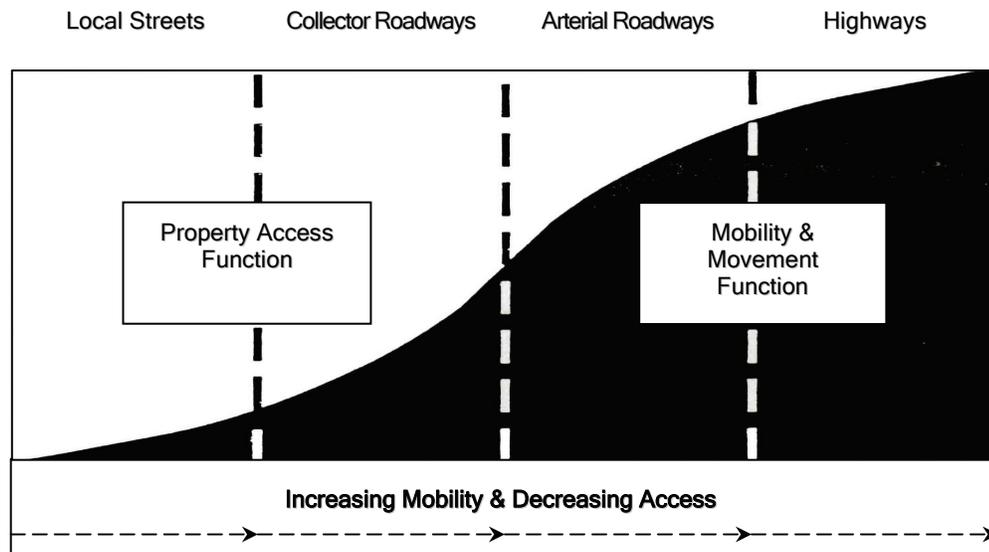
Objective 4.5.A: Develop streetscape amenity plans for Murphy's major traffic corridors.

The Functional Classification System and Related Levels of Service

Functional Classification System

The *Thoroughfare Plan* for Murphy is based upon a classification system that recognizes that every roadway within the City can be described according to its function. Thoroughfare types, as discussed in the following sections, generally include arterial roadways, collector roadways, and local streets. The functional classification system concept is not new to Murphy; this system was referenced within the *Thoroughfare Plan* that was part of the City's 1986 Thoroughfare Plan. Functional aspects of each type of roadway, including mobility and access, generally differentiate these classifications. *Illustration 4-1* graphically depicts these functional differences. As the illustration shows, access decreases as the thoroughfare type changes from local streets to highways, while mobility increases. It also shows that roadways such as arterials and highways that are intended to provide mobility should not be compromised by an abundance of separate access points for land uses. This will be addressed later within this *Thoroughfare Plan*.

Illustration 4-1: Functional Classification System



Level of Service

The phrase “level of service” refers to the level of efficiency with which a roadway (or segment of roadway) is serving the transportation needs of those utilizing it. As *Table 4-1* shows, the descriptions of each level of service relates to how efficiently traffic is flowing, maneuverability, and operational problems. Level of service “C” is considered acceptable in most cities. Generally, level of service “D” is used by municipalities to justify the need for roadway improvements. Most roadways appear to be operating at level of service “C” or better during off-peak times. However, at peak times some intersections, such as Murphy Road and F.M. 544, become extremely congested and appear to be operating at level of service “F.” The City should strive to ensure that local roadways operate at a level of service “C” or better.

Table 4-1: Definition of Level of Service

Level of Service (LOS)	Description	Example
A and B	Light, free-flowing traffic volumes. Virtually no delays with smooth progression of traffic, and speed is generally unaffected by other vehicles. Slight decline in the freedom to maneuver from A to B.	Residential or rural streets
C	Basically satisfactory to good progression of traffic, but at that point where individual drivers become affected by interactions with other vehicles. Light congestion, and speed is affected by the presence of other vehicles.	Urban thoroughfares at off-peak hours
D	High density, but stable, traffic flow. Speed and freedom to maneuver are restricted. Small increases in traffic volume will cause significant operational problems. This LOS is generally used to justify thoroughfare improvements.	Secondary streets at peak hours
E	Operating conditions at or near capacity level. All speeds are reduced, but remain relatively uniform, meaning generally not stop-and-go. Operations at this level are usually unstable, because small increases in traffic volume will cause severe speed reductions.	Primary streets at peak hours
F	Forced flow. Heavy congestion. Total breakdown with stop-and-go operation. Queues/backlog (i.e., vehicle stacking) at intersections may exceed 100 vehicles.	Developed areas in larger cities at the peak hours

Source: Sefko Planning Group

Regional and Local Mobility and Access

The Local Thoroughfare System (Roadway Cross-Sections)

The following sections contain roadway cross-sections for the applicable types of thoroughfares shown on the *Thoroughfare Plan Map, Plate 4-1*. The cross-sections are intended to help the City provide for adequate mobility along high-traffic roadways, while also providing for access to local land uses. These cross-sections are generally consistent with the City's current requirements for roadway widths within the adopted Subdivision Ordinance and 2002 Thoroughfare Plan. The *Thoroughfare Plan Map* shows the existing roadways and future recommended roadways according to the hierarchical system defined herein.

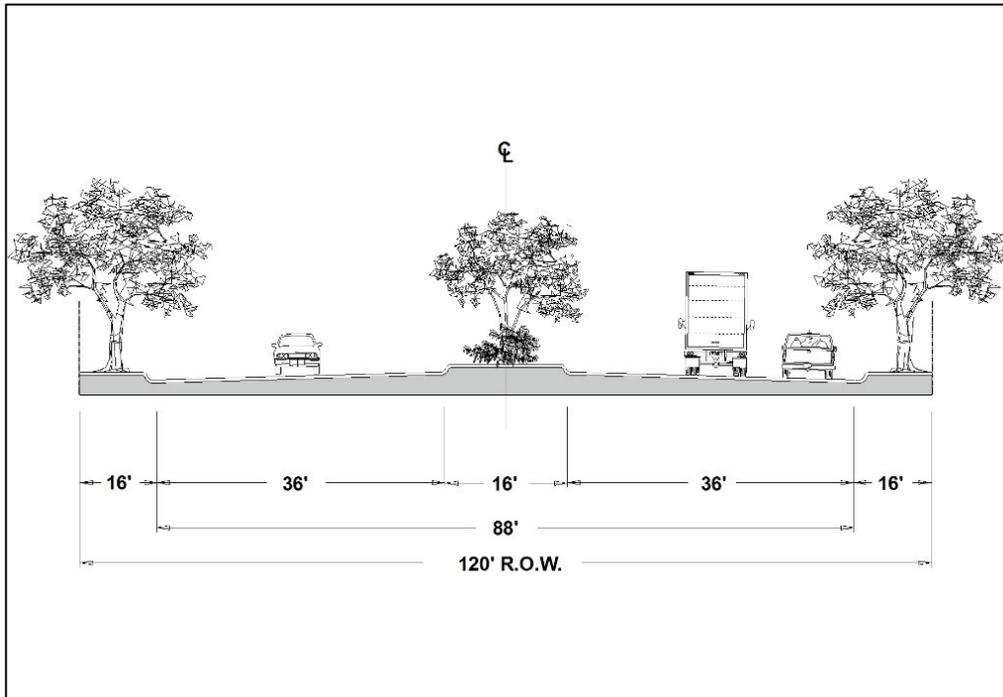
Table 4-2: Summary of Roadway Cross-Sections

Roadway Type		Right-of-Way Width	Street Paving Width	Ultimate Number of Traffic Lanes	Median Width
Major Streets	Type "A" - Major Arterial	120 feet	87 feet	6 Lanes	16 feet
	Type "B" - Secondary Arterial	84 feet	64 feet	4 Lanes	16 feet
Minor Streets	Type "C" - Major Collector (Non-Residential)	70 feet	44 feet	4 Lanes	None
	Type "D" - Minor Collector (Residential)	60 feet	37 feet	2 Lanes	None
	Type "E" - Residential Street	50 feet	27 feet	2 Lanes	None

TYPE "A" – Major Arterial

The required right-of-way for a TYPE "A" - Major Arterial is shown within *Illustration 4-2*. With 120 feet of right-of-way width, this is the largest roadway section for the City and it maintains the existing required configuration for this type of roadway in the City's Subdivision Ordinance, 2002 Thoroughfare Plan, and 1986 Thoroughfare Plan. There are three TYPE "A" - Major Arterials shown on the *Thoroughfare Plan Map (Plate 4-1)*, these are Murphy Road, F.M. 544, and Betsy Lane.

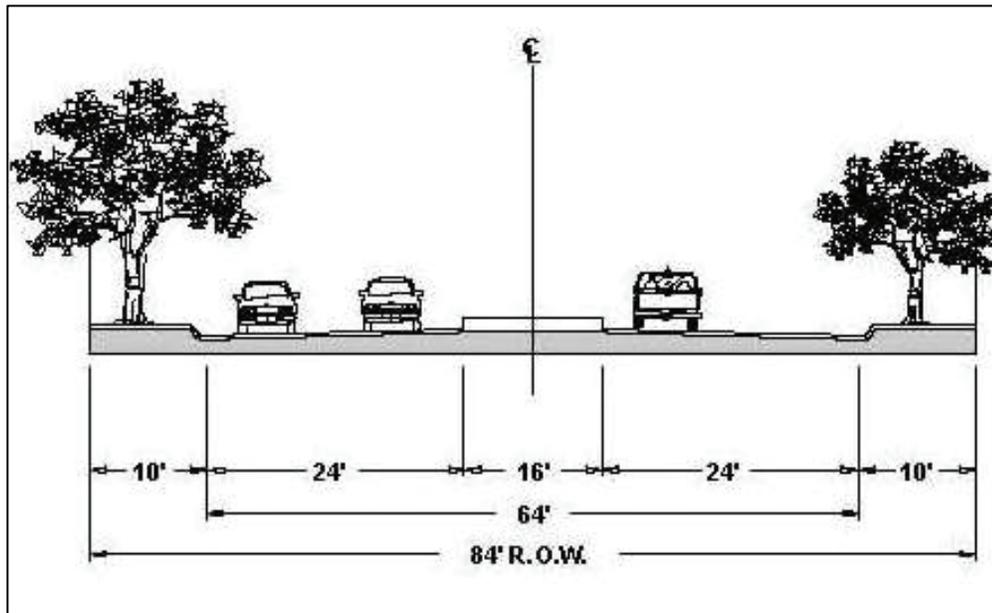
Illustration 4-2: TYPE "A" - Major Arterial



TYPE "B" – Secondary Arterial

The TYPE "B" - Secondary Arterial serves the purpose of providing for major traffic movement, but is not intended to be as significant in terms of traffic flow (mobility) as a TYPE "A" - Major Arterial. The required right-of-way for a TYPE "B" - Secondary Arterial is shown within *Illustration 4-3*. With 84 feet of right-of-way width and a minimum 64 feet of roadway paving (including the 16' raised median), the configuration of this type of roadway is consistent with the City's current requirements. Examples of secondary arterials include Heritage Parkway and McCreary Road.

Illustration 4-3: TYPE "B" - Secondary Arterial

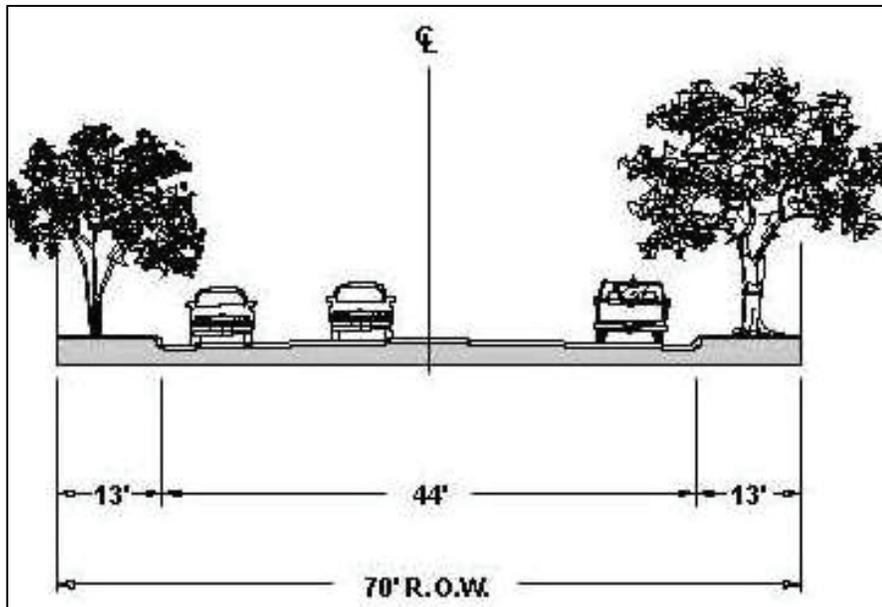


TYPE "C" – Major Collector (Non-Residential)

Collector streets are generally designed to collect traffic from residential / local streets (i.e., from residential and commercial developments) and distribute it to major roadways. Collectors should provide more access to adjacent land uses than arterials do, but access should still be controlled through the use of cross-access easements and shared driveways (refer to access control standards, found later in this chapter) and other techniques that minimize disturbance of the free-flow of traffic. This type of roadway should provide an equal amount of mobility and access to land uses. Neighborhoods should be developed between major thoroughfares and collector streets in the future so that traffic may be diverted from residential areas, thereby reducing the amount of cut-through traffic in residential neighborhoods.

Illustration 4-4 shows the recommended right-of-way for a TYPE "C" - Major Collector. With 70 feet of right-of-way width and a minimum of 44 feet of paving, the configuration of this type of roadway is consistent with the City's current major collector street classification found within the Subdivision Ordinance and 2002 Thoroughfare Plan. Notably, there are no TYPE "C" - Major Collectors designated on the Thoroughfare *Plan Map, Plate 4-1*. This cross-section is intended to serve as a future option, and may be added to the *Thoroughfare Plan Map* at a later time if needed.

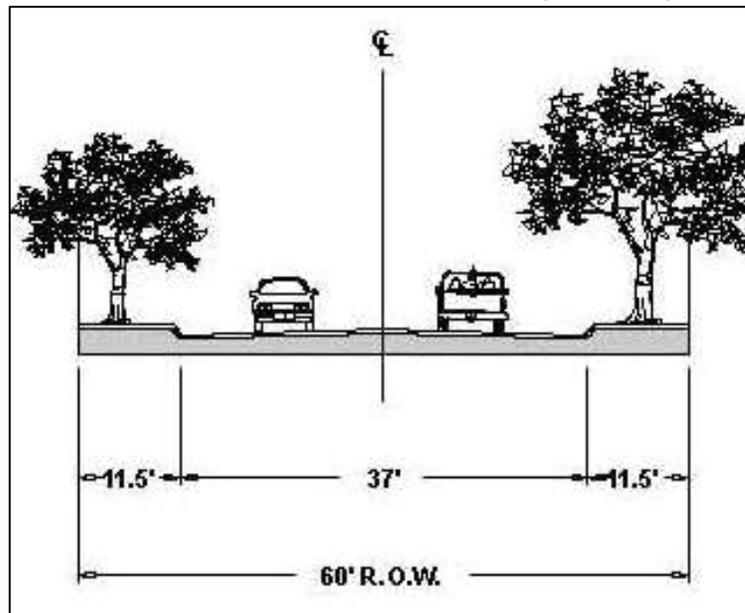
Illustration 4-4: TYPE "C" - Major Collector (Non-Residential)



TYPE "D" – Minor Collector (Residential)

Illustration 4-5 shows the recommended right-of-way for a TYPE "D" - Minor Collector (Residential). With 60 feet of right-of-way width and a minimum of 37 feet of paving, the configuration of this type of roadway is consistent with the City's current minor collector street classification found within the Subdivision Ordinance and 2002 Thoroughfare Plan.

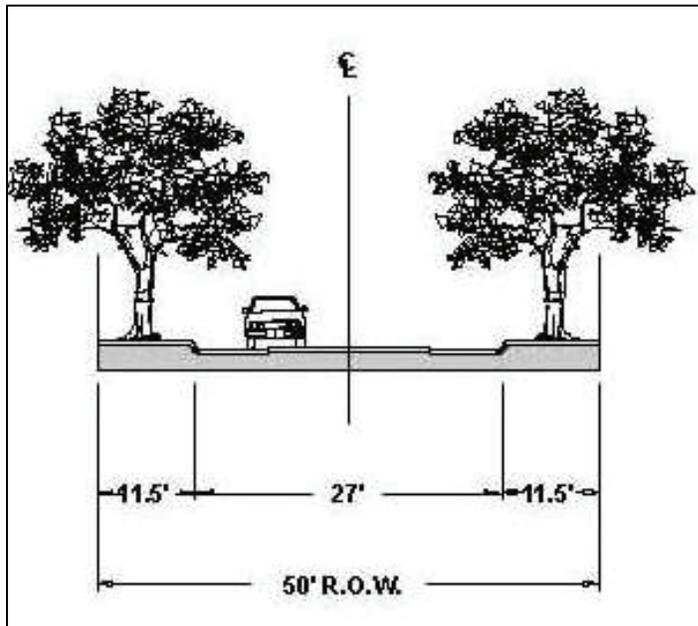
Illustration 4-5: TYPE "D" - Minor Collector (Residential)



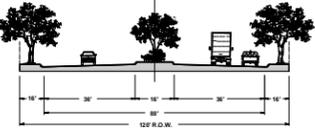
TYPE "E" – Residential / Local Street

The TYPE "E" - Residential / Local Street, shown in *Illustration 4-6*, is structured to convey light, mostly residential-based, traffic volumes and has a total right-of-way width of 50 feet with a minimum of 27 feet of paving, which is consistent with the City's existing regulations. It should be noted that no roadways of this type have been shown on the *Thoroughfare Plan Map, Plate 4-1*. This is primarily because these roadways are typically interior roadways within residential developments.

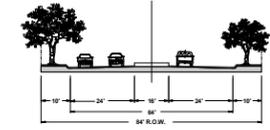
Illustration 4-6 TYPE "E" - Residential / Local Street



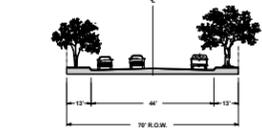
Thoroughfare Types



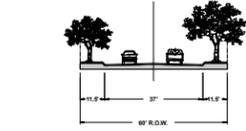
Type "A" - Major Arterial



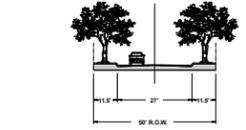
Type "B" - Secondary Arterial



Type "C" - Major Collector (Non-Residential)



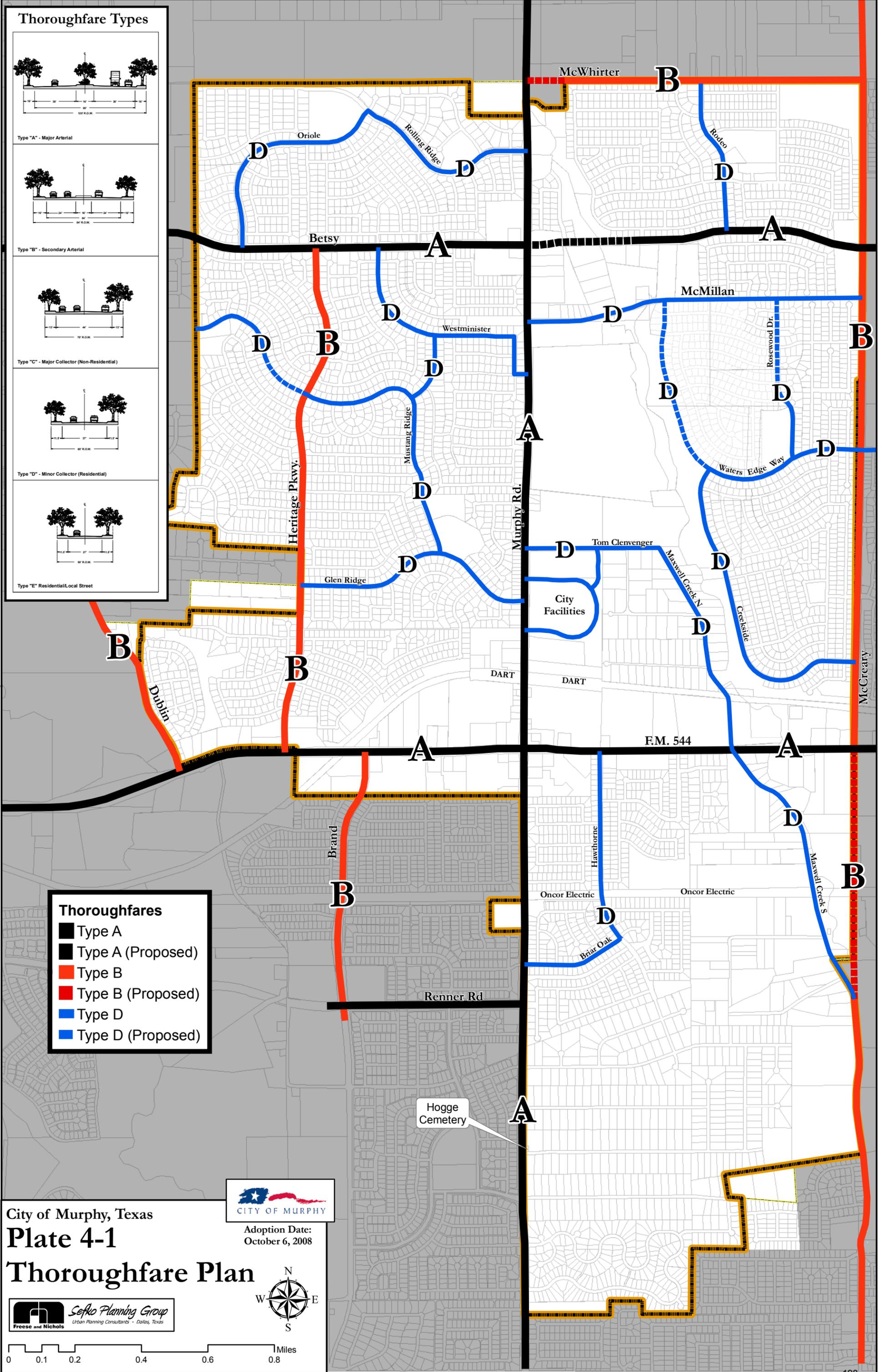
Type "D" - Minor Collector (Residential)



Type "E" - Residential/Local Street

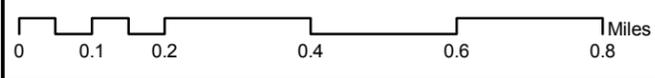
Thoroughfares

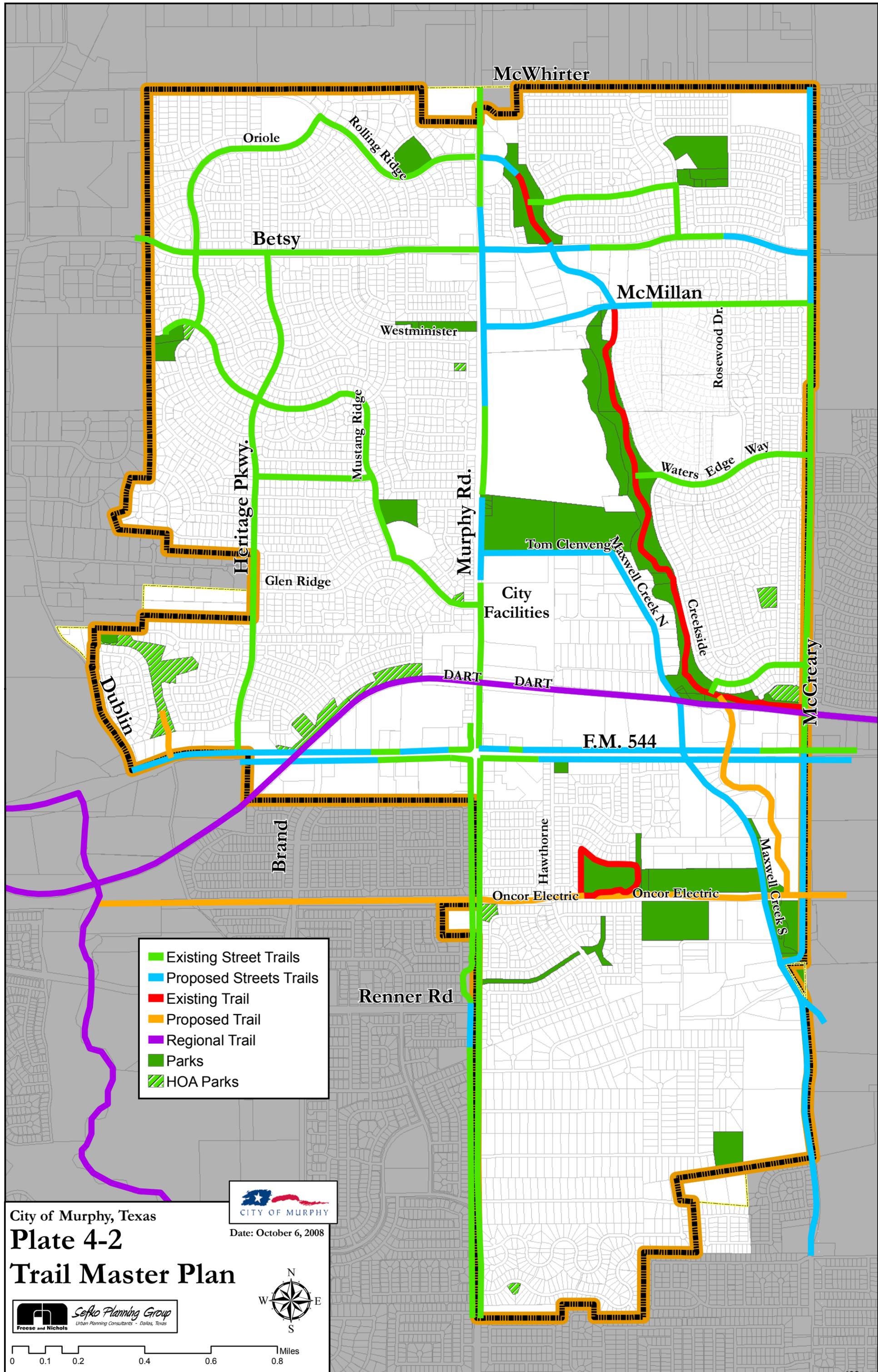
- Type A
- Type A (Proposed)
- Type B
- Type B (Proposed)
- Type D
- Type D (Proposed)



Adoption Date:
October 6, 2008

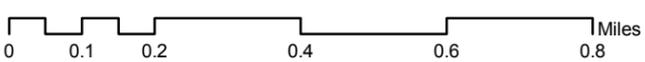
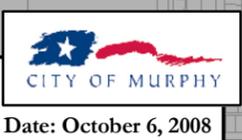
City of Murphy, Texas
Plate 4-1
Thoroughfare Plan

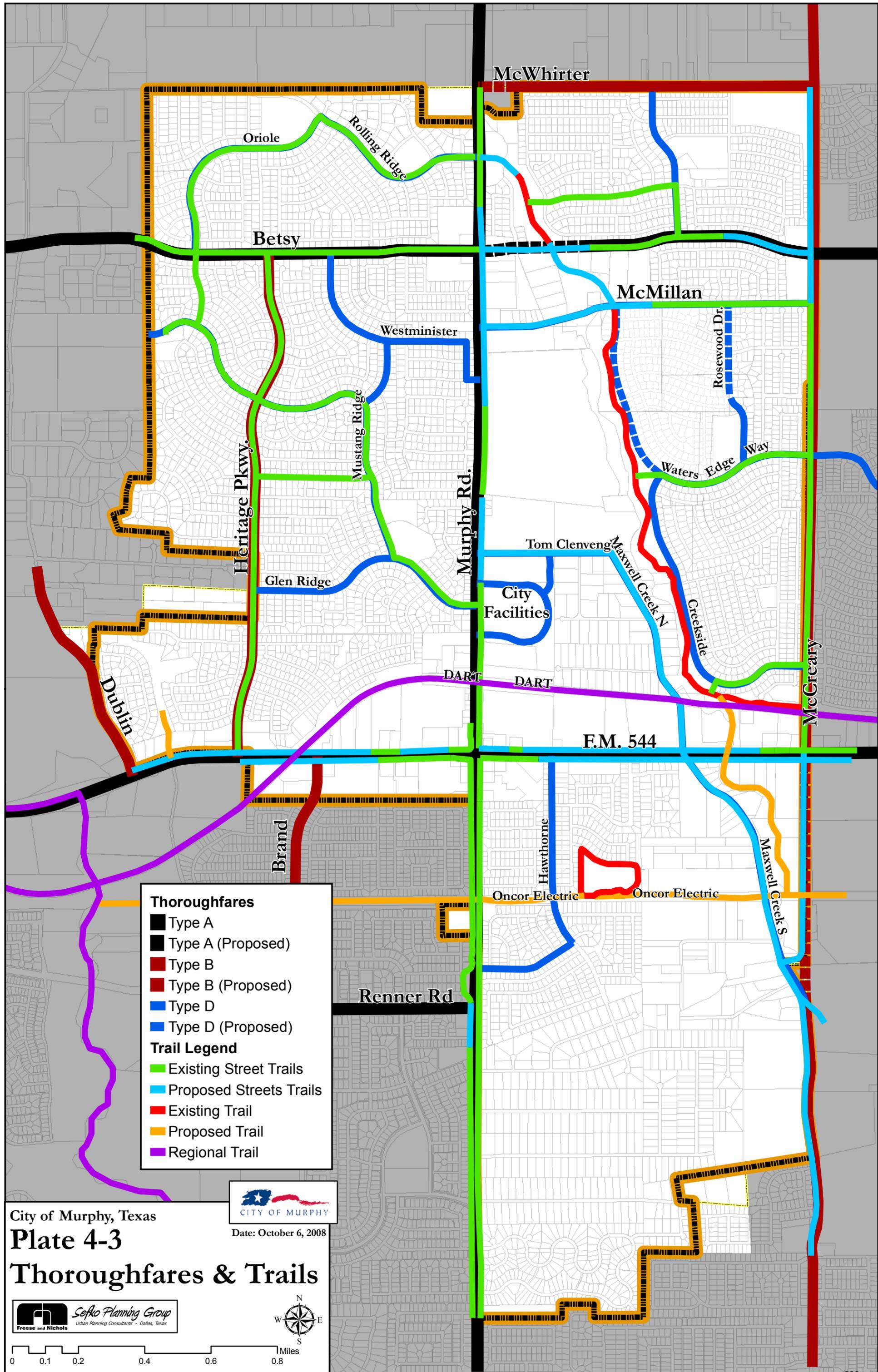




- █ Existing Street Trails
- █ Proposed Streets Trails
- █ Existing Trail
- █ Proposed Trail
- █ Regional Trail
- █ Parks
- ▨ HOA Parks

City of Murphy, Texas
Plate 4-2
Trail Master Plan





Thoroughfares

- Type A
- Type A (Proposed)
- Type B
- Type B (Proposed)
- Type D
- Type D (Proposed)

Trail Legend

- Existing Street Trails
- Proposed Streets Trails
- Existing Trail
- Proposed Trail
- Regional Trail

City of Murphy, Texas

Plate 4-3

Thoroughfares & Trails



Date: October 6, 2008



0 0.1 0.2 0.4 0.6 0.8 Miles

Thoroughfare Policy Recommendations

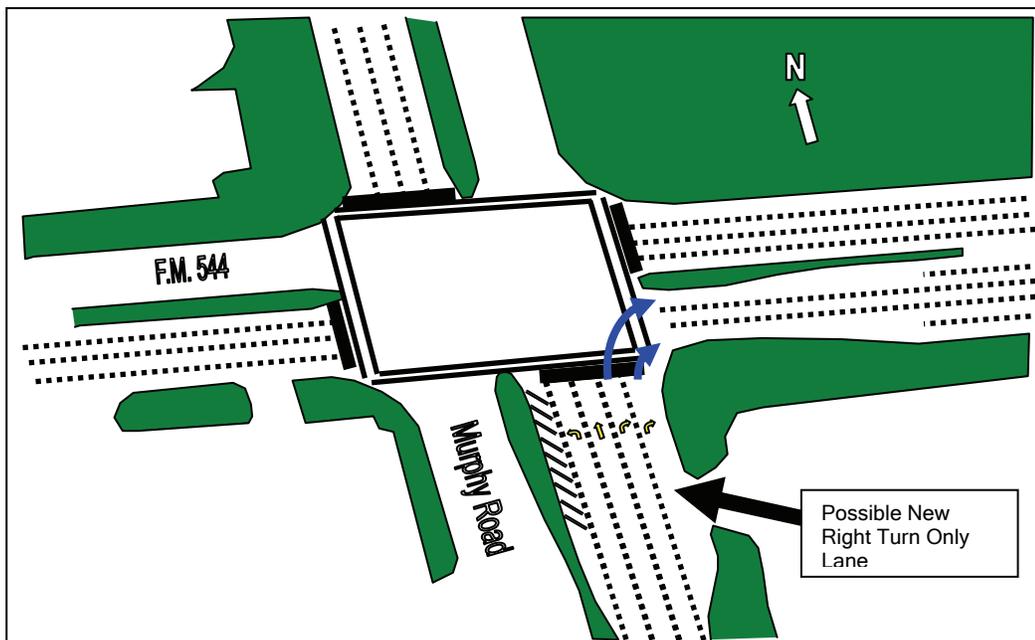
The *Goals & Objectives*, public input, and the concepts outlined previously within this chapter provide a basis for these thoroughfare recommendations. The *Implementation Strategies* (Chapter 7) will outline specific ways in which the City can implement these policies, along with other recommended policies from other chapters of the *2008 Comprehensive Plan*. It should be noted that the recommendations are in no specific order of importance.

Recommendation 4.1: Continually Investigate and Implement Methods to Improve Traffic Flow.

Recommendation 4.1.A: Conduct a traffic engineering study for the optimal lane configuration for the intersection of Murphy Road and F.M. 544.

The intersection of Murphy Road and F.M. 544 experiences large amounts of traffic flow. In the afternoon, stacked traffic waiting to turn from northbound Murphy Road onto eastbound F.M. 544 can extend over a quarter mile and drivers must wait several traffic signal cycles for an opportunity to turn right. This situation causes impatient drivers to cut-through The Timbers residential neighborhood as well as the southeast corner retail center parking lot. In the mornings, traffic in the reverse direction (i.e., westbound traffic on F.M. 544 waiting to turn south onto Murphy Road) experiences a similar traffic stacking problem, with impatient drivers cutting through the Willow Wood Ranch Estates subdivision. A traffic engineering study should be conducted to establish the optimal lane configuration for both roadways in all directions. A listing of improvements should be created in the traffic engineering study to prioritize specific improvements.

Illustration 4-7 - Hypothetical Lane Configuration to Address Traffic at F.M. 544 and Murphy Road



Recommendation 4.1.B: Develop a prioritized listing of intersections and other traffic areas throughout Murphy for which traffic engineering studies should be conducted.

In addition to the intersection of Murphy Road and F.M. 544, other areas where traffic congestion occurs would benefit from traffic engineering studies, and a listing of these areas should be developed and prioritized to continue the City's efforts in improving traffic efficiency within the community. During the development of this chapter, input was received regarding possible locations for traffic engineering studies, including the following intersections and traffic areas (these areas are not in order of importance):

- 1) McCreary Road and F.M. 544;
- 2) North Murphy Road and Betsy Lane;
- 3) Brand Road and F.M. 544;
- 4) North Maxwell Creek Road, Tom Clevenger Drive, and F.M. 544 retail development cross-access roads;
- 5) Hawthorne Drive, Briar Oak Drive, and Oak Bluff Drive; and
- 6) Elmcrest Drive and South Murphy Road.

Notably, other areas within Murphy should also be considered for traffic engineering studies, in addition to the ones listed above. Once a complete listing of possible areas has been created, then the City should prioritize which studies should be conducted first.

Recommendation 4.1.C: Work with TxDOT, North Central Texas Council of Governments (NCTCOG), and surrounding cities to address traffic signal timing problems.

Two aspects of traffic signal timing should be considered. First, consideration should be given to the backlog of vehicles at intersections. Second, consideration should be given to the flow of traffic from one intersection to the next major intersection. Coordination between the City, TxDOT, NCTCOG, and surrounding cities is necessary to address the issues of traffic signal timing. However, the City of Murphy is limited in its control over traffic signal timing in some areas due to the timing of signals in surrounding communities. Nevertheless, the City should work with these agencies and adjacent cities to achieve the common goal of reducing congested traffic queues and improving traffic flow and efficiency. An example of one area that would greatly benefit from improved traffic flow is the segment of Murphy Road from its intersection with F.M. 544 to its intersection with Renner Road.



Recommendation 4.1.D: Continue to improve the City’s access management standards for developments along major roadways.

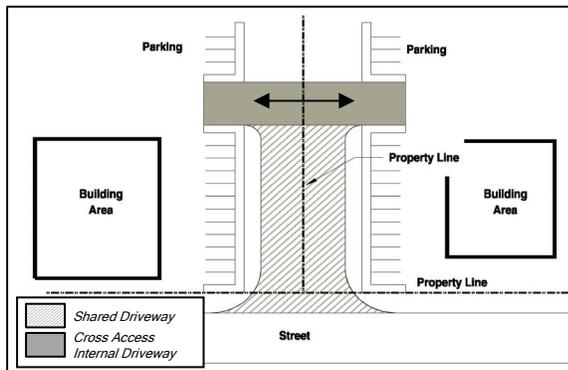
The flow of traffic is typically a major concern for most communities. Communities desire to provide a transportation infrastructure that moves traffic efficiently and ensures public safety. The ability to move traffic efficiently along a corridor with minimal interference from traffic turning from and onto intersecting driveways / streets is a major benefit to motorists. Ideally, traffic should be able to avoid unnecessary “stop-and-go” inconvenience due to over abundance of intersecting driveways / streets.

Shared Driveways - Currently, a growing number of cities across Texas limit the number of intersections and driveway openings (curb cuts) that are permitted along major roadways in order to maximize traffic efficiency and safety. The concept of “shared driveways” has been promoted as a method to limit the over abundance of driveways along major roadways. The general concept of shared driveways allows existing driveways to remain in place, but requires new developments to incorporate the use of shared driveways and to provide cross-access between developments.

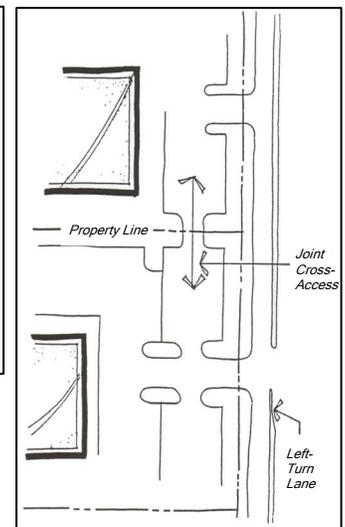
Driveway Spacing - In addition to the concept of “shared driveways,” the City should investigate developing minimum driveway spacing standards. These standards would detail the minimum distance that a driveway must be spaced from intersections and existing driveways. Therefore, as a result of regulating driveway spacing, traffic safety and traffic integrity (the consistent movement of traffic with minimal interruptions to traffic flow) will be improved.

Cross-Access - Additionally, cross-access is a simple site design concept that ensures neighboring developments have access to one another without the need for a vehicle to go out onto a roadway unnecessarily.

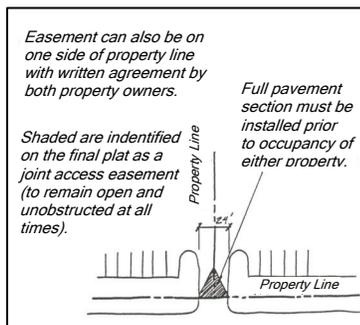
For example, a retail development at a major intersection is anchored by a major retailer, such as a Lowes, Target, Best Buy, etc. with smaller restaurant pad sites along the public roadway frontage. If cross-access among these lots/users is provided for in the design and construction of the overall development, then someone is able to drive from one of the restaurant pad sites to the retail anchor, and back again, without having to go out onto the public roadway, thus reducing the amount of traffic on the road.



Shared Access Driveway & Cross-Access Internal Driveway



Cross-Access



Shared Access - Joint Property Openings for Non-Residential Sites



Example of a Shared Driveway between Two Non-Residential Uses

Recommendation 4.2: Discourage Cut-Through Traffic in Residential Neighborhoods.

Recommendation 4.2.A: With input from the public, develop a City program and procedures to implement traffic calming devices in neighborhoods that experience excessive cut-through traffic.

During the comprehensive planning process, citizens commented about the desire to reduce the amount of cut-through traffic in their neighborhoods. The term “cut-through traffic” generally applies to vehicles that travel through a residential neighborhood for the purpose of avoiding traffic on major roadways. In order to address this issue, traffic calming devices could be installed on roadways to discourage cut-through traffic. The City should work with the neighborhoods to develop a City program and procedures to implement traffic calming devices. Notably, neighborhoods that have expressed a desire to reduce cut-through traffic are the same as those mentioned in Recommendation 4.1.B. The following are typical traffic calming devices that could be installed within existing neighborhoods (other devices should also be explored and considered):



1) Speed tables with textured pavement:

Definition: A sloped four- to six-inch rise, placed across the street pavement that extends approximately six feet in width.

2) Landscaped Traffic Islands:

Definition: Similar to regular medians, landscaped traffic islands are landscaped areas within the roadway that area designed to slow the flow of traffic as vehicles navigate around them. The primary neighborhood benefits of using landscaped traffic islands are increased roadway beautification and decreased traffic speed. These features should be landscaped using drought-tolerant and native landscaping.



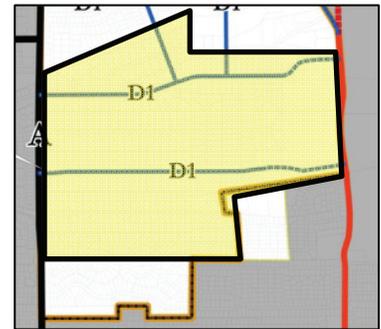
Since every person in the neighborhood where traffic calming devices might be installed will be affected by such devices, public input is critical to ensure that neighborhoods are receiving the tools (i.e., traffic calming devices) which the majority of the people in that neighborhood truly desire.

The design of future residential neighborhoods should carefully consider the potential for cut-through traffic. The layout of streets should incorporate curves, offsets, discontinuous street segments, and other similar strategies that will help discourage unnecessary cut-through traffic in these neighborhoods in the future.

Recommendation 4.2.B: Protect the neighborhood integrity of the southeast portion of the City by not extending either Ridgeview Drive or Skyline Drive to McCreary Road / North Maxwell Creek Road.

During the initial development of the City Thoroughfare Plan, extensions of Ridgeview Drive and Skyline Drive were proposed to McCreary Road / North Maxwell Creek Road. An east/west connection for this area was considered to provide access to the east, where new development would be occurring. This east/west connection would have allowed residents to avoid the intersection of F.M. 544 and Murphy Road when traveling to the east.

However, after area residents voiced strong opposition to extending Ridgeview Drive or Skyline Drive to the east, revisions were made City's Thoroughfare Plan that removed any road extensions. Residents cited that increased cut-through traffic would decrease their quality-of-life. With this community input, the importance of protecting neighborhood integrity outweighed the thoroughfare-planning objective of connectivity.



First Draft of the Thoroughfare Plan showing the extension of Ridgeview Drive and Skyline Drive, which received negative feedback from the surrounding neighborhood.



Residents from the area above expressed a strong desire not to have either Ridgeview Drive or Skyline Drive extended east to McCreary Road / North Maxwell Creek Road

Recommendation 4.3: Encourage Pedestrian and Bicycle Traffic.

Recommendation 4.3.A: Upgrade traffic signals and the design of crosswalks to promote more pedestrian-friendly crossings at major intersections.

In order to encourage pedestrians and bicycles as alternative modes of travel, traffic signal timing must allow adequate time for a person to cross the entire intersection safely. Often, traffic signal timing does not allow sufficient time for a person to cross the entire intersection, leaving pedestrians stranded either in the median or in front of traffic as the signal turns green. Crosswalk signal timing and the “walkability” of crosswalk paving surfaces and pathways across major intersections should be reviewed to ensure that pedestrians and bicyclists are able to safely cross the street. Toward this goal, the following improvements could be made:

- 1) Installation of push-button crosswalk devices;
- 2) Installation of lights indicating when the push-button device has been pressed by someone wanting to cross the street;
- 3) Installation of lighting, color and audible (for sight-impaired pedestrians) timing indicators in the crosswalk signal to indicate the amount of time remaining before the light turns green; and
- 4) Improvements, as necessary, to ensure that pedestrians have a safe, barrier-free, ADA-compliant “walkable” pathway all the way across major intersections.



Recommendation 4.3.B: Provide quality recreational mobility options and opportunities for people to move throughout the community without the need of an automobile, using trails and sidewalks that interconnect the City and join with regional trail systems.

One method of reducing the number of automobiles on roadways in Murphy is to provide pedestrian and bicycle connections through the integration of trails and street trails (i.e., sidewalks).

Pedestrian and bike access between neighborhoods can enhance citizens’ sense of community. This type of access can also provide a means for residents to move through the community, to meet their neighbors, and to provide a safe way to increase children’s mobility safety. A functional network that allows pedestrian and bike access will help Murphy develop a unique, community atmosphere as the City’s population grows. A system of trails and bike lanes can be integrated along rights-of-way and floodplains to provide a comprehensive alternative transportation system.

Although some trails within Murphy should be more recreation-based, some trails need to be located in such a way as to provide connections (as an alternative to the automobile) between residential and non-residential land uses. Areas such as residential neighborhoods, schools, retail areas, and public areas

should be pedestrian- and bicycle-friendly, and should feature trails or street trails (i.e., sidewalks) for connectivity purposes. Using the *Parks, Recreation, and Open Space Plan* (reference: *Trail Master Plan Map, Plate 4-2* and the *Thoroughfares & Trails Map, Plate 4-3*) and working with property owners, the City should plan for the construction and timing of the City-wide trail system. The City's *Parks, Recreation, and Open Space Plan* will help guide the City's efforts to build a quality trail system that interconnects the City and joins regional trail systems extending into neighboring communities. Notably, the three regional trails, which are in various stages of planning and development, are the Rowlett Creek Inter-City Trail, the Cotton Belt Trail (along the DART right-of-way), and the Muddy Creek Trail (located in Wylie and Sachse).

Recommendation 4.4: Improve Community Street Lighting.

Recommendation 4.4.A: Investigate which roadways and intersections within the City should have street lighting improved or installed, and develop a prioritized listing of such roadways and intersections.

Street lighting is an important element contributing to the safety of Murphy's roadways and intersections. Street lighting also greatly enhances citizens' emotional sense of well-being by making them feel safe and secure in their community and within their own neighborhoods. During the development of the 2008 Comprehensive Plan, comments were received during the March 10, 2008 Planning & Zoning Commission meeting that a lack of proper street lighting was a concern for many Murphy residents. Given these comments, the City should investigate areas along its roadways where lack of proper street lighting may present a public safety concern, and these areas should be documented and prioritized. Subsequently, these findings should be presented to City Staff and City Council to determine further action. Notably, the City may be limited in its ability to improve lighting in some situations, because an entity other than the City of Murphy (such as TxDOT or Collin County) may be responsible for certain roadways. In these areas, the City should continue its efforts to work closely with these entities to develop street lighting solutions that are mutually agreeable and that adequately address citizens' safety concerns.



Recommendation 4.5: Improve the Visual Image of City Roadways.

Recommendation 4.5.A: Use Murphy Road, Heritage Parkway, Brand Road, Betsy Lane, and McCreary Road as image-enhancement corridors and begin implementing the following recommendations.

The following corridors should be aesthetically improved using drought-tolerant and native landscaping in coordination with other image-enhancing treatments:

1) Murphy Road (north and south segments)

a. Recommended Landscaping/Improvements:

- i. Street Medians: Trees (3 inch caliper at time of planting) at 30 foot internals.
- ii. Street Medians: Landscaping end caps (refer to pictures below) containing small native shrubs, approximately 15 feet deep from median opening. For safety reasons, sight visibility guidelines should be used for landscaped areas.
- iii. Street Medians: Low wall features and berming.
- iv. Rights-of Way: Public artwork.



Examples of a Landscaping End Cap

2) Heritage Parkway and Brand Road

a. Recommended Landscaping/Improvements:

- i. Street Medians: Tree Clusters (3 inch caliper at time of planting).
- ii. Street Medians: Brick end caps.



Landscaping Concept for Heritage Parkway

3) Betsy Lane

a. Recommended Landscaping/Improvements:

- i. Street Medians: Design a landscape cluster (refer to picture below) that can be repeated throughout the length of the median. Trees should be located to allow for the expansion of Betsy Lane from four lanes to six lanes.



Landscape Cluster Concept for Betsy Lane

- ii. Street Fringe (i.e., area between curb and sidewalk): Native grasses and shrubs with opportunities for xeriscaping.

4) McCreary Road.

a. Recommended Landscaping/Improvements:

- i. Continue the existing corridor landscaping northward along McCreary Road when roadway expansion occurs.



Current Landscape along McCreary Road should be Continued Northward

The visual image that travelers experience along major roadways as they drive through and within a city often creates a lasting impression of the community's quality of life. It is apparent that Murphy has recognized that major roadways offer a tremendous opportunity to enhance its visual image in that the City has already made progress in working with TxDOT on the development of the F.M. 544 Streetscape Plan. These efforts to work with TxDOT on improvements along F.M. 544 should be continued.

Murphy should also continue efforts to improve the appearance and attractiveness of its existing medians and rights-of-way using streetscape amenity plans. As with other elements within this chapter, the City's designated image-enhancement corridors should be prioritized by order of importance or other ranking method, such as financing ability or construction timing. Additionally, consideration should be given to the amount of landscaping and the desired look, or "theme," for each roadway corridor. Subsequently, the City should develop streetscape amenity plans for each of the image-enhancement corridors to implement the development of these concepts.

Recommendation 4.6: Investigate the Need for Noise Abatement / Screening Walls.

Recommendation 4.6.A: Investigate the need and feasibility of constructing noise abatement / screening walls and materials for existing residential areas that abut major roadways.

As Murphy has grown, residential lots that were once abutting relatively benign two-lane roadways are now adjacent to major six-lane thoroughfares. The noise from traffic can have negative consequences on quality of life and property values for these residential properties. Murphy's original residential neighborhoods were constructed without much consideration for screening walls because the lower amounts of traffic on adjacent then-rural roadways did not warrant such buffering. However, there are



now a few areas that should be investigated for the construction of some form of screening wall to better buffer and protect residential properties from the traffic noise and other negative effects of adjacent thoroughfares. For example, residential areas along F.M. 544 and Murphy Road could benefit from noise abatement/screening walls and materials. The City should consider a policy regarding the possible construction of such walls in these areas. One consideration to determine whether or not to construct a screening wall could be the actual amount of noise produced by traffic using the roadway, as measured by a noise study. Additionally, some residential property owners may be willing to dedicate a portion of their land for construction of noise abatement walls to receive such a benefit. Furthermore, the construction of a quality, continuous screening wall where residential lots back or side onto major thoroughfares would also improve the image of these roadways, because many of these areas have individual back yard fences that are not consistent in materials or finishes, and that are often unsightly along such visually important roadway corridors. Notably, quality building and landscaping materials (e.g., drought-tolerant and native landscaping) should be used to improve the image of the roadway.

Recommendation 4.7: Develop and Maintain a Capital Improvement Program (CIP) Listing of Projects.

Recommendation 4.7.A: Prioritize roadway expansion (and related projects such as street lighting), landscaping, and trail projects into a Capital Improvements Program (CIP) listing to accommodate desired future growth of the City.

One of the main purposes of a comprehensive plan is to serve as a guide for decision-makers regarding how the community should grow. This chapter outlines specific mobility and transportation-related recommendations and projects the City should plan to implement in the future. At the March 10, 2008 Planning & Zoning Commission meeting, a consensus was reached regarding the importance of the recommendations within this chapter, and it was determined that roadway improvement projects were the most important ones to implement in the near term. Landscaping projects and trail projects were cited as subsequent in importance, respectively. The ranking in importance for thoroughfare-related projects should only be considered as a general guideline. For instance, not all roadway improvement projects must be completed prior to undertaking implementation of a landscaping project or construction of a trail.

Recommendation 4.7.B: Investigate and pursue opportunities for joint funding of roadway and trail projects.

Opportunities exist for joint funding of certain projects with other entities. For example, grants for trails can be applied for and acquired from various federal, state, and county agencies. The City should continue to monitor, and to actively pursue, opportunities for sharing the cost of roadway and trail projects within the community.

**City Council Meeting
November 27, 2012**

Issue

Consider and/or act upon approval of an ordinance amending the Code of Ordinances reducing the speed limit of Tom Clevenger Drive due to new road alignment south of Murphy Central Park and the PSA-Murphy facility.

Staff Resource / Department

GM Cox, Chief of Police
Kim Lenoir, Director of Parks and Public Works

Key Focus Area

Traffic Management

Summary

Amend the Municipal Code of Ordinance Section 78-58 and 78-59 identifying the speed zones of Tom Clevenger Drive from 30 MPH to 20 MPH, due to the realignment of the road to the south and east of the new Murphy Central Park and PSA-Murphy facility.

Background/History

On DATE, City Council authorized the closure of Tom Clevenger Drive that currently bisects the new Murphy Central Park. To maintain access to the Willow Wood Estates, the road has been rerouted south into the Municipal Complex and west between the Fire Station and the new PSA-Murphy facility. Traffic on this road will be adjacent to a heavily used park site with families playing soccer and attending programs daily in the park and at PSA-Murphy. Due to the high pedestrian traffic, staff is recommending a 20 MPH speed limit on this road from North Murphy Road to North Maxwell Creek Road. Once on North Maxwell Creek Road and away from the park the speed limit will continue the 25 MPH posting as today.

The existing Tom Clevenger Drive through the park will close permanently on December 3, 2013. PISD and the Willow Wood Estate residents have been notified of the closed. Signs are also posted on site.

Financial Considerations

Purchasing and installing new traffic management signage by the Public Works staff and current operating budget.

Action Requested / Staff Recommendation

A motion to approve Ordinance 12-11-XXX, changing the posted speed limit for Tom Clevenger Drive.

Attachments

Ordinance 12-11-XXX
Map

ORDINANCE NO. 12-11-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AMENDING IN PART SECTION 78-58 and 78-59 OF THE CODE OF ORDINANCES OF THE CITY OF MURPHY, TEXAS, REGARDING SPEED LIMITS ON TOM CLEVINGER DRIVE; ESTABLISHING THE MAXIMUM PRIMA FACIE REASONABLE AND PRUDENT SPEED; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, Section 545.356 of the Texas Transportation Code provides the authority for the City of Murphy, Texas, to alter by ordinance the prima facie speed limits for the City of Murphy, Texas; and

WHEREAS, the City Council of the City of Murphy, Texas, has determined that the following regulation is necessary in order to protect public health, safety, and welfare.

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

Section 1. FINDINGS INCORPORATED

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

Section 2. That section 78-58 and 78-59 of Chapter 78 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended in part and shall read as follows:

Sec. 78-58. Speed limits less than 30 miles per hour.

Label existing section (b) as section (c) and add a new section (b):

(b) Twenty miles per hour speed limits:

Street Name:	Portion of Street:
Tom Clevenger Drive	In its entirety

Sec. 78-59. Speed limits 30 miles per hour or greater.

Remove all of Tom Clevenger Drive from the list streets.

Section 3. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to

exceed \$200.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 4. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. REPEALER CLAUSE

Any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 6. EFFECTIVE DATE

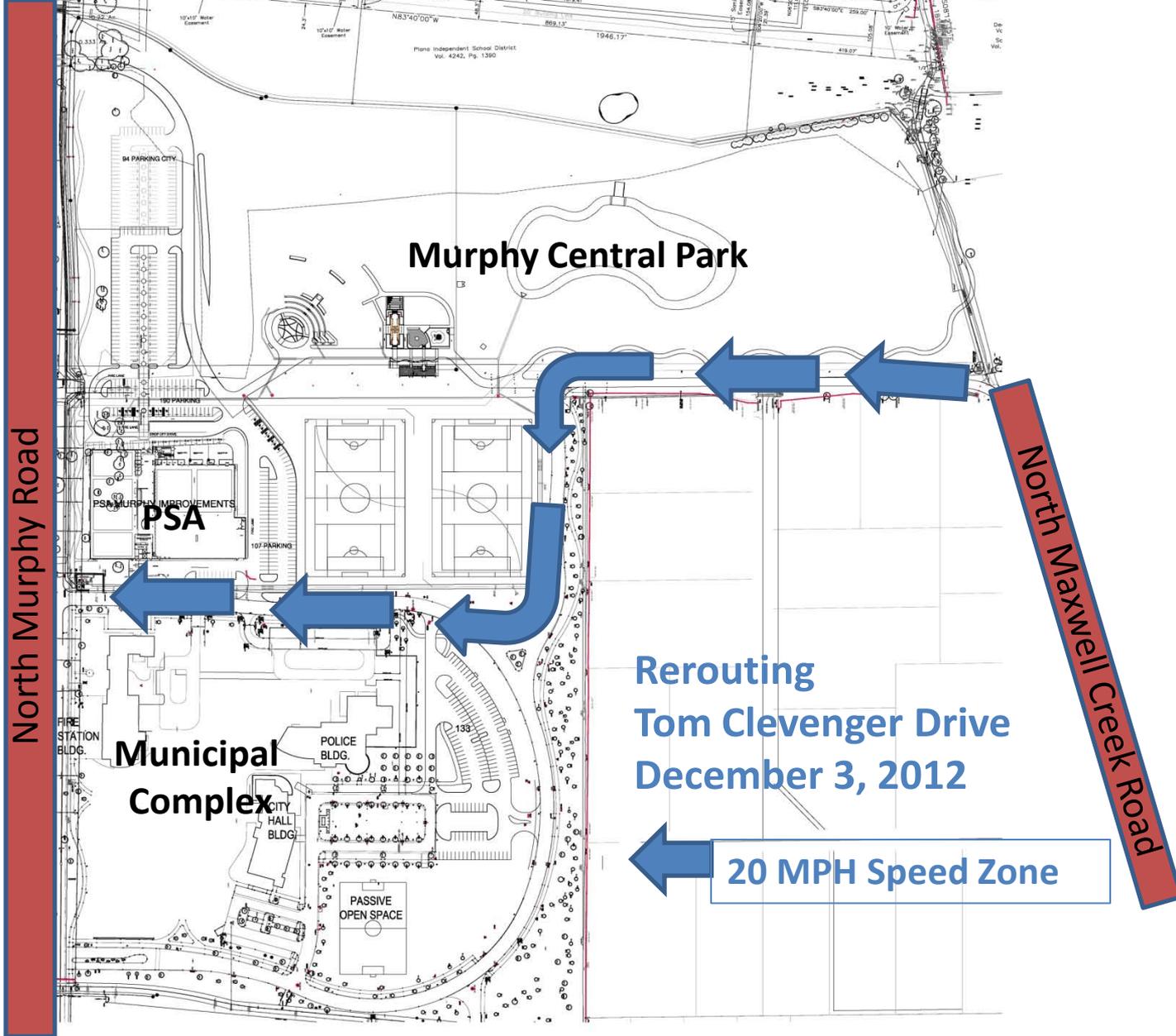
This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this the 27th day of November, 2012.

Bret M. Baldwin, Mayor
City of Murphy

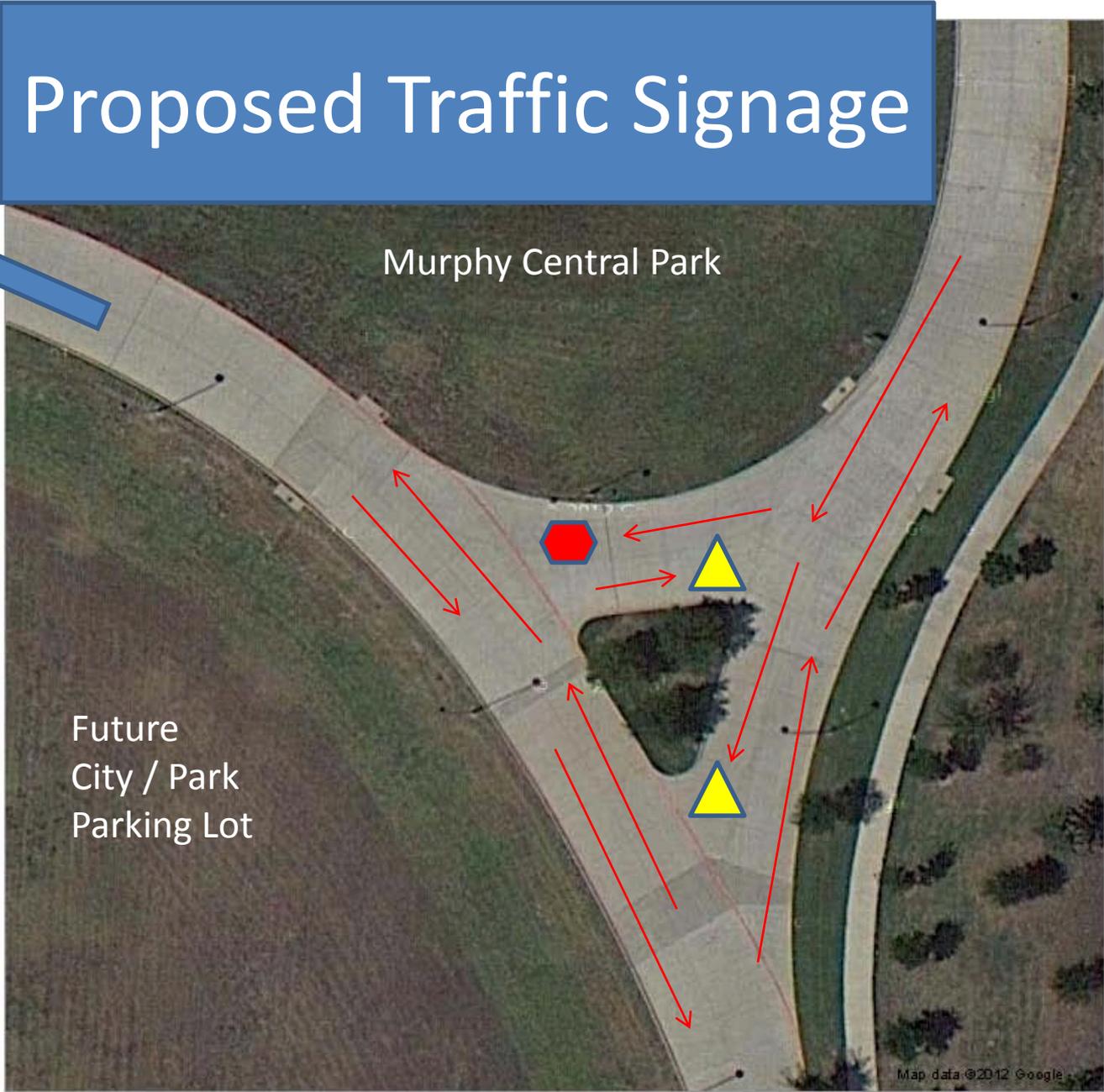
ATTEST:

Kristi Gilbert, City Secretary
City of Murphy



Proposed Traffic Signage

To
PSA
MFD
and
NMR



To
Willow
Wood
Estates

To
Public
Works
MPD
City Hall
and NMR



City Council
November 27, 2012

Issue

Consider and take action, if any, on the proposed Animal Shelter project, including the design process and status report.

Background

Councilmember Brandon has asked that this item be brought before the Council for additional consideration. Attached are the minutes from the October 30, 2012 Work Session regarding the Animal Shelter project.

Attachments

October 30, 2012 Minutes

Kristi Gilbert

Submitted By

CITY COUNCIL MINUTES
OCTOBER 30, 2012 SPECIAL CITY COUNCIL MEETING AND WORK SESSION

1. CALL TO ORDER

Mayor Pro Tem Daugherty called the meeting to order at 6:06 p.m. in the Homer Adams Room of the Murphy Community Center.

2. CERTIFICATION OF A QUORUM

The following Councilmembers were present:

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

Councilmembers absent: Mayor Baldwin

3. PRESENTATION ITEMS

Mayor Pro Tem Daugherty opened the floor to Chief GM Cox. Chief Cox reviewed the state law mandates for animal shelters and provided a presentation on the current condition of the Murphy Animal Shelter. The Chief continued by reviewing sheltering statistics and projected growth. The Chief stated that the shelter has a current adoption or return to owner rate of 80%. The Chief stated that build-out numbers indicated an anticipated 385 animals serviced per year.

Deputy Mayor Pro Tem Halbert inquired as to the history of the statistics provided to the Council. Discussion was held with regard to determining whether the proposed facility would be designed for maintenance of animal service activities or utilized as an adoption facility as well.

4. PUBLIC COMMENTS

Dr. Lorraine Chalkley, 1101 N Murphy Road – Dr. Chalkley stated that she served in the required veterinarian capacity on the Animal Shelter Advisory Committee. Dr. Chalkley stated that she has lived in the Murphy area since 1976 and has witnessed the changes related to the animal shelter. Dr. Chalkley stated the current shelter lacked an isolation area, a treatment room, bathing facilities, internet connection and a public viewing area. Dr. Chalkley stated that she believed that the Animal Control Officer, Tammy Drake, did a fantastic job with the limited facility. She continued by stating that she feels that the City could build a larger facility for a lower price per square foot based on other area construction.

Beverly Mueller, 1030 Westminister – Ms. Mueller stated that she was a proud member of the Animal Shelter Advisory Committee, but felt that the committee had been underutilized. Ms. Mueller expressed ideas regarding conducting fundraising events to help finance the shelter.

5. DISCUSSION

Mayor Pro Tem Daugherty suggested using the existing facility for storage or quarantine purposes. Councilmember Richmond stated that a decision needed to be made as to whether the facility would be designed for maintenance purposes or as an adoption facility. Councilmember Brandon stated that he felt the old facility should be used for storage and equipment. Councilmember Grant

stated that he would like to see numbers on the cost of retrofitting the existing building. After further discussion, the Council determined that they wanted to 1) look at the reuse of the old facility and the associated costs; 2) review current operations in an upgradeable building with options to become an adoption facility; and 3) move facility plans to current Animal Shelter facility.

6. ADJOURNMENT

With no further business, the meeting was adjourned at 8:05 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Kristi Gilbert, City Secretary

City Council
November 27, 2012

Issue

Consider and take appropriate action, if any, on a resolution establishing the Rules and Procedures for the City of Murphy Ethics Commission

Background

The Ethics Review Commission was established in 2012 and held several meetings in order to appoint its officers, review, consider and discuss the Code of Ethics of the City of Murphy and the Commission's duties and responsibilities in this regard, and to discuss, prepare and adopt its proposed Rules and Procedures for submission to the City Council for consideration and action. On July 19, 2012, the Commission approved its proposed Rules and Procedures and also approved certain recommendations, requests and notifications to be presented to the City Council.

The proposed rules incorporate suggestions provided by Councilmember Grant and discussed at previous meetings. Note that Section 5(J)(8) provides for an appeal process. If this is favorable to the Council then it should also be included into the text of the proposed ordinance verbatim as a new Section 2-518 Entitled "Appeals".

Staff Recommendation

Staff recommends approval of the resolution.

Attachments

Resolution Adopting the Rules and Procedures for the Ethics Commission

k k h - #

Kristi Gilbert

Submitted By

RESOLUTION NO. 12-R-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY,
TEXAS, ADOPTING CERTAIN RULES AND PROCEDURES FOR THE
ETHICS COMMISSION; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Article VIII, Section 8.01 of the City of Murphy, Texas Home-Rule Charter authorizes the City Council to create committees deemed desirable by the City council and those which may be necessary to carry out the functions and obligations of the City; and,

WHEREAS, Ordinance 10-11-863 created the Ethics Commission; and

WHEREAS, Article VIII, Section 8.01 of the City of Murphy, Texas Home-Rule Charter also provides that the city Council shall by ordinance or resolution prescribe the purpose, composition, function, duties, accountability and tenure of each board, commission and committee.

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

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

Section 2. Purpose and Intent. Recognizing that every legislative body needs a systematic way of conducting its business, this Resolution is to provide for the orderly conduct of business City of Murphy Ethics Review Commission.

Section 3. The Rules and Procedures attached as Exhibit "A" are hereby adopted as the official Rules and Procedures for the Ethics Review Commission.

Section 4. This resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Murphy, Texas, on this the 27th day of November, 2012.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

Exhibit "A"

**CITY OF MURPHY
ETHICS REVIEW COMMISSION**

RULES AND PROCEDURES

SECTION 1. INTRODUCTION

(a) The Ethics Review Commission (the "Commission") is an advisory body of the City of Murphy, Texas, having jurisdiction over ethics complaints as described in Chapter 2, Article IX of the Code of Ordinances of the City of Murphy, Texas. The Commission is responsible for its own development, discipline, and performance of its duties and responsibilities. The development of this policy is designed to ensure effective and efficient application of these rules and procedures.

(b) This policy addresses Commission relations among Commission members, and with city employees and officials. By adopting this policy, we, as members of the Commission, acknowledge our responsibility to each other, to City staff and to the public. This policy will be reviewed as necessary.

SECTION 2. MISSION

(a) The Commission will provide for the fair and equal ~~resolution-review~~ of all ethics complaints ~~brought forth for its review~~.

(b) In order to ensure proper ~~resolution-review~~ of all matters brought before the Commission, members of the Commission will display behavior that demonstrates independent and impartial review of all matters addressed by them, and be duly responsible to the citizens of the City of Murphy and to each other.

SECTION 3. INFORMATION

(a) The Complaint Process will be followed as outlined in Article IX, Section 2-514, as amended.

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

(c) All correspondence or communications shall be copied to the City Attorney.

SECTION 4. ROLES

- (a) The Chairperson shall preside at meetings of the Commission, and shall be recognized as head of the Ethics Review Commission for all purposes. The Chairperson may participate in the discussion of all matters coming before the Commission. The Chairperson shall be entitled to vote as a member thereof unless prohibited by law, and shall have no power of veto.
- (b) The Commission shall elect from among the Commission members a Vice Chairperson who shall act as Presiding Officer during the absence or disability of the Chairperson.
- (c) The Chairperson shall preserve order and decorum and shall require Commission members engaged in debate to limit discussion to the question under consideration.
- (d) The Chairperson is the spokesperson for the Commission on all official positions taken unless absent, at which time the Vice Chairperson or other designee will assume the role.
- (e) The Chairperson will encourage all Commission members to fully participate in Commission discussion before an item is brought to vote.
- (f) The Chairperson may appoint a subcommittee made up of Commission members and staff as deemed necessary by the Commission to recommend direction to the full Commission.
- (g) The Chairperson or designee shall act as the appointed liaison to the City Council.

SECTION 5. MEETINGS

- (a) **Annual Meeting** – The Commission shall meet at least once a year as outlined in Article IX, Section 2-513 (subsection 3) as amended.
- (b) **Special Meetings** – Special Meetings may be held on any day of the week to consider items that require action prior to the annual meeting and may be called upon at the request of the Chairperson, Vice Chairperson or City Manager. Special meetings will be open to the public in accordance with the Texas Open Meetings Act.
- (c) **Work sessions** – Work sessions shall be held as needed and used to allow the Commission to discuss procedures. Work sessions will be open to the public in accordance with the Texas Open Meetings Act.
- (d) **Executive Sessions** – The Commission may meet in executive session in compliance with the Texas Open Meetings Act. All final actions, decisions or votes on any matter deliberated in an executive session shall be made in open session for which proper notice has been 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) ~~Each member shall sign a non~~**Nondisclosure Agreement.** – Each commission member shall sign a non-disclosure agreement the earlier of, thirty (30) days following appointment by the City Council or prior to receiving any information regarding a complaint.

(f) **Attendance** - Commission 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) The Commission may create a subcommittee of two as necessary.

(h) **Punctuality and Recess** – Members of the Commission are expected to arrive at meetings at or before the scheduled time for the meeting to begin and shall advise the Chairperson or Secretary if there is an expectation that the Commission member will be tardy or may need to leave the meeting before it is adjourned. At the beginning of each meeting, the Presiding Officer shall announce those members that are absent and shall announce the arrival time of any member arriving after the beginning of any meeting. The Presiding Officer may at any time, upon his or her own motion, or upon the request of a Commission member, declare a recess of the meeting. *The time period of the recess shall be strictly followed.*

(i) **Conflict of Interest** – A Commission member prevented from voting due to a conflict of interest shall leave the room 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 Commission member filing a conflict of interest affidavit on an Executive Session item shall not thereafter confer with staff, or Commission members regarding that matter. The City attorney may provide assistance in determining whether or not a conflict of interest exists.

(j) **Process of Ethics Hearing:**

1. An initial meeting will be held to discuss the filed complaint. The complainant and the complaine may attend the initial meeting and make a presentation to the Commission. The complainant and the complaine must be allowed to make a presentation at the initial meeting, but the Commission may limit the time for the presentation to no fewer than five (5) minutes.
2. A majority vote will be required for the Commission to continue its investigation of the complaint; otherwise, the matter will be closed.
3. The Chairperson or authorized designee shall send notice of the initial review and its outcome to both the complainant and the complaine within ~~a reasonable amount of time~~ five (5) business days after the initial review decision is made by the Commission.
4. The Commission will exercise its powers as outlined in Article IX, Section 2-513 to investigate, request and gather evidence as necessary to determine if a violation has occurred.
5. If the Commission determines that there are reasonable grounds to believe that a violation of Article IX has occurred, it shall schedule a final hearing. Otherwise, the complaint may be dismissed.
- ~~5.6.~~ The complainant and the complaine may attend the final hearing and make a presentation to the Commission. The complainant and the complaine must be allowed to make a presentation at the final hearing, but the Commission may limit the time for the presentation to no fewer than five (5) minutes.

7. Sanctions may be imposed in accordance with Article IX, Section 2-517 as amended, by majority vote of the Commission.

8. All actions of the Commission are immediately appealable by complainee only to a committee of the Mayor, the City Attorney, and the Municipal Judge or an alternate appointed official in the case of a conflict of interest. This committee shall have the authority to affirm, dismiss or remand the decision of the Commission with instructions.

6.—

(k) **Conduct of Meetings and Work Sessions**

1) During Commission meetings and work sessions, Commission 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 Commission.

2) A Commission 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, a City Councilmember, a member of any board, commission or committee of the City, an individual employee, or an operational issue. Criticism is differentiated from questioning facts or the opinion of staff.

3) When there is more than one speaker during a final hearing who is called to address the matter, Commission Members shall delay their comments until after all speakers on the subject have been heard.

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

(l) **Citizens and Visitors**

(1) Everyone attending a meeting will refrain from private conversations and turn mobile phones to silent or vibrate while the Commission is in session.

(2) Citizens and visitors attending Commission meetings, work sessions and hearings shall observe the same rules of propriety, decorum and good conduct applicable to members of the Commission. Any person making personal, impertinent, disruptive, profane or defamatory remarks or who becomes boisterous while addressing the Commission or while attending the meeting, work session or hearing, shall be removed from the room if so directed by the Presiding Officer. Such person shall be barred from further audience before the Commission during that session. If the Presiding Officer fails to act, any member of the Commission may move to require enforcement of the rules, and the affirmative vote of a majority of the Commission 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 Commission may move to require enforcement of the rules and the affirmative vote of a majority of the Commission shall require the Presiding Officer to act.

(5) No placards, banners, or signs will be permitted in the Commission meeting room or in any other room in which the Commission 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.

(m) **Agenda**

(1) The Chairperson and/or alternatively Vice Chairperson shall set the agenda. Any Commission member may request an item be placed on a future agenda at a meeting.

(2) Agenda item requests made outside of an open meeting shall be submitted to the City Secretary.

(n) **Motions**

(1) The Commission 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 Commission 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 Commission member who seconded the motion may withdraw the second.

(4) A motion to reconsider any action of the Commission must be made no later than prior to the conclusion of the next regularly scheduled meeting of the Commission. Such a motion may only be made by a Commission 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 Commission.

(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, with the exception of any final determination of the Commission, 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.

- (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 Commission 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 Commission and approved by the Commission.
- (q) **Failure to Comply** - A failure to comply with these rules does not invalidate any otherwise lawful act of the Commission.
- (r) **Tabling** – An item under consideration may be tabled until a later point in the same 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 the Commission unless there is a change.
- (t) **Retention Policy** - The retention policy of the Commission shall be the same as that of the City.

SECTION 6. PUBLIC CONTACT / MEDIA RELATIONS

- (a) All reporters may receive an agenda in advance and will be furnished supporting materials needed for clarification if requested.
- (b) The Commission shall refer all media inquires to the City Manager or his or her designee as the City's official representative to the media.

RESOLUTION NO. 12-R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, ADOPTING CERTAIN RULES AND PROCEDURES FOR THE ETHICS COMMISSION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 8.01 of the City of Murphy, Texas Home-Rule Charter authorizes the City Council to create committees deemed desirable by the City council and those which may be necessary to carry out the functions and obligations of the City; and,

WHEREAS, Ordinance 10-11-863 created the Ethics Commission; and

WHEREAS, Article VIII, Section 8.01 of the City of Murphy, Texas Home-Rule Charter also provides that the city Council shall by ordinance or resolution prescribe the purpose, composition, function, duties, accountability and tenure of each board, commission and committee.

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

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

Section 2. Purpose and Intent. Recognizing that every legislative body needs a systematic way of conducting its business, this Resolution is to provide for the orderly conduct of business City of Murphy Ethics Review Commission.

Section 3. The Rules and Procedures attached as Exhibit "A" are hereby adopted as the official Rules and Procedures for the Ethics Review Commission.

Section 4. This resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Murphy, Texas, on this the 27th day of November, 2012.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

Exhibit "A"

**CITY OF MURPHY
ETHICS REVIEW COMMISSION**

RULES AND PROCEDURES

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(b) This policy addresses Commission relations among Commission members, and with city employees and officials. By adopting this policy, we, as members of the Commission, acknowledge our responsibility to each other, to City staff and to the public. This policy will be reviewed as necessary.

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(a) The Commission will provide for the fair and equal review of all ethics complaints.

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(j) **Process of Ethics Hearing:**

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2. A majority vote will be required for the Commission to continue its investigation of the complaint; otherwise, the matter will be closed.
3. The Chairperson or authorized designee shall send notice of the initial review and its outcome to both the complainant and the complainee within five (5) business days after the initial review decision is made by the Commission.
4. The Commission will exercise its powers as outlined in Article IX, Section 2-513 to investigate, request and gather evidence as necessary to determine if a violation has occurred.
5. If the Commission determines that there are reasonable grounds to believe that a violation of Article IX has occurred, it shall schedule a final hearing. Otherwise, the complaint may be dismissed.
6. The complainant and the complainee may attend the final hearing and make a presentation to the Commission. The complainant and the complainee must be allowed to make a presentation at the final hearing, but the Commission may limit the time for the presentation to no fewer than five (5) minutes.
7. Sanctions may be imposed in accordance with Article IX, Section 2-517 as amended, by majority vote of the Commission.

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(2) Agenda item requests made outside of an open meeting shall be submitted to the City Secretary.

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(2) A motion made and seconded will be considered the main motion. Any Commission 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 Commission member who seconded the motion may withdraw the second.

(4) A motion to reconsider any action of the Commission must be made no later than prior to the conclusion of the next regularly scheduled meeting of the Commission. Such a motion may only be made by a Commission 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 Commission.

(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, with the exception of any final determination of the Commission, 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.

(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 Commission 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 Commission and approved by the Commission.

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

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

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(a) All reporters may receive an agenda in advance and will be furnished supporting materials needed for clarification if requested.

(b) The Commission shall refer all media inquires to the City Manager or his or her designee as the City's official representative to the media.

Issue

Consider and take appropriate action, if an, on an ordinance amending Chapter 2, Article IX of the Code of Ordinances entitled Code of Ethics.

Background

The Ethics Review Commission was established in 2012 and held several meetings in order to appoint its officers, review, consider and discuss the Code of Ethics of the City of Murphy and the Commission's duties and responsibilities in this regard, and to discuss, prepare and adopt its proposed Rules and Procedures for submission to the City Council for consideration and action. On July 19, 2012, the Commission approved its proposed Rules and Procedures and also approved certain recommendations, requests and notifications to be presented to the City Council.

Council took action at their October 16th and November 11th meetings providing direction for the proposed changes. Including:

Only City Officials are subject to Ethics Review Commission investigation -

Sections 2-501 through 2-513 reference City Employees as they will still be subject to the Ethics Policy, however, administration of complaints will be handled through the proper procedures according to the Personnel Policy (see Section 2-513(a)).

Composition and Terms of Board Members –

The proposed ordinance prohibits members from serving on other boards and requires a complete board turnover every two years. If Council desires to allow an Ethics Review Commission Member to serve on other boards, the motion should exclude the proposed language in Section 2-513(b)(1) and Section 2-513(b)(4)(B).

Staff Recommendation

Staff recommends approval of the ordinance amending Chapter 2, Article IX of the Code of Ordinances.

Attachments

Ordinance Amending the Code of Ethics (redline version)

Ordinance Amending the Code of Ethics (clean version)

Kristi Gilbert

Submitted By

ORDINANCE NO. 12-11-

AN ORDINANCE OF THE CITY OF MURPHY, TEXAS, AMENDING CHAPTER 2 OF THE CITY OF MURPHY'S CODE OF ORDINANCES, ~~TO ESTABLISH~~ AMENDING ARTICLE IX CODE OF ETHICS FOR CITY OFFICIALS AND EMPLOYEES, INCLUDING REGULATIONS RELATED TO STANDARDS OF CONDUCT; GIFTS AND HONORARIUMS; CONFLICTS OF INTEREST; CONFLICT DISCLOSURE STATEMENTS; INTEREST IN PROPERTY ACQUIRED WITH PUBLIC FUNDS; NEPOTISM; BRIBERY; CITY RECORDS; MISUSE OF OFFICIAL INFORMATION; ABUSE OF OFFICIAL CAPACITY; AND OFFICIAL OPPRESSION; CREATING AN ETHICS REVIEW COMMISSION; PROVIDING A COMPLAINT PROCESS FOR VIOLATIONS OF THE CODE OF ETHICS; PRESCRIBING THE ROLE OF THE CITY ATTORNEY IN THE COMPLAINT PROCESS; PROVIDING A HEARING PROCESS; PROVIDING SANCTIONS FOR VIOLATIONS OF THE CODE OF ETHICS; AND PROVIDING FOR DISTRIBUTION AND PROOF OF COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE, PROPER NOTICE AND MEETING; SEVERABILITY CLAUSE AND REPEALER CLAUSE.

WHEREAS, statutory provisions governing the ethical conduct of public officials and employees are found in various codes including the Texas Local Government Code, the Texas Government Code and the Texas Penal Code; and

WHEREAS, the City Council finds it desirable and necessary to adopt a comprehensive ethics ordinance that sets out the statutory parameters relating to the conduct of public officials and employees in one easily accessible location; and

WHEREAS, the City Council believes that a position in government is a position of public trust that demands a high standard of behavior, and

WHEREAS, each employee and official of the City of Murphy should uphold the Constitution, laws and regulations of the United States and the State of Texas and the Charter and ordinances of the City of Murphy; and

WHEREAS, the City of Murphy seeks to promote personal integrity, honesty and ethical conduct in all activities undertaken by City Officials and employees through the adoption of this Ordinance; and

WHEREAS, the City of Murphy seeks to inspire public confidence and trust in City of Murphy officials and employees through the adoption of this "Code of Ethics";

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 CODE OF ETHICS

Chapter 2, Administration, of the Code of Ordinances of the City of Murphy is hereby amended by amending Article IX, Code of Ethics:

Article IX, Code of Ethics 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 552 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 governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances 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 27th
day of November, 2012.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney
City of Murphy

EXHIBIT “A”

**ARTICLE IX
CODE OF ETHICS**

Section 2-501. Definitions.

The terms used in this Article shall have the following meanings:

Business Entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

Candidate. This term has the meaning assigned by section 251.001, Election Code.

City Council means the mayor and six (6) council members elected to serve as the governing body of the City.

City Employee means any person employed by the City, including those individuals that are employed on a part-time or temporary basis and employees of any corporation created by the City, but such term shall not be extended to apply to any independent contractor.

City Attorney means the City Attorney appointed by the City Council pursuant to the City Charter.

City Engineer means the City Engineer appointed by the City Manager.

City Manager means the City Manager appointed by the City Council pursuant to the City Charter.

City Official means every member of the City Council, the City Manager, City Secretary, the City Attorney, the City Engineer and all members of any board, commission, or committee appointed by the City Council, including, the board members of the **Murphy Municipal Development District (MDD)**, the Murphy Economic Development Corporation (4A) (“MEDC”) and the 4B Murphy Community Development Corporation (“MCDC”), and the executive directors of the MEDC and the MCDC.

Confidential Information means any information that a City Official would be privy to because of the official’s position but otherwise is not available to the public under the provisions of the Texas Public Information Act (Tex. Gov’t Code Ch. 552).

Conflict Disclosure Statement means the disclosure statement form adopted by the Texas Ethics Commission required by Chapter 176 of the Local Government Code.

Conflict of Interest Questionnaire means the conflicts of interest form adopted by the Texas Ethics Commission required by Chapter 176 of the Local Government Code.

Economic Benefit means any taxable income or any money, real or personal property, contract rights, sale, lease, option, credit, loan, discount, service, or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.

Economic Interest means a legal or equitable interest in real or personal property or a fiduciary obligation to such property or contractual right in such property that is more than Two Thousand Five Hundred Dollars (\$2500.00). Service by a City Official or City Employee as an officer, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create an Economic Interest in the property of that organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an Economic Interest in the securities or other assets unless the City Official or City Employee participates in the management of the fund. A City Official or City Employee does not have an Economic Interest in a matter if the economic impact on the City Official or City Employee is indistinguishable from the impact on the public or on the particular group affected by the matter.

Family Member means a person related to a City Official in the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Government Code, except that the term does not include a person who is considered to be related to a City Official by affinity only as described by Section 573.024(b) of the Government Code. This definition would include children, spouses, parents, step-children and parents-in-law or children-in-law, except that relationships by affinity would end upon divorce.

Gift means a favor, hospitality, or economic benefit other than compensation but which does not include campaign contributions reported as required by state law, gifts received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an *inter vivos* or testamentary trust.

Permissible Gift means a thing of nominal value given (not to exceed \$100.00 in value), and not given to request a specific favor, special treatment, or influence a City Official or City Employee. Marketing advertisement items of nominal value, or certificates or plaques having no intrinsic value, are considered permissible gifts or gratuities. The purchase of meals of nominal value, provided there is a rotation of purchasing, is considered a permissible gift. The provision of training/education programs of a general nature is considered a permissible gift or gratuity. Items that exceed \$100.00 in value, if divided (e.g. holiday food or sporting event tickets distributed by lot) or donated for a City-sponsored function, are considered permissible gifts and/or gratuities.

Qualified Voter means a person who meets the qualifications of Section 11.002 of the Texas Election Code to vote in City elections.

Second Degree by Affinity is defined by Subchapter B., Chapter 573 of the Government Code and examples of such relationship are set out in the Chart attached hereto as Exhibit "1."

Substantial Interest means the interest that a City Official and/or a Family Member has in a business or business entity or in real property as described below:

- (a) The City Official and/or a Family Member owns ten percent (10%) or more of the voting stock or shares of the business entity; or
- (b) The City Official and/or a Family Member owns ten percent (10%) or more or \$15,000.00 or more of the fair market value of the business entity; or
- (c) Funds received by the City Official and/or a Family Member from the business entity exceed ten percent (10%) of the person's gross income for the previous year;
- (d) The City Official and/or Family Member has a Substantial Interest in real property if the interest is an equitable or legal interest with a fair market value of \$2,500 or more.

Third Degree by Consanguinity is defined by Subchapter B., Chapter 573 of the Government Code and examples of such relationship are set out in the Chart attached hereto as Exhibit "1."

Section 2-502. Standards of Conduct

(a) General Provisions

- (1) No City Official or City Employee may disclose any Confidential Information gained through the City Official's or City Employee's office or position concerning property, operations, policies, or affairs of the City, or use such Confidential Information to advance any Economic Interest of the City Official or City Employee, confer any Economic Benefit to the City Official or City Employee, or their Family Member. This Subsection shall not preclude disclosure of such Confidential Information in connection with any investigation or proceeding regarding whether there has been a violation of this Code of Ethics to any investigatory, administrative or judicial authority.
- (2) No City Official or City Employee may use his or her office or position or City owned facilities, equipment, supplies, or resources of the City to advance any Economic Interest of the City Official or City Employee, confer any Economic Benefit to the City Official or City Employee, for a political campaign of the City Official or City Employee, or for any of the City Official's or City Employee's Family Members. Notwithstanding the foregoing, City owned facilities, equipment, supplies or resources may be used by City Officials or City Employees to the extent such uses are customary, incidental or lawfully available to the public.
- (3) No City Official shall knowingly represent, directly or indirectly, any person, group or business entity:
 - (A) Before the City Council or the board, commission or committee of which he or she is a member;

- (B) Before a board or commission which has appellate jurisdiction over the board, commission or committee of which he or she is a member;
 - (C) In any action or proceeding against the interests of the City or in any litigation in which the City or any department, agency, board, commission or committee is a party; or
 - (C) In any action or proceeding in the municipal court(s) of the City which was instituted by a City Official or City Employee in the course of his or her official duties, or a criminal proceeding in which any City Official or City Employee is a material witness for the prosecution.
- (4) The restrictions contained in Subsection (3) do not prohibit the following:
- (A) A City Official, or his or her spouse, appearing before the City Council or a City board, commission or committee to represent himself or herself in a matter affecting his or her property; provided, however, that no such person, or his or her spouse, shall personally appear before the City Council, board, commission or committee of which he or she is a member and must submit their case through an authorized representative;
 - (B) A City Official or City Employee appearing before the City Council or a City board, commission or committee to address employment matters;
- (5) No City Official may act as surety for any person or business entity that has work, business, or a contract with the City, or act as a surety on any bond required by the City for a City Official.
- (6) No City Official or City employee shall default or refuse to answer any questions pertinent to the proceedings before the City Council, or fail or refuse to obey any subpoena, or to produce any books, papers or other material issued by the City Council pursuant to Sec. 3.17 of the City Charter.
- (7) No City Official or City Employee shall deny, abridge or compromise equality of rights under state and federal law with respect to appointment to or removal of any appointed position with the City as prohibited by Sec. 14.02 of the City Charter.
- (8) No City Official or City Employee who seeks appointment or promotion with respect to any City appointed position shall, directly or indirectly, give, render or pay any money, service or other valuable thing to any person for, or in connection with, his or her test, appointment or promotion with respect to any City position as prohibited by Sec. 14.03 of the City Charter.

- (9) No City Official or City Employee shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification, appointment or promotion with respect to any City position, or attempt to commit any fraud preventing the impartial execution of the personnel provisions, rules and regulations of the City Charter as prohibited by Sec. 14.04 of the City Charter.
- (10) No City Official, who holds any compensated, non-elective City position, or City Employee shall use their official title or position with the City to solicit any contribution or endorse the candidacy of any Candidate for public office in the City as prohibited by Sec. 14.05 of the City Charter. Any such person shall have the right to exercise his/her legal rights to participate in the election process when he/she is not on duty, in a City building, City provided uniform or attire, or using a City vehicle or equipment.
- (11) Members of the City Council shall not in any way dictate the appointment, removal or discipline of the City Officials or City Employees appointed by the City Manager or any of the City Manager's subordinates as prohibited by Sec. 3.08(2) of the Charter. Notwithstanding the foregoing, the City Council, at a meeting called for that purpose, may express its views and fully and freely discuss with the City Manager anything pertaining to the appointment and removal of such City Officials and City Employees.
- (12) Except for the purpose of inquiries and investigations provided by the Charter, the City Council shall interact with City Officials and City Employees who are subject to the direction and supervision of the City Manager in accordance with the Governance Policy adopted by the City Council. The City shall not give orders to any such City Official or City Employee, either publicly or privately, except as otherwise provided in the Charter.

SECTION 2-503. Gifts and Honorariums

(a) Prohibition:

- (1) No City Official or City Employee may solicit or accept any Gift, favor or privilege, that is offered or given with the intention of influencing the judgment or discretion of the City Official or City Employee; or given in consideration of the favorable exercise of the City Official's or City Employee's judgment or discretion in the past.
- (2) A City Employee performing regulatory functions or conducting inspections or investigations shall not solicit, accept, or agree to accept any benefit from a person the City Employee knows to be subject to regulation, inspection, or investigation by the City Employee or the City.

- (3) A City Employee having custody of prisoners shall not solicit, accept, or agree to accept any benefit from a person the City Employees knows to be in his custody or the custody of the City.
- (4) A City Employee or a City Official who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of the City shall not solicit, accept, or agree to accept any benefit from a person the City Employee or City official knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (5) A City Employee or City Official who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision shall not solicit, accept, or agree to accept any Economic Benefit from a person the City Employee or City Official knows is interested in or likely to become interested in any matter before the City Employee or City Official or tribunal.
- (6) A City Official is prohibited from soliciting, accepting, or agreeing to accept an honorarium in consideration for services that the City Official would not have been requested to provide but for the City Official's official position or duties.

(b) Donation of Unsolicited Gift

A City Employee or City Official who receives an unsolicited Gift that the City Employee or City Official is prohibited from accepting under this section may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax-exempt charitable organization formed for educational, religious, or scientific purposes.

(c) Exceptions

The prohibitions set out in this section do not apply to:

- (1) a fee prescribed by law to be received by a City Employee or City Official or any other benefit to which the City Employee or City Official is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a City Employee or City Official;
- (2) a Gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient; or
- (3) a benefit to a City Employee or City Official required to file a statement under Chapter 572, Government Code, or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:

- (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
- (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or the City;
- (4) a political contribution as defined by Title 15, Election Code;
- (5) a Permissible Gift as defined in this Ordinance, excluding cash or a negotiable instrument as described by Section 3.104, Business & Commerce Code;
- (6) an item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity;
- (7) food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donor in accordance with that law;
- (8) any Gift or benefit otherwise excepted under section 36.10, Penal Code; or
- (9) This section does not prohibit a City Official from accepting (1) transportation expenses, (2) lodging expenses or (3) meals in connection with a conference or similar event in which the City Official renders services, such as addressing an audience or engaging in a seminar to the extent that those services are more than merely perfunctory.

SECTION 2-504. Conflict of Interest; Recusal.

(a) Conflict of Interest. No City Official may vote on or participate in any decision-making process on a matter concerning property or a business entity if the official has a Substantial Interest in the real property or business entity.

(b) Recusal.

- (1) A City Official shall disclose the existence of any Substantial Interest in any business entity or real property involved in any decision pending before such City Official, or the body of which he or she is a member. To comply with this Subsection, a City Official shall, prior to any discussion or determination of the matter, either file an affidavit of disclosure as required by Local Government Code § 171.004 or, if not so required, shall publicly disclose in the official records of the City to the City Secretary the nature of the interest. To further comply with this Subsection, a City Official shall notify the City Manager, or if the City Official is the City Manager, shall notify the City Secretary, in writing of the nature of any Substantial Interest he or she may have in a Business Entity or real property which would be affected by an exercise of

discretionary authority by the City Official and the City Manager or City Secretary shall assign the matter to another employee. In disclosing a Substantial Interest in a Business Entity, a City Official shall not be required to disclose the dollar amount of any income that he or she receives from the Business Entity.

- (2) The City Council shall take a separate vote on any budget item specifically dedicated to a contract with a Business Entity in which a member of the Council has a Substantial Interest. The member of the City Council that has the Substantial Interest may not participate in the separate vote.
- (3) In addition to complying with the requirements of Chapter 171 of the Local Government Code, to avoid the appearance and risk of impropriety, a City Official should abstain from participation in, discussion of, and any vote on a matter involving a person or Business Entity that the official knows is likely to affect the Economic Interest of, or confer an Economic Benefit on:
 - (i) The City Official's parent, child, step-child, spouse, or other family member within the second degree of consanguinity or affinity as defined by Chapter 573 of the Government Code, or a client of the City Official;
 - (ii) An employer of the City Official, the City Official's parent, child, step-child, or spouse;
 - (iii) A Business Entity for which the City Official serves as an officer or director or serves in any policy-making position;
 - (iv) A person or Business Entity from whom, within the past twelve months, the City Official or the official's spouse, directly or indirectly, received an Economic Benefit; or
 - (v) A person or Business Entity from whom, within the past twelve months, the City Official or the official's spouse, directly or indirectly, engaged in negotiations pertaining to business opportunities.

SECTION 2-505. Conflict Disclosure Statements.

- (a) A City Official shall file a sworn Conflicts Disclosure Statement with the City Secretary whenever a City Official or a Family Member (i) is receiving taxable income from an employment or other business relationship with a person or Business Entity who has contracted with the City for the sale or purchase of real property, goods or services or that is considering contracting with the City for the sale or purchase of real property, goods or services that exceeds \$2,500.00 (not including investment income) during the twelve (12) month period preceding the date that the City Official became aware of the contract, or (ii) has received Gifts with a value of more than \$250.00 during the twelve (12) month period

preceding the date that the City Official became aware of the contract from a person or Business Entity that contracts with the City for the sale or purchase of real property, goods or services or that the City is considering doing business with such person or Business Entity. The City Official shall file the Conflicts Disclosure Statement with the City Secretary no later than 5:00 p.m. on the seventh business day after the date the City Official becomes aware of the facts that require the filing of the Statement.

- (b) A City Official commits an offense if the City Official knowingly fails to file the Conflicts Disclosure Statement. An offense under the above Subsection is a Class C misdemeanor.
- (c) The City Secretary shall accept and file any and all City Official Conflict Disclosure Statements and any Vendor Conflict of Interest Questionnaires.
- (d) The City Secretary shall maintain a list of City Officials and shall make that list available to the public and any person who may be required to file a Conflicts of Interest Questionnaire. The City Secretary shall maintain copies of the Conflict Disclosure Statements and Conflict Questionnaires on the City's internet website.
- (e) City Officials shall abstain from participation in, discussion of, and any vote on a matter involving a person or Business Entity, if, within the 12 months preceding the date of the vote, the City Official has filed, or should have filed, a Conflicts Disclosure Statement under Chapter 176 of the Local Government Code.

SECTION 2-506. Interest in Property Acquired with Public Funds

(a) Disclosure of Interest in Property

A City Official who has a legal or equitable interest in real property that is to be acquired with public funds shall file an affidavit within 10 days before the date on which the property is to be acquired by purchase or condemnation.

(b) Affidavit

The affidavit must:

- (1) State the name of the City Official;
- (2) State the City Official's office, public title, or job designation;
- (3) Fully describe the property;
- (4) Fully describe the nature, type, and amount of interest in the property, including the percentage of ownership interest;
- (5) State the date when the person acquired an interest in the property;
- (6) Include a verification as follows: "I swear that the information in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code"; and

- (7) Contain an acknowledgement of the same type required for recording a deed in the deed records of the county.

The affidavit must be filed with the county clerk of the county in which the City Official resides and the county clerk of each county in which the property is located.

SECTION 2-507. Nepotism

(a) Prohibition:

- (1) A City Official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a position that is to be directly or indirectly compensated from City funds or fees of office if:

- (A) the individual is related to the City Official within the Third Degree by Consanguinity or the Second Degree by Affinity; or

- (B) the City Official holds the appointment or confirmation authority as a member of a state or local Council, the legislature, or a court and the individual is related to another member of that Council, legislature, or court within the Third Degree by Consanguinity or the Second Degree by Affinity.

- (2) A City Official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a position in which the individual's services are under the City Official's direction or control and that is to be compensated directly or indirectly from City funds or fees of office if:

- (A) The individual is related to another City Official within the Third Degree by Consanguinity or the Second Degree by Affinity; and

- (B) the appointment, confirmation of the appointment, or vote for appointment or confirmation of the appointment would be carried out in whole or partial consideration for the other City Official appointing, confirming the appointment, or voting for the appointment or confirmation of the appointment of an individual who is related to the first City Official within the Third Degree by Consanguinity or the Second Degree by Affinity.

(b) Exceptions

- (1) The prohibitions in Section 2-507 do not apply to:

- (A) an appointment to the office of a notary public or to the confirmation of that appointment;

(B) an appointment or employment of a personal attendant by a City Official for attendance on the City Official who, because of physical infirmities, is required to have a personal attendant; or

(C) any other appointment excepted under Chapter 573, Government Code.

(2) The prohibition in Section 2-507 does not apply to an appointment, confirmation of an appointment, or vote for an appointment or confirmation of an appointment of an individual to a position if:

(A) the individual is employed in the position immediately before the election or appointment of the City Official to whom the individual is related in a prohibited degree; and

(B) that prior employment of the individual has been continuous for at least six (6) months.

(3) If, under Subsection (b)(2), an individual continues in a position, the City Official to whom the individual is related in a prohibited degree may not participate in any deliberation or vote on the appointment, reappointment, confirmation of the appointment or reappointment, employment, reemployment, change in status, compensation, or dismissal of the individual if that action applies only to the individual and is not taken regarding a bona fide class or category of employees.

SECTION 2-508. Bribery.

(a) Prohibition:

A City Official or City Employee shall not:

(1) intentionally or knowingly offer, confer, or agree to confer on another person, or solicit, accept or agree to accept from another person:

(A) any benefit or consideration for the City Official's or City Employee's decision, vote, recommendation, or other exercise of official discretion as a City Official or City Employee;

(B) any benefit as consideration for the City Official's or City Employee's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding;

(C) any benefit as consideration for a violation of a duty imposed by law on a City Official or City Employee; or

- (D) any benefit that is a political contribution as defined by Title 15, Election Code, or that is an expenditure made and reported in accordance with Chapter 305, Government Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual interference in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this Subsection.

(b) No Defense

- (1) It is no defense to prosecution under this Section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office or he lacked jurisdiction or for any other reason.
- (2) It is no defense to prosecution under this Section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
 - (A) the decision, opinion, recommendation, vote, or other exercise of discretion has occurred; or
 - (B) the City Official or City Employee ceases to be a public servant.

(c) Exceptions

- (1) It is an exception to the application of Subsections (a)(1)(A), (B) and (C) that the benefit is a political contribution as defined by Title 15, Election Code, or an expenditure made and reported in accordance with Chapter 305, Government Code.

SECTION 2-509. City Records

(a) Prohibition:

A City Official or City Employee shall not:

- (1) knowingly make a false entry in, or false alteration of, a City record;
- (2) make, present, or use any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine City record;
- (3) intentionally destroy, conceal, remove, or otherwise impair the verity, legibility, or availability of a City record;
- (4) possess, sell, or offer to sell a City record or a blank City record form with intent that it be used unlawfully;

- (5) make, present, or use a City record with knowledge of its falsity; or
- (6) possess, sell, or offer to sell a City record or a blank City record form with knowledge that it was obtained unlawfully.

(b) Exception

It is an exception to the application of Subsection (a)(3) of this Section that the governmental record is destroyed pursuant to legal authorization or transferred under Section 441.204, Government Code. With regard to the destruction of a local government record, legal authorization includes compliance with the provisions of Subtitle C, Title 6, Local Government Code.

Section 2-510. Misuse of Official Information

(a) Prohibition

- (1) A City Employee or City Official shall not misuse information to which he or she has access by virtue of his or her office or employment and that has not been made public, and shall not:
 - (A) acquire, attempt to acquire or aid another to acquire or attempt to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;
 - (B) speculate or aid another to speculate on the basis of the information; or
 - (C) as a City Official or City Employee coerce another into suppressing or failing to report that information to a law enforcement agency.
- (2) A City Employee or City Official shall not with intent to obtain a benefit or with intent to harm or defraud another, disclose or use information for a nongovernmental purpose that:
 - (A) the City Official or City Employee has access to by means of his office or employment; and
 - (B) has not been made public.

In this section, “information that has not been made public” means any information to which the public does not generally have access, and/or that is prohibited from disclosure under Chapter 552, Government Code.

SECTION 2-511. Abuse of Official Capacity

(a) Prohibition:

(1) A City Official or City Employee commits an offense if, with intent to obtain a benefit or with intent to harm or defraud another, he intentionally or knowingly:

(A) violates a law relating to the City Official's or City Employee's office or employment; or

(B) misuses City property, services, personnel, or any other thing of value belonging to the City that has come into the City Official's or City Employee's custody or possession by virtue of the City Official's or City Employee's office or employment.

(b) Exceptions:

(1) A discount or award given for travel, such as frequent flyer miles, rental car or hotel discounts, or food coupons, are not things of value belonging to the City for purposes of this Section due to the administrative difficulty and cost involved in recapturing the discount or award for the City.

SECTION 2-512. Official Oppression

(a) Prohibition:

(1) A City Official or City Employee acting under color of his office or employment commits an offense if he:

(A) intentionally subjects another person to mistreatment or to arrest, detention, search, seizure, dispossession, assessment, or lien that he knows is unlawful;

(B) intentionally denies or impedes another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful; or

(C) intentionally subjects another to sexual harassment.

(b) For purposes of this Section, a City Official or City Employee acts under color of his office or employment if he acts or purports to act in an official capacity or takes advantage of such actual or purported activity.

(c) In this Section, "sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, submission to which is made a term or condition of a person's exercise or enjoyment of any right, privilege, power or immunity, either explicitly or implicitly.

Section 2-513. Ethics Review Commission

(a) There is hereby created an Ethics Review Commission (the "Commission") is an advisory commission having jurisdiction over ethics complaints as described in this Article involving

City Officials and City Employees. All ethics complaints against a City Employee that is not a charter designated City Official must be filed in the manner prescribed in Chapter 7 of the City of Murphy Personnel Policies and Procedures Manual, as may be amended from time to time.

- (b) The Commission is to be composed of five (5) members each serving a two (2) year term. The City Council shall appoint each member (a “Commissioner”) to the Commission. If a vacancy occurs on the Commission, the City Council shall appoint a person to fill the unexpired term. Each Commissioner shall take an oath of office comparable to that taken by Council members. Commissioners shall serve without compensation, but shall be eligible to be reimbursed for actual expenses in accordance with the City’s reimbursement policy.

(1) Terms of Commissioners. Beginning January 1, 2013, the Commission shall be comprised of five (5) members each serving a single, two (2) year term. At the City Council meeting which creates the Commission, two (2) Commissioners shall be selected to serve an initial one (1) year term and three (3) Commissioners shall be selected to serve an initial two (2) year term. Thereafter, all members’ terms shall be two (2) years appointed in January of odd-numbered years. The Commission members shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Any Commissioner who misses three (3) consecutive meetings within a twelve (12) month time period or one-third (1/3) of all regular meetings shall be deemed to have automatically vacated his/her position on the Commission. Any Commissioner who applied for and received an excused absence from the Commission chairperson prior to the meetings(s) at issue shall not be considered absent for purposes of this Subsection. Any Commissioner who no longer resides within the corporate boundaries of the City is deemed to have automatically vacated his/her position on the Commission. A Commissioner appointed to serve on the Ethics Commission is not eligible to serve as an appointed official on another City board or commission, including, but not limited to, any development districts until the term has ended.

(2) Commission Officers; quorum. From among its members the Commission shall elect its officers, those being the Chairperson, Vice-Chairperson, and Secretary. Officers shall be elected for terms of one (1) year. The Chairperson shall preside over all meetings and may vote. If the Chairperson fails or refuses to act, the Vice-Chairperson shall perform the duties of the Chairperson. If the Chairperson and Vice-Chairperson are absent, any Commissioner may be appointed by the remaining members of the Commission to preside over the meeting. Three (3) or more Commissioners present at a meeting shall constitute a quorum, but no action of the Commission shall be of any force or effect unless it is adopted by the favorable votes of three (3) or more of its members.

(3) Meetings. The Commission shall have such meetings as may be necessary to fulfill its responsibilities. The Commission shall meet at least once a year. The date of the annual

meeting shall be in September as set by the Commission. The Chairperson or any two (2) members of the Commission may call a meeting provided that reasonable notice is given to each Commissioner and written notice is posted in accordance with the provisions of the Texas Open Meetings Act. The Commission shall comply with the provisions of the Texas Open Meetings Act when conducting any meetings and/or hearings under this Article.

(4) Qualifications.

- (A) Commissioners must be Qualified Voters who are residents of the City of Murphy.
- (B) No Commissioner may be a City Official, City Employee, Appointed Board or Commission member or Family Member of a City Official or City Employee.
- (C) Commissioners shall maintain objectivity and be free of conflicts of interest in discharging their duties. Commissioners shall be independent in fact and appearance when hearing matters brought before the Commission. When a Commissioner has any reason to believe that he or she cannot be impartial, intellectually honest and free of conflicts of interest in discharging any of the duties of the Commission, such Commissioner shall disclose the facts and circumstances which create the conflict and shall not vote or otherwise participate in consideration of the matter.
- (D) The Commission shall have the authority to review and investigate complaints filed in accordance with this Article and issue a written finding of the Commission's determination when appropriate.
- (E) Service on the Commission does not preclude a member from filing a complaint with the Commission. The Commission member filing the complaint must recuse himself/herself from the Commission procedure.
- (F) The Commission may make recommendations to the City Council regarding revisions and changes to this Ordinance.
- (G) The Commission may seek any necessary assistance or resources from the City Council and City Manager regarding support needed to carry out the Commission's duties.
- (H) The Commission shall determine its rules and procedures which shall be submitted in writing for approval of the Council. The Commission shall establish, amend and rescind its procedures and maintain proper records of its proceedings and its opinions.

- (I) The Commission shall have the power to investigate, request, and gather evidence necessary to determine if a violation has occurred. The Commission must request access to employees through the City Manager prior to interviewing an employee as a possible witness in a complaint. The Commission shall have the power to enforce the provisions of this Ordinance, including recommending to the City Council the prosecution of alleged violators. Nothing in this Article shall be construed, however, to prevent complainants, including the City, from instituting direct legal action on their own behalf through the appropriate judicial authority.
- (J) The Commission shall receive from the City such administrative support as reasonably necessary to carry out the duties of the Commission and shall assist the Commission with maintenance of its records in compliance with the City's records retention schedule.

Section 2-514. Complaint Process

(a) Filing

- (1) Any City Official, City Employee, or Qualified Voter of the City who believes that there has been a violation of this Ordinance may file a sworn complaint. A complaint alleging a violation of this Ordinance must meet the requirements herein and must be filed with the City Secretary. A complaint alleging a violation of this Article by the City Attorney must also be filed with the persons named in Section 2-515(f). A complaint must be filed within six (6) months from the date of the alleged violation. Please refer to Section 2-515 City Attorney (c).
- (2) Required Contents of a Complaint. An ethics complaint must be in writing and under oath and must set forth in simple, concise, and direct statements the following:
 - (A) The name of the complainant;
 - (B) The street or mailing address and the telephone number of the complainant;
 - (C) The name of the person who allegedly committed the violation;
 - (D) The position or title of the person who allegedly committed the violation;
 - (E) The nature of the alleged violation, including, if possible, the specific rule or provision of this Article alleged to have been violated;
 - (F) A statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and must contain the following:

- (i) Documents or other material available to the complainant relevant to the allegation;
 - (ii) A list of all documents or other material relevant to the allegation and available to the complainant, but that are not in the possession of the complainant, including the location of the documents; if known, and
 - (iii) A list of all documents or other material relevant to the allegation, but unavailable to the complainant, including the location of the documents, if known.
- (G) If the complaint is based on information and belief, the complaint shall state the source and basis of the information and belief.
- (3) The complaint must be accompanied by an affidavit stating that the information contained in the complaint is either true and correct or that the complainant has good reason to believe and does believe that the facts alleged constitute a violation of this Ordinance.
 - (4) Upon request, the City Secretary shall provide information to persons about the requirements of a complaint and the process for filing a complaint.
- (b) Confidentiality and Ex Parte Communications
- (1) No City Official or City Employee may reveal information relating to the filing or processing of a complaint except as required for the performance of official duties.
 - (2) All documents relating to a pending complaint are confidential, unless they are required to be disclosed under the Texas Public Information Act (Tex. Gov. Code Ch. 552).
 - (3) After a complaint has been filed, and during the consideration of a complaint by the Commission, a member of the Commission may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the Commission. This provision does not prevent a member of the Commission from consulting with the City Attorney, or its independent legal counsel selected by the City Council regarding procedural and legal issues.
 - (4) City Council approval shall be required for legal fees, cost, and related expenses of \$5,000 or more.
- (c) Notification
- (1) A copy of a complaint shall be promptly forwarded by the City Secretary to the City Attorney and to the person charged in the complaint.

- (2) The person alleged in the complaint to have violated this Article shall be provided with a copy of this Code of Ethics and informed that:
 - (A) Within fourteen (14) days of receipt of the complaint, a sworn response must be filed with the City Secretary;
 - (B) Failure to file a response does not preclude the City Attorney from processing the complaint.
- (3) City Officials and City Employees have a duty to cooperate with the City Attorney, pursuant to this Section. All requests for access to City Employees throughout the course of an investigation shall be submitted to the City Manager.
- (4) All members of the Commission shall receive copies of the complaint, any background documentation, and any responses at least seven (7) days before a hearing on the matter.

Section 2-515. Role of the City Attorney

- (a) The City Attorney serves as legal counsel to the Ethics Review Commission. When complaints are filed against members of the City Council, the City Manager, or the City Attorney, independent legal counsel may be utilized to advise the Commission and take part in its proceedings, subject to approval of the fee arrangement by the City Council.
- (b) The City Attorney serves as Ethics Advisor to City Officials and City Employees. As Ethics Advisor, the City Attorney is available to respond confidentially to inquiries relating to the Ethics Ordinance (this Article) and may render advisory opinions on potential conflicts of interest or violation of this section at the request of a City Official or City Employee. The advisory opinion in any subsequent charges concerning the matter may be used as a defense to an alleged violation of this section unless material facts were omitted or misstated by the person requesting the opinion.
- (c) The City Attorney shall receive all sworn complaints and provide a copy and a preliminary review of the complaint to the Commission for action. The City Attorney shall, within fifteen (15) days of receiving the complaint and the response of the accused person, if any, provide a written report to the Commission. The report shall state whether, in the City Attorney's opinion, the written complaint: (1) was filed timely; (2) alleges misconduct by a person whose conduct is regulated under this Code; (3) alleges the occurrence of conduct that might reasonably constitute a violation of this Article; and (4) is signed and sworn to by the person filing the complaint.
- (d) The City Attorney shall also advise the Commission whether the City Attorney has issued a written opinion or opinions to the accused person that relate to the conduct at issue and whether, in the City Attorney's opinion, the conduct was undertaken in good faith reliance on a written opinion that concluded the conduct was not in violation of this Article. Where the

City Attorney concludes that the conduct was undertaken in good faith reliance on a written opinion, the City Attorney shall recommend that the Commission dismiss the complaint following the preliminary hearing.

- (e) The City Attorney's recommendation that the Commission conduct further proceedings does not mean that any of the allegations of the complaint are true or false or that any City Official or City Employee has violated or not violated this Article.
- (f) If a complainant alleges a violation by the City Attorney, the complaint must be filed with the Chairperson of the Commission, with a copy to the Mayor and the City Manager.

Section 2-516. Hearing Process

(a) Preliminary Hearing

(1) When the City Attorney, or independent legal counsel selected by the Commission as set out in Sec. 2-515(a) above, has rendered an opinion that a complaint is defective as to form or insufficient because it does not allege the existence of reasonable grounds to believe that a violation of this Ordinance has occurred, the Commission, as soon as reasonably possible, but in no event later than sixty (60) days after receiving a complaint, shall conduct a Preliminary Hearing. The purpose of the Preliminary Hearing is to determine whether there are reasonable grounds to believe that a violation of this Ordinance has occurred.

(2) The complainant and the City Official ~~or City Employee~~ named in the complaint have the right of representation by legal counsel.

(A) The complainant shall pay for complainant's legal fees, cost, and related expenses. If the City Official ~~or Employee~~ is finally found to be in violation of this Ordinance, the City shall reimburse the complainant for his or her reasonable legal fees, costs and related expenses and the City Official ~~or Employee~~ shall reimburse the City for the amount paid to complainant for complainant's legal fees, costs and related expenses.

(B) The City shall pay for legal fees, cost, and related expenses for representation of the City Official ~~or Employee~~.

(3) Statements at a Preliminary Hearing shall be under oath, but there shall be no cross examination or requests for persons or evidence issued for the hearing.

(4) The person filing a complaint shall state the alleged violation and describe in narrative form the testimony and other evidence which are presented to prove the alleged violation as stated in the written complaint.

- (5) The City Official ~~or City Employee~~ named in the complaint shall have the opportunity to respond but is not required to attend or make any statement. The City Official ~~or City Employee~~ may describe in narrative form the testimony and other evidence presented to disprove the alleged violation. If the City Official ~~or City Employee~~ agrees that a violation has occurred, the Commission may consider the appropriate sanction.
- (6) Only members of the Commission may question the complainant, the independent counsel for the Commission, or the City Official ~~or City Employee~~ named in the complaint.
- (7) At the conclusion of the Preliminary Hearing one of the following actions shall be taken:
 - (A) If the Commission does not determine that there are reasonable grounds to believe that a violation of this Article has occurred, the complaint shall be dismissed.
 - (B) If the Commission determines that there are reasonable grounds to believe that a violation of this Article has occurred, it shall schedule a final hearing.
 - (C) If the City Official ~~or City Employee~~ has agreed that a violation has occurred, the Commission may proceed to determine the appropriate sanction without the necessity of a final hearing and state its findings pursuant to Subsection (b)(4) below.

(b) Final Hearing

- (1) Except as provided by Subsection 2-516(a)(7)(C) above, a final hearing shall be held as expeditiously as possible following the determination by the Commission that there are reasonable grounds to believe that a violation of this Article has occurred, but in no event shall it be held more than thirty (30) days after said determination. The Commission may grant two postponements, not to exceed fifteen (15) days each, upon the request of the City Official ~~or City Employee~~ named in the complaint.
- (2) If a complaint proceeds to a final hearing, the Commission may request witnesses to attend and testify, administer oaths and affirmations, take evidence and request the production of books, papers, records, or other evidence needed for the performance of the Commission's duties or exercise of its powers, including its powers of investigation.
- (3) The complainant and the City Official ~~or City Employee~~ named in the complaint have the right of representation by legal counsel.
- (4) The issue at a final hearing is whether a violation of this Article has occurred. The Commission shall make its determination based on the evidence in the record. All witnesses shall make their statements under oath. If the Commission determines that a violation has occurred, it shall state its findings in writing, identify the particular

provision(s) of this Article which have been violated, and within five (5) working days deliver a copy of the findings to the complainant, the person accused in the complaint, and the City Secretary. The City Secretary shall deliver a copy of the findings to the Council, the City Manager and the City Attorney.

Section 2-517. Sanctions for Violations

- (a) If the Commission determines that a violation of this Article has occurred, it shall consider appropriate sanctions. The Commission may receive additional testimony or statements before considering sanctions, but is not required to do so.
- (b) If the Commission determines that a violation has occurred, it may impose the following sanctions.
 - (1) A letter of notification is an appropriate sanction when the violation is clearly unintentional, or when the conduct of the person complained against was done in reliance upon an opinion of the City Attorney. The letter of notification shall advise the City Official ~~or City Employee~~ of any steps to be taken to avoid future violations.
 - (2) A letter of admonition is the appropriate sanction when the Commission finds the violation is minor and/or may have been unintentional, but calls for a more substantial response than a letter of notification.
 - (3) A letter of reprimand is the appropriate sanction when the Commission finds a serious violation has been committed intentionally or knowingly or through disregard of this Ordinance. A written reprimand directed to a City ~~Employee-Official that also serves as~~ an employee shall be included in the employee's personnel file.
 - (4) A letter of censure is the appropriate sanction when the Commission finds that a serious violation has occurred and/or more than one serious violation or repeated serious violations of this Article have been committed by a City Official.
- (c) Copies of all sanction letters issued by the Commission under this section shall be sent to the City Council.
- (d) In addition, if the violation is found by the Commission to be done willfully and the seriousness of the violation warrants, the Commission may recommend to the City Council the suspension or removal from office of any official serving in a City-appointed position.
- (e) Except with regard to violations of Chapters 171 and 176 of the Texas Local Government Code, violations of the Penal Code, or violations of the Government Code, a violation by any City Official or City Employee as designated herein of one or more of the provisions of this Article shall not be deemed to be a Class C misdemeanor under the laws of the State of Texas.

Section 2-518. Distribution and Proof of Compliance

The City Secretary shall ~~make available to~~ provide each new City Official designated in this Article, a copy of the text of this Ordinance; Chapter 171 and Chapter 176 of the Texas Local Government Code pertaining to conflicts of interest; the Texas Open Meetings Act (Tex.Gov. Code Ch. 551); the Texas Public Information Act (Tex. Gov. Code Ch. 552) Chapter 573 of the Texas Government Code; Texas Penal Code Sections 36.02, 37.10, 39.02, 39.03 and 39.06 (collectively referred to in this section as the “Ethics Statutes”) with a signature receipt of all said documents.

EXHIBIT “1”

Consanguinity and Affinity

Affinity Kinship (Marriage) Relationships

1 st Degree	2 nd Degree
Father-in-Law	Spouse’s Grandfather
Mother-in-Law	Spouse’s Grandmother
Son-in-Law	Spouse’s Brother (Brother-in-Law)
Daughter-in-Law	Spouse’s Sister (Sister-in-Law)
Spouse	Spouse’s Grandson
	Spouse’s Granddaughter
	Brother’s Spouse (Sister-in-Law)
	Sister’s Spouse (Brother-in-Law)

Consanguinity (Blood) Relationships

1 st Degree	2 nd Degree	3 rd Degree
Father	Grandfather	Great-Grandfather
Mother	Grandmother	Great-Grandmother
Son	Brother	Nephew
Daughter	Sister	Niece
	Grandson	Great-Grandson
	Granddaughter	Great-Granddaughter
		Uncle
		Aunt

ORDINANCE NO. 12-11-

AN ORDINANCE OF THE CITY OF MURPHY, TEXAS, AMENDING CHAPTER 2 OF THE CITY OF MURPHY’S CODE OF ORDINANCES, AMENDING ARTICLE IX CODE OF ETHICS FOR CITY OFFICIALS AND EMPLOYEES, INCLUDING REGULATIONS RELATED TO STANDARDS OF CONDUCT; GIFTS AND HONORARIUMS; CONFLICTS OF INTEREST; CONFLICT DISCLOSURE STATEMENTS; INTEREST IN PROPERTY ACQUIRED WITH PUBLIC FUNDS; NEPOTISM; BRIBERY; CITY RECORDS; MISUSE OF OFFICIAL INFORMATION; ABUSE OF OFFICIAL CAPACITY; AND OFFICIAL OPPRESSION; CREATING AN ETHICS REVIEW COMMISSION; PROVIDING A COMPLAINT PROCESS FOR VIOLATIONS OF THE CODE OF ETHICS; PRESCRIBING THE ROLE OF THE CITY ATTORNEY IN THE COMPLAINT PROCESS; PROVIDING A HEARING PROCESS; PROVIDING SANCTIONS FOR VIOLATIONS OF THE CODE OF ETHICS; AND PROVIDING FOR DISTRIBUTION AND PROOF OF COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE, PROPER NOTICE AND MEETING; SEVERABILITY CLAUSE AND REPEALER CLAUSE.

WHEREAS, statutory provisions governing the ethical conduct of public officials and employees are found in various codes including the Texas Local Government Code, the Texas Government Code and the Texas Penal Code; and

WHEREAS, the City Council finds it desirable and necessary to adopt a comprehensive ethics ordinance that sets out the statutory parameters relating to the conduct of public officials and employees in one easily accessible location; and

WHEREAS, the City Council believes that a position in government is a position of public trust that demands a high standard of behavior, and

WHEREAS, each employee and official of the City of Murphy should uphold the Constitution, laws and regulations of the United States and the State of Texas and the Charter and ordinances of the City of Murphy; and

WHEREAS, the City of Murphy seeks to promote personal integrity, honesty and ethical conduct in all activities undertaken by City Officials and employees through the adoption of this Ordinance; and

WHEREAS, the City of Murphy seeks to inspire public confidence and trust in City of Murphy officials and employees through the adoption of this “Code of Ethics”;

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 CODE OF ETHICS

Chapter 2, Administration, of the Code of Ordinances of the City of Murphy is hereby amended by amending Article IX, Code of Ethics:

Article IX, Code of Ethics 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 552 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 governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances 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 27th
day of November, 2012.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney
City of Murphy

EXHIBIT “A”

**ARTICLE IX
CODE OF ETHICS**

Section 2-501. Definitions.

The terms used in this Article shall have the following meanings:

Business Entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

Candidate. This term has the meaning assigned by section 251.001, Election Code.

City Council means the mayor and six (6) council members elected to serve as the governing body of the City.

City Employee means any person employed by the City, including those individuals that are employed on a part-time or temporary basis and employees of any corporation created by the City, but such term shall not be extended to apply to any independent contractor.

City Attorney means the City Attorney appointed by the City Council pursuant to the City Charter.

City Engineer means the City Engineer appointed by the City Manager.

City Manager means the City Manager appointed by the City Council pursuant to the City Charter.

City Official means every member of the City Council, the City Manager, City Secretary, the City Attorney, the City Engineer and all members of any board, commission, or committee appointed by the City Council, including, the board members of the Murphy Municipal Development District (MDD), the Murphy Economic Development Corporation (4A) (“MEDC”) and the 4B Murphy Community Development Corporation (“MCDC”), and the executive directors of the MEDC and the MCDC.

Confidential Information means any information that a City Official would be privy to because of the official’s position but otherwise is not available to the public under the provisions of the Texas Public Information Act (Tex. Gov’t Code Ch. 552).

Conflict Disclosure Statement means the disclosure statement form adopted by the Texas Ethics Commission required by Chapter 176 of the Local Government Code.

Conflict of Interest Questionnaire means the conflicts of interest form adopted by the Texas Ethics Commission required by Chapter 176 of the Local Government Code.

Economic Benefit means any taxable income or any money, real or personal property, contract rights, sale, lease, option, credit, loan, discount, service, or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.

Economic Interest means a legal or equitable interest in real or personal property or a fiduciary obligation to such property or contractual right in such property that is more than Two Thousand Five Hundred Dollars (\$2500.00). Service by a City Official or City Employee as an officer, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create an Economic Interest in the property of that organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an Economic Interest in the securities or other assets unless the City Official or City Employee participates in the management of the fund. A City Official or City Employee does not have an Economic Interest in a matter if the economic impact on the City Official or City Employee is indistinguishable from the impact on the public or on the particular group affected by the matter.

Family Member means a person related to a City Official in the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Government Code, except that the term does not include a person who is considered to be related to a City Official by affinity only as described by Section 573.024(b) of the Government Code. This definition would include children, spouses, parents, step-children and parents-in-law or children-in-law, except that relationships by affinity would end upon divorce.

Gift means a favor, hospitality, or economic benefit other than compensation but which does not include campaign contributions reported as required by state law, gifts received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an *inter vivos* or testamentary trust.

Permissible Gift means a thing of nominal value given (not to exceed \$100.00 in value), and not given to request a specific favor, special treatment, or influence a City Official or City Employee. Marketing advertisement items of nominal value, or certificates or plaques having no intrinsic value, are considered permissible gifts or gratuities. The purchase of meals of nominal value, provided there is a rotation of purchasing, is considered a permissible gift. The provision of training/education programs of a general nature is considered a permissible gift or gratuity. Items that exceed \$100.00 in value, if divided (e.g. holiday food or sporting event tickets distributed by lot) or donated for a City-sponsored function, are considered permissible gifts and/or gratuities.

Qualified Voter means a person who meets the qualifications of Section 11.002 of the Texas Election Code to vote in City elections.

Second Degree by Affinity is defined by Subchapter B., Chapter 573 of the Government Code and examples of such relationship are set out in the Chart attached hereto as Exhibit "1."

Substantial Interest means the interest that a City Official and/or a Family Member has in a business or business entity or in real property as described below:

- (a) The City Official and/or a Family Member owns ten percent (10%) or more of the voting stock or shares of the business entity; or
- (b) The City Official and/or a Family Member owns ten percent (10%) or more or \$15,000.00 or more of the fair market value of the business entity; or
- (c) Funds received by the City Official and/or a Family Member from the business entity exceed ten percent (10%) of the person's gross income for the previous year;
- (d) The City Official and/or Family Member has a Substantial Interest in real property if the interest is an equitable or legal interest with a fair market value of \$2,500 or more.

Third Degree by Consanguinity is defined by Subchapter B., Chapter 573 of the Government Code and examples of such relationship are set out in the Chart attached hereto as Exhibit "1."

Section 2-502. Standards of Conduct

(a) General Provisions

- (1) No City Official or City Employee may disclose any Confidential Information gained through the City Official's or City Employee's office or position concerning property, operations, policies, or affairs of the City, or use such Confidential Information to advance any Economic Interest of the City Official or City Employee, confer any Economic Benefit to the City Official or City Employee, or their Family Member. This Subsection shall not preclude disclosure of such Confidential Information in connection with any investigation or proceeding regarding whether there has been a violation of this Code of Ethics to any investigatory, administrative or judicial authority.
- (2) No City Official or City Employee may use his or her office or position or City owned facilities, equipment, supplies, or resources of the City to advance any Economic Interest of the City Official or City Employee, confer any Economic Benefit to the City Official or City Employee, for a political campaign of the City Official or City Employee, or for any of the City Official's or City Employee's Family Members. Notwithstanding the foregoing, City owned facilities, equipment, supplies or resources may be used by City Officials or City Employees to the extent such uses are customary, incidental or lawfully available to the public.
- (3) No City Official shall knowingly represent, directly or indirectly, any person, group or business entity:
 - (A) Before the City Council or the board, commission or committee of which he or she is a member;

- (B) Before a board or commission which has appellate jurisdiction over the board, commission or committee of which he or she is a member;
 - (C) In any action or proceeding against the interests of the City or in any litigation in which the City or any department, agency, board, commission or committee is a party; or
 - (C) In any action or proceeding in the municipal court(s) of the City which was instituted by a City Official or City Employee in the course of his or her official duties, or a criminal proceeding in which any City Official or City Employee is a material witness for the prosecution.
- (4) The restrictions contained in Subsection (3) do not prohibit the following:
- (A) A City Official, or his or her spouse, appearing before the City Council or a City board, commission or committee to represent himself or herself in a matter affecting his or her property; provided, however, that no such person, or his or her spouse, shall personally appear before the City Council, board, commission or committee of which he or she is a member and must submit their case through an authorized representative;
 - (B) A City Official or City Employee appearing before the City Council or a City board, commission or committee to address employment matters;
- (5) No City Official may act as surety for any person or business entity that has work, business, or a contract with the City, or act as a surety on any bond required by the City for a City Official.
- (6) No City Official or City employee shall default or refuse to answer any questions pertinent to the proceedings before the City Council, or fail or refuse to obey any subpoena, or to produce any books, papers or other material issued by the City Council pursuant to Sec. 3.17 of the City Charter.
- (7) No City Official or City Employee shall deny, abridge or compromise equality of rights under state and federal law with respect to appointment to or removal of any appointed position with the City as prohibited by Sec. 14.02 of the City Charter.
- (8) No City Official or City Employee who seeks appointment or promotion with respect to any City appointed position shall, directly or indirectly, give, render or pay any money, service or other valuable thing to any person for, or in connection with, his or her test, appointment or promotion with respect to any City position as prohibited by Sec. 14.03 of the City Charter.

- (9) No City Official or City Employee shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification, appointment or promotion with respect to any City position, or attempt to commit any fraud preventing the impartial execution of the personnel provisions, rules and regulations of the City Charter as prohibited by Sec. 14.04 of the City Charter.
- (10) No City Official, who holds any compensated, non-elective City position, or City Employee shall use their official title or position with the City to solicit any contribution or endorse the candidacy of any Candidate for public office in the City as prohibited by Sec. 14.05 of the City Charter. Any such person shall have the right to exercise his/her legal rights to participate in the election process when he/she is not on duty, in a City building, City provided uniform or attire, or using a City vehicle or equipment.
- (11) Members of the City Council shall not in any way dictate the appointment, removal or discipline of the City Officials or City Employees appointed by the City Manager or any of the City Manager's subordinates as prohibited by Sec. 3.08(2) of the Charter. Notwithstanding the foregoing, the City Council, at a meeting called for that purpose, may express its views and fully and freely discuss with the City Manager anything pertaining to the appointment and removal of such City Officials and City Employees.
- (12) Except for the purpose of inquiries and investigations provided by the Charter, the City Council shall interact with City Officials and City Employees who are subject to the direction and supervision of the City Manager in accordance with the Governance Policy adopted by the City Council. The City shall not give orders to any such City Official or City Employee, either publicly or privately, except as otherwise provided in the Charter.

SECTION 2-503. Gifts and Honorariums

(a) Prohibition:

- (1) No City Official or City Employee may solicit or accept any Gift, favor or privilege, that is offered or given with the intention of influencing the judgment or discretion of the City Official or City Employee; or given in consideration of the favorable exercise of the City Official's or City Employee's judgment or discretion in the past.
- (2) A City Employee performing regulatory functions or conducting inspections or investigations shall not solicit, accept, or agree to accept any benefit from a person the City Employee knows to be subject to regulation, inspection, or investigation by the City Employee or the City.

- (3) A City Employee having custody of prisoners shall not solicit, accept, or agree to accept any benefit from a person the City Employees knows to be in his custody or the custody of the City.
- (4) A City Employee or a City Official who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of the City shall not solicit, accept, or agree to accept any benefit from a person the City Employee or City official knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (5) A City Employee or City Official who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision shall not solicit, accept, or agree to accept any Economic Benefit from a person the City Employee or City Official knows is interested in or likely to become interested in any matter before the City Employee or City Official or tribunal.
- (6) A City Official is prohibited from soliciting, accepting, or agreeing to accept an honorarium in consideration for services that the City Official would not have been requested to provide but for the City Official's official position or duties.

(b) Donation of Unsolicited Gift

A City Employee or City Official who receives an unsolicited Gift that the City Employee or City Official is prohibited from accepting under this section may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax-exempt charitable organization formed for educational, religious, or scientific purposes.

(c) Exceptions

The prohibitions set out in this section do not apply to:

- (1) a fee prescribed by law to be received by a City Employee or City Official or any other benefit to which the City Employee or City Official is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a City Employee or City Official;
- (2) a Gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient; or
- (3) a benefit to a City Employee or City Official required to file a statement under Chapter 572, Government Code, or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:

- (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
- (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or the City;
- (4) a political contribution as defined by Title 15, Election Code;
- (5) a Permissible Gift as defined in this Ordinance, excluding cash or a negotiable instrument as described by Section 3.104, Business & Commerce Code;
- (6) an item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity;
- (7) food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donor in accordance with that law;
- (8) any Gift or benefit otherwise excepted under section 36.10, Penal Code; or
- (9) This section does not prohibit a City Official from accepting (1) transportation expenses, (2) lodging expenses or (3) meals in connection with a conference or similar event in which the City Official renders services, such as addressing an audience or engaging in a seminar to the extent that those services are more than merely perfunctory.

SECTION 2-504. Conflict of Interest; Recusal.

- (a) Conflict of Interest. No City Official may vote on or participate in any decision-making process on a matter concerning property or a business entity if the official has a Substantial Interest in the real property or business entity.
- (b) Recusal.
 - (1) A City Official shall disclose the existence of any Substantial Interest in any business entity or real property involved in any decision pending before such City Official, or the body of which he or she is a member. To comply with this Subsection, a City Official shall, prior to any discussion or determination of the matter, either file an affidavit of disclosure as required by Local Government Code § 171.004 or, if not so required, shall publicly disclose in the official records of the City to the City Secretary the nature of the interest. To further comply with this Subsection, a City Official shall notify the City Manager, or if the City Official is the City Manager, shall notify the City Secretary, in writing of the nature of any Substantial Interest he or she may have in a Business Entity or real property which would be affected by an exercise of

discretionary authority by the City Official and the City Manager or City Secretary shall assign the matter to another employee. In disclosing a Substantial Interest in a Business Entity, a City Official shall not be required to disclose the dollar amount of any income that he or she receives from the Business Entity.

- (2) The City Council shall take a separate vote on any budget item specifically dedicated to a contract with a Business Entity in which a member of the Council has a Substantial Interest. The member of the City Council that has the Substantial Interest may not participate in the separate vote.
- (3) In addition to complying with the requirements of Chapter 171 of the Local Government Code, to avoid the appearance and risk of impropriety, a City Official should abstain from participation in, discussion of, and any vote on a matter involving a person or Business Entity that the official knows is likely to affect the Economic Interest of, or confer an Economic Benefit on:
 - (i) The City Official's parent, child, step-child, spouse, or other family member within the second degree of consanguinity or affinity as defined by Chapter 573 of the Government Code, or a client of the City Official;
 - (ii) An employer of the City Official, the City Official's parent, child, step-child, or spouse;
 - (iii) A Business Entity for which the City Official serves as an officer or director or serves in any policy-making position;
 - (iv) A person or Business Entity from whom, within the past twelve months, the City Official or the official's spouse, directly or indirectly, received an Economic Benefit; or
 - (v) A person or Business Entity from whom, within the past twelve months, the City Official or the official's spouse, directly or indirectly, engaged in negotiations pertaining to business opportunities.

SECTION 2-505. Conflict Disclosure Statements.

- (a) A City Official shall file a sworn Conflicts Disclosure Statement with the City Secretary whenever a City Official or a Family Member (i) is receiving taxable income from an employment or other business relationship with a person or Business Entity who has contracted with the City for the sale or purchase of real property, goods or services or that is considering contracting with the City for the sale or purchase of real property, goods or services that exceeds \$2,500.00 (not including investment income) during the twelve (12) month period preceding the date that the City Official became aware of the contract, or (ii) has received Gifts with a value of more than \$250.00 during the twelve (12) month period

preceding the date that the City Official became aware of the contract from a person or Business Entity that contracts with the City for the sale or purchase of real property, goods or services or that the City is considering doing business with such person or Business Entity. The City Official shall file the Conflicts Disclosure Statement with the City Secretary no later than 5:00 p.m. on the seventh business day after the date the City Official becomes aware of the facts that require the filing of the Statement.

- (b) A City Official commits an offense if the City Official knowingly fails to file the Conflicts Disclosure Statement. An offense under the above Subsection is a Class C misdemeanor.
- (c) The City Secretary shall accept and file any and all City Official Conflict Disclosure Statements and any Vendor Conflict of Interest Questionnaires.
- (d) The City Secretary shall maintain a list of City Officials and shall make that list available to the public and any person who may be required to file a Conflicts of Interest Questionnaire. The City Secretary shall maintain copies of the Conflict Disclosure Statements and Conflict Questionnaires on the City's internet website.
- (e) City Officials shall abstain from participation in, discussion of, and any vote on a matter involving a person or Business Entity, if, within the 12 months preceding the date of the vote, the City Official has filed, or should have filed, a Conflicts Disclosure Statement under Chapter 176 of the Local Government Code.

SECTION 2-506. Interest in Property Acquired with Public Funds

(a) Disclosure of Interest in Property

A City Official who has a legal or equitable interest in real property that is to be acquired with public funds shall file an affidavit within 10 days before the date on which the property is to be acquired by purchase or condemnation.

(b) Affidavit

The affidavit must:

- (1) State the name of the City Official;
- (2) State the City Official's office, public title, or job designation;
- (3) Fully describe the property;
- (4) Fully describe the nature, type, and amount of interest in the property, including the percentage of ownership interest;
- (5) State the date when the person acquired an interest in the property;
- (6) Include a verification as follows: "I swear that the information in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code"; and

- (7) Contain an acknowledgement of the same type required for recording a deed in the deed records of the county.

The affidavit must be filed with the county clerk of the county in which the City Official resides and the county clerk of each county in which the property is located.

SECTION 2-507. Nepotism

(a) Prohibition:

- (1) A City Official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a position that is to be directly or indirectly compensated from City funds or fees of office if:

- (A) the individual is related to the City Official within the Third Degree by Consanguinity or the Second Degree by Affinity; or

- (B) the City Official holds the appointment or confirmation authority as a member of a state or local Council, the legislature, or a court and the individual is related to another member of that Council, legislature, or court within the Third Degree by Consanguinity or the Second Degree by Affinity.

- (2) A City Official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a position in which the individual's services are under the City Official's direction or control and that is to be compensated directly or indirectly from City funds or fees of office if:

- (A) The individual is related to another City Official within the Third Degree by Consanguinity or the Second Degree by Affinity; and

- (B) the appointment, confirmation of the appointment, or vote for appointment or confirmation of the appointment would be carried out in whole or partial consideration for the other City Official appointing, confirming the appointment, or voting for the appointment or confirmation of the appointment of an individual who is related to the first City Official within the Third Degree by Consanguinity or the Second Degree by Affinity.

(b) Exceptions

- (1) The prohibitions in Section 2-507 do not apply to:

- (A) an appointment to the office of a notary public or to the confirmation of that appointment;

(B) an appointment or employment of a personal attendant by a City Official for attendance on the City Official who, because of physical infirmities, is required to have a personal attendant; or

(C) any other appointment excepted under Chapter 573, Government Code.

(2) The prohibition in Section 2-507 does not apply to an appointment, confirmation of an appointment, or vote for an appointment or confirmation of an appointment of an individual to a position if:

(A) the individual is employed in the position immediately before the election or appointment of the City Official to whom the individual is related in a prohibited degree; and

(B) that prior employment of the individual has been continuous for at least six (6) months.

(3) If, under Subsection (b)(2), an individual continues in a position, the City Official to whom the individual is related in a prohibited degree may not participate in any deliberation or vote on the appointment, reappointment, confirmation of the appointment or reappointment, employment, reemployment, change in status, compensation, or dismissal of the individual if that action applies only to the individual and is not taken regarding a bona fide class or category of employees.

SECTION 2-508. Bribery.

(a) Prohibition:

A City Official or City Employee shall not:

(1) intentionally or knowingly offer, confer, or agree to confer on another person, or solicit, accept or agree to accept from another person:

(A) any benefit or consideration for the City Official's or City Employee's decision, vote, recommendation, or other exercise of official discretion as a City Official or City Employee;

(B) any benefit as consideration for the City Official's or City Employee's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding;

(C) any benefit as consideration for a violation of a duty imposed by law on a City Official or City Employee; or

- (D) any benefit that is a political contribution as defined by Title 15, Election Code, or that is an expenditure made and reported in accordance with Chapter 305, Government Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual interference in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this Subsection.

(b) No Defense

- (1) It is no defense to prosecution under this Section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office or he lacked jurisdiction or for any other reason.
- (2) It is no defense to prosecution under this Section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
 - (A) the decision, opinion, recommendation, vote, or other exercise of discretion has occurred; or
 - (B) the City Official or City Employee ceases to be a public servant.

(c) Exceptions

- (1) It is an exception to the application of Subsections (a)(1)(A), (B) and (C) that the benefit is a political contribution as defined by Title 15, Election Code, or an expenditure made and reported in accordance with Chapter 305, Government Code.

SECTION 2-509. City Records

(a) Prohibition:

A City Official or City Employee shall not:

- (1) knowingly make a false entry in, or false alteration of, a City record;
- (2) make, present, or use any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine City record;
- (3) intentionally destroy, conceal, remove, or otherwise impair the verity, legibility, or availability of a City record;
- (4) possess, sell, or offer to sell a City record or a blank City record form with intent that it be used unlawfully;

- (5) make, present, or use a City record with knowledge of its falsity; or
- (6) possess, sell, or offer to sell a City record or a blank City record form with knowledge that it was obtained unlawfully.

(b) Exception

It is an exception to the application of Subsection (a)(3) of this Section that the governmental record is destroyed pursuant to legal authorization or transferred under Section 441.204, Government Code. With regard to the destruction of a local government record, legal authorization includes compliance with the provisions of Subtitle C, Title 6, Local Government Code.

Section 2-510. Misuse of Official Information

(a) Prohibition

- (1) A City Employee or City Official shall not misuse information to which he or she has access by virtue of his or her office or employment and that has not been made public, and shall not:
 - (A) acquire, attempt to acquire or aid another to acquire or attempt to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;
 - (B) speculate or aid another to speculate on the basis of the information; or
 - (C) as a City Official or City Employee coerce another into suppressing or failing to report that information to a law enforcement agency.
- (2) A City Employee or City Official shall not with intent to obtain a benefit or with intent to harm or defraud another, disclose or use information for a nongovernmental purpose that:
 - (A) the City Official or City Employee has access to by means of his office or employment; and
 - (B) has not been made public.

In this section, “information that has not been made public” means any information to which the public does not generally have access, and/or that is prohibited from disclosure under Chapter 552, Government Code.

SECTION 2-511. Abuse of Official Capacity

(a) Prohibition:

(1) A City Official or City Employee commits an offense if, with intent to obtain a benefit or with intent to harm or defraud another, he intentionally or knowingly:

(A) violates a law relating to the City Official's or City Employee's office or employment; or

(B) misuses City property, services, personnel, or any other thing of value belonging to the City that has come into the City Official's or City Employee's custody or possession by virtue of the City Official's or City Employee's office or employment.

(b) Exceptions:

(1) A discount or award given for travel, such as frequent flyer miles, rental car or hotel discounts, or food coupons, are not things of value belonging to the City for purposes of this Section due to the administrative difficulty and cost involved in recapturing the discount or award for the City.

SECTION 2-512. Official Oppression

(a) Prohibition:

(1) A City Official or City Employee acting under color of his office or employment commits an offense if he:

(A) intentionally subjects another person to mistreatment or to arrest, detention, search, seizure, dispossession, assessment, or lien that he knows is unlawful;

(B) intentionally denies or impedes another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful; or

(C) intentionally subjects another to sexual harassment.

(b) For purposes of this Section, a City Official or City Employee acts under color of his office or employment if he acts or purports to act in an official capacity or takes advantage of such actual or purported activity.

(c) In this Section, "sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, submission to which is made a term or condition of a person's exercise or enjoyment of any right, privilege, power or immunity, either explicitly or implicitly.

Section 2-513. Ethics Review Commission

(a) There is hereby created an Ethics Review Commission (the "Commission") is an advisory commission having jurisdiction over ethics complaints as described in this Article involving

City Officials. All ethics complaints against a City Employee that is not a charter designated City Official must be filed in the manner prescribed in Chapter 7 of the City of Murphy Personnel Policies and Procedures Manual, as may be amended from time to time.

(b) The Commission is to be composed of five (5) members each serving a two (2) year term. The City Council shall appoint each member (a “Commissioner”) to the Commission. If a vacancy occurs on the Commission, the City Council shall appoint a person to fill the unexpired term. Each Commissioner shall take an oath of office comparable to that taken by Council members. Commissioners shall serve without compensation, but shall be eligible to be reimbursed for actual expenses in accordance with the City’s reimbursement policy.

(1) Terms of Commissioners. Beginning January 1, 2013, the Commission shall be comprised of five (5) members each serving a single, two (2) year term. Thereafter, all members’ terms shall be two (2) years appointed in January of odd-numbered years. The Commission members shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Any Commissioner who misses three (3) consecutive meetings within a twelve (12) month time period or one-third (1/3) of all regular meetings shall be deemed to have automatically vacated his/her position on the Commission. Any Commissioner who applied for and received an excused absence from the Commission chairperson prior to the meetings(s) at issue shall not be considered absent for purposes of this Subsection. Any Commissioner who no longer resides within the corporate boundaries of the City is deemed to have automatically vacated his/her position on the Commission. A Commissioner appointed to serve on the Ethics Commission is not eligible to serve as an appointed official on another City board or commission, including, but not limited to, any development districts until the term has ended.

(2) Commission Officers; quorum. From among its members the Commission shall elect its officers, those being the Chairperson, Vice-Chairperson, and Secretary. Officers shall be elected for terms of one (1) year. The Chairperson shall preside over all meetings and may vote. If the Chairperson fails or refuses to act, the Vice-Chairperson shall perform the duties of the Chairperson. If the Chairperson and Vice-Chairperson are absent, any Commissioner may be appointed by the remaining members of the Commission to preside over the meeting. Three (3) or more Commissioners present at a meeting shall constitute a quorum, but no action of the Commission shall be of any force or effect unless it is adopted by the favorable votes of three (3) or more of its members.

(3) Meetings. The Commission shall have such meetings as may be necessary to fulfill its responsibilities. The Commission shall meet at least once a year. The date of the annual meeting shall be in September as set by the Commission. The Chairperson or any two (2) members of the Commission may call a meeting provided that reasonable notice is given to each Commissioner and written notice is posted in accordance with the

provisions of the Texas Open Meetings Act. The Commission shall comply with the provisions of the Texas Open Meetings Act when conducting any meetings and/or hearings under this Article.

(4) Qualifications.

- (A) Commissioners must be Qualified Voters who are residents of the City of Murphy.
- (B) No Commissioner may be a City Official, City Employee, Appointed Board or Commission member or Family Member of a City Official or City Employee.
- (C) Commissioners shall maintain objectivity and be free of conflicts of interest in discharging their duties. Commissioners shall be independent in fact and appearance when hearing matters brought before the Commission. When a Commissioner has any reason to believe that he or she cannot be impartial, intellectually honest and free of conflicts of interest in discharging any of the duties of the Commission, such Commissioner shall disclose the facts and circumstances which create the conflict and shall not vote or otherwise participate in consideration of the matter.
- (D) The Commission shall have the authority to review and investigate complaints filed in accordance with this Article and issue a written finding of the Commission's determination when appropriate.
- (E) Service on the Commission does not preclude a member from filing a complaint with the Commission. The Commission member filing the complaint must recuse himself/herself from the Commission procedure.
- (F) The Commission may make recommendations to the City Council regarding revisions and changes to this Ordinance.
- (G) The Commission may seek any necessary assistance or resources from the City Council and City Manager regarding support needed to carry out the Commission's duties.
- (H) The Commission shall determine its rules and procedures which shall be submitted in writing for approval of the Council. The Commission shall establish, amend and rescind its procedures and maintain proper records of its proceedings and its opinions.
- (I) The Commission shall have the power to investigate, request, and gather evidence necessary to determine if a violation has occurred. The Commission must request access to employees through the City Manager prior to interviewing an employee

as a possible witness in a complaint. The Commission shall have the power to enforce the provisions of this Ordinance, including recommending to the City Council the prosecution of alleged violators. Nothing in this Article shall be construed, however, to prevent complainants, including the City, from instituting direct legal action on their own behalf through the appropriate judicial authority.

- (J) The Commission shall receive from the City such administrative support as reasonably necessary to carry out the duties of the Commission and shall assist the Commission with maintenance of its records in compliance with the City's records retention schedule.

Section 2-514. Complaint Process

(a) Filing

- (1) Any City Official, City Employee, or Qualified Voter of the City who believes that there has been a violation of this Ordinance may file a sworn complaint. A complaint alleging a violation of this Ordinance must meet the requirements herein and must be filed with the City Secretary. A complaint alleging a violation of this Article by the City Attorney must also be filed with the persons named in Section 2-515(f). A complaint must be filed within six (6) months from the date of the alleged violation. Please refer to Section 2-515 City Attorney (c).
- (2) Required Contents of a Complaint. An ethics complaint must be in writing and under oath and must set forth in simple, concise, and direct statements the following:
 - (A) The name of the complainant;
 - (B) The street or mailing address and the telephone number of the complainant;
 - (C) The name of the person who allegedly committed the violation;
 - (D) The position or title of the person who allegedly committed the violation;
 - (E) The nature of the alleged violation, including, if possible, the specific rule or provision of this Article alleged to have been violated;
 - (F) A statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and must contain the following:
 - (i) Documents or other material available to the complainant relevant to the allegation;

- (ii) A list of all documents or other material relevant to the allegation and available to the complainant, but that are not in the possession of the complainant, including the location of the documents; if known, and
 - (iii) A list of all documents or other material relevant to the allegation, but unavailable to the complainant, including the location of the documents, if known.
- (G) If the complaint is based on information and belief, the complaint shall state the source and basis of the information and belief.
- (3) The complaint must be accompanied by an affidavit stating that the information contained in the complaint is either true and correct or that the complainant has good reason to believe and does believe that the facts alleged constitute a violation of this Ordinance.
 - (4) Upon request, the City Secretary shall provide information to persons about the requirements of a complaint and the process for filing a complaint.

(b) Confidentiality and Ex Parte Communications

- (1) No City Official or City Employee may reveal information relating to the filing or processing of a complaint except as required for the performance of official duties.
- (2) All documents relating to a pending complaint are confidential, unless they are required to be disclosed under the Texas Public Information Act (Tex. Gov. Code Ch. 552).
- (3) After a complaint has been filed, and during the consideration of a complaint by the Commission, a member of the Commission may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the Commission. This provision does not prevent a member of the Commission from consulting with the City Attorney, or its independent legal counsel selected by the City Council regarding procedural and legal issues.
- (4) City Council approval shall be required for legal fees, cost, and related expenses of \$5,000 or more.

(c) Notification

- (1) A copy of a complaint shall be promptly forwarded by the City Secretary to the City Attorney and to the person charged in the complaint.
- (2) The person alleged in the complaint to have violated this Article shall be provided with a copy of this Code of Ethics and informed that:

- (A) Within fourteen (14) days of receipt of the complaint, a sworn response must be filed with the City Secretary;
 - (B) Failure to file a response does not preclude the City Attorney from processing the complaint.
- (3) City Officials and City Employees have a duty to cooperate with the City Attorney, pursuant to this Section. All requests for access to City Employees throughout the course of an investigation shall be submitted to the City Manager.
- (4) All members of the Commission shall receive copies of the complaint, any background documentation, and any responses at least seven (7) days before a hearing on the matter.

Section 2-515. Role of the City Attorney

- (a) The City Attorney serves as legal counsel to the Ethics Review Commission. When complaints are filed against members of the City Council, the City Manager, or the City Attorney, independent legal counsel may be utilized to advise the Commission and take part in its proceedings, subject to approval of the fee arrangement by the City Council.
- (b) The City Attorney serves as Ethics Advisor to City Officials and City Employees. As Ethics Advisor, the City Attorney is available to respond confidentially to inquiries relating to the Ethics Ordinance (this Article) and may render advisory opinions on potential conflicts of interest or violation of this section at the request of a City Official or City Employee. The advisory opinion in any subsequent charges concerning the matter may be used as a defense to an alleged violation of this section unless material facts were omitted or misstated by the person requesting the opinion.
- (c) The City Attorney shall receive all sworn complaints and provide a copy and a preliminary review of the complaint to the Commission for action. The City Attorney shall, within fifteen (15) days of receiving the complaint and the response of the accused person, if any, provide a written report to the Commission. The report shall state whether, in the City Attorney's opinion, the written complaint: (1) was filed timely; (2) alleges misconduct by a person whose conduct is regulated under this Code; (3) alleges the occurrence of conduct that might reasonably constitute a violation of this Article; and (4) is signed and sworn to by the person filing the complaint.
- (d) The City Attorney shall also advise the Commission whether the City Attorney has issued a written opinion or opinions to the accused person that relate to the conduct at issue and whether, in the City Attorney's opinion, the conduct was undertaken in good faith reliance on a written opinion that concluded the conduct was not in violation of this Article. Where the City Attorney concludes that the conduct was undertaken in good faith reliance on a written

opinion, the City Attorney shall recommend that the Commission dismiss the complaint following the preliminary hearing.

- (e) The City Attorney's recommendation that the Commission conduct further proceedings does not mean that any of the allegations of the complaint are true or false or that any City Official or City Employee has violated or not violated this Article.
- (f) If a complainant alleges a violation by the City Attorney, the complaint must be filed with the Chairperson of the Commission, with a copy to the Mayor and the City Manager.

Section 2-516. Hearing Process

(a) Preliminary Hearing

- (1) When the City Attorney, or independent legal counsel selected by the Commission as set out in Sec. 2-515(a) above, has rendered an opinion that a complaint is defective as to form or insufficient because it does not allege the existence of reasonable grounds to believe that a violation of this Ordinance has occurred, the Commission, as soon as reasonably possible, but in no event later than sixty (60) days after receiving a complaint, shall conduct a Preliminary Hearing. The purpose of the Preliminary Hearing is to determine whether there are reasonable grounds to believe that a violation of this Ordinance has occurred.
- (2) The complainant and the City Official named in the complaint have the right of representation by legal counsel.
 - (A) The complainant shall pay for complainant's legal fees, cost, and related expenses. If the City Official is finally found to be in violation of this Ordinance, the City shall reimburse the complainant for his or her reasonable legal fees, costs and related expenses and the City Official shall reimburse the City for the amount paid to complainant for complainant's legal fees, costs and related expenses.
 - (B) The City shall pay for legal fees, cost, and related expenses for representation of the City Official.
- (3) Statements at a Preliminary Hearing shall be under oath, but there shall be no cross examination or requests for persons or evidence issued for the hearing.
- (4) The person filing a complaint shall state the alleged violation and describe in narrative form the testimony and other evidence which are presented to prove the alleged violation as stated in the written complaint.
- (5) The City Official named in the complaint shall have the opportunity to respond but is not required to attend or make any statement. The City Official may describe in narrative form the testimony and other evidence presented to disprove the alleged violation. If the

City Official agrees that a violation has occurred, the Commission may consider the appropriate sanction.

- (6) Only members of the Commission may question the complainant, the independent counsel for the Commission, or the City Official named in the complaint.
- (7) At the conclusion of the Preliminary Hearing one of the following actions shall be taken:
 - (A) If the Commission does not determine that there are reasonable grounds to believe that a violation of this Article has occurred, the complaint shall be dismissed.
 - (B) If the Commission determines that there are reasonable grounds to believe that a violation of this Article has occurred, it shall schedule a final hearing.
 - (C) If the City Official has agreed that a violation has occurred, the Commission may proceed to determine the appropriate sanction without the necessity of a final hearing and state its findings pursuant to Subsection (b)(4) below.

(b) Final Hearing

- (1) Except as provided by Subsection 2-516(a)(7)(C) above, a final hearing shall be held as expeditiously as possible following the determination by the Commission that there are reasonable grounds to believe that a violation of this Article has occurred, but in no event shall it be held more than thirty (30) days after said determination. The Commission may grant two postponements, not to exceed fifteen (15) days each, upon the request of the City Official named in the complaint.
- (2) If a complaint proceeds to a final hearing, the Commission may request witnesses to attend and testify, administer oaths and affirmations, take evidence and request the production of books, papers, records, or other evidence needed for the performance of the Commission's duties or exercise of its powers, including its powers of investigation.
- (3) The complainant and the City Official named in the complaint have the right of representation by legal counsel.
- (4) The issue at a final hearing is whether a violation of this Article has occurred. The Commission shall make its determination based on the evidence in the record. All witnesses shall make their statements under oath. If the Commission determines that a violation has occurred, it shall state its findings in writing, identify the particular provision(s) of this Article which have been violated, and within five (5) working days deliver a copy of the findings to the complainant, the person accused in the complaint, and the City Secretary. The City Secretary shall deliver a copy of the findings to the Council, the City Manager and the City Attorney.

Section 2-517. Sanctions for Violations

- (a) If the Commission determines that a violation of this Article has occurred, it shall consider appropriate sanctions. The Commission may receive additional testimony or statements before considering sanctions, but is not required to do so.
- (b) If the Commission determines that a violation has occurred, it may impose the following sanctions.
 - (1) A letter of notification is an appropriate sanction when the violation is clearly unintentional, or when the conduct of the person complained against was done in reliance upon an opinion of the City Attorney. The letter of notification shall advise the City Official of any steps to be taken to avoid future violations.
 - (2) A letter of admonition is the appropriate sanction when the Commission finds the violation is minor and/or may have been unintentional, but calls for a more substantial response than a letter of notification.
 - (3) A letter of reprimand is the appropriate sanction when the Commission finds a serious violation has been committed intentionally or knowingly or through disregard of this Ordinance. A written reprimand directed to a City Official that also serves as an employee shall be included in the employee's personnel file.
 - (4) A letter of censure is the appropriate sanction when the Commission finds that a serious violation has occurred and/or more than one serious violation or repeated serious violations of this Article have been committed by a City Official.
- (c) Copies of all sanction letters issued by the Commission under this section shall be sent to the City Council.
- (d) In addition, if the violation is found by the Commission to be done willfully and the seriousness of the violation warrants, the Commission may recommend to the City Council the suspension or removal from office of any official serving in a City-appointed position.
- (e) Except with regard to violations of Chapters 171 and 176 of the Texas Local Government Code, violations of the Penal Code, or violations of the Government Code, a violation by any City Official or City Employee as designated herein of one or more of the provisions of this Article shall not be deemed to be a Class C misdemeanor under the laws of the State of Texas.

Section 2-518. Distribution and Proof of Compliance

The City Secretary shall provide each new City Official designated in this Article, a copy of the text of this Ordinance; Chapter 171 and Chapter 176 of the Texas Local Government Code pertaining to conflicts of interest; the Texas Open Meetings Act (Tex.Gov. Code Ch. 551); the Texas Public Information Act (Tex. Gov. Code Ch. 552) Chapter 573 of the Texas Government

Code; Texas Penal Code Sections 36.02, 37.10, 39.02, 39.03 and 39.06 (collectively referred to in this section as the “Ethics Statutes”) with a signature receipt of all said documents.

EXHIBIT “1”

Consanguinity and Affinity

Affinity Kinship (Marriage) Relationships

1 st Degree	2 nd Degree
Father-in-Law	Spouse’s Grandfather
Mother-in-Law	Spouse’s Grandmother
Son-in-Law	Spouse’s Brother (Brother-in-Law)
Daughter-in-Law	Spouse’s Sister (Sister-in-Law)
Spouse	Spouse’s Grandson
	Spouse’s Granddaughter
	Brother’s Spouse (Sister-in-Law)
	Sister’s Spouse (Brother-in-Law)

Consanguinity (Blood) Relationships

1 st Degree	2 nd Degree	3 rd Degree
Father	Grandfather	Great-Grandfather
Mother	Grandmother	Great-Grandmother
Son	Brother	Nephew
Daughter	Sister	Niece
	Grandson	Great-Grandson
	Granddaughter	Great-Granddaughter
		Uncle
		Aunt

Issue

Discuss Board and Commission appointments and review interview process.

Staff Resource / Department

Kristi Gilbert, City Secretary

Summary

The Interview Committee comprised of Mayor Pro Tem Daugherty and Councilmembers Bradley and Brandon conducted 39 interviews over three evenings. They will present their recommendations to the Council at the December 11, 2012 meeting.