

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
APRIL 16, 2013 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094



Bret Baldwin
Mayor

Bernard Grant
Mayor Pro Tem

Colleen Halbert
Deputy Mayor Pro Tem

Dennis Richmond
Councilmember

John Daugherty
Councilmember

Scott Bradley
Councilmember

Dave Brandon
Councilmember

James Fisher
City Manager

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on April 16, 2013 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. ROLL CALL & CERTIFICATION OF A QUORUM

4. PUBLIC COMMENTS

5. PRESENTATION ITEMS :

A. Receive unaudited investment and financial report as of March 31, 2013.

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 take action, if any, on the April 2, 2013 Regular Meeting minutes.

7. INDIVIDUAL CONSIDERATION

A. Consider and take action, if any, on the approval of an ordinance amending Appendix A – Fee Schedule, Code of Ordinances, as it relates to various fees.

B. Consider and take action, if any, on a request for the institution of an Over 65 Tax Freeze.

C. Discussion and update on the Timbers Nature Preserve Park and Trail project, FEMA and Section 404 permits, and Trail Construction.

D. Consider and take appropriate action regarding the Advance Funding Agreement and the Interlocal Agreement for the construction of Betsy Lane.

E. Consider and take action, if any on the Solid Waste Collection & Disposal and Recyclable Material Collection & Processing services for the City of Murphy.

8. CITY MANAGER/STAFF REPORTS

North Murphy Road Construction Update

McCreary Road Construction Update

Murphy Central Park Construction Update

CLC Meeting – Thursday, April 18th at 7:30 am

Waste Management Bulk Pick Up, Thursday, April 18th

Prescription Drug Take Back Day, Saturday, April 27th from 10am to 2pm

First Day of Early Voting, Monday, April 29th

First Day of Trash Service with Progressive Waste Solutions, Monday, April 29th

9. ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on April 12, 2013 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 MINUTES
APRIL 2, 2013 REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

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

2. INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Daugherty 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 Bernard Grant
Deputy Mayor Pro Tem Colleen Halbert
Councilmember John Daugherty
Councilmember Scott Bradley
Councilmember Dave Brandon

Councilmembers absent:
Mayor Bret Baldwin
Councilmember Dennis Richmond

4. PUBLIC COMMENTS – No one was signed in to speak.

5. PRESENTATION ITEMS –

- A. Deputy Mayor Pro Tem Halbert presented a proclamation declaring April as Sexual Assault Awareness and Prevention Month in the City of Murphy to Jennifer Spugnardi, Executive Director of The Turning Point.
- B. Deputy Mayor Pro Tem Halbert presented a proclamation declaring April 2013 as Keep Murphy Beautiful Month in the City of Murphy to members of the Murphy Green Team.
- C. Shawn Eiras, District Manager with Progressive Waste Solutions provided the Council with a presentation on the proposed implementation schedule for solid waste and recycling services.

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 take action, if any, on the approval of the March 19, 2013 meeting minutes.
- B. Consider and take action, if any, on the approval of a resolution authorizing continued participation with the Atmos Cities Steering Committee and payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. (*Res. 13-R-770*)

COUNCIL ACTION (ITEM 6.A. & 6.B.):

APPROVED

Councilmember Daugherty moved to approve the consent agenda as presented. Councilmember Bradley seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0.

7. INDIVIDUAL CONSIDERATION

- A. PLEASE NOTE: PUBLIC HEARING HAS BEEN CANCELLED; THE APPLICANT HAS WITHDRAWN THEIR APPLICATION FOR THIS CONSIDERATION ITEM.** Hold a public hearing and consider and/or act on the application of Dunkin Donuts, on behalf of the property owner, Champion Langford Partners, to re-plat Lot 3 - Block C – Murphy Marketplace East Addition on property zoned PD (Planned Development) District No. 12-10-923 Retail Uses. This property is located at the northwest corner of FM 544 and North Maxwell Creek Road.

COUNCIL ACTION (ITEM 7.A.):**NO ACTION**

The Council took no action due to the withdrawal of the application by the applicant.

- B. PLEASE NOTE: PUBLIC HEARING HAS BEEN CANCELLED; THE APPLICANT HAS WITHDRAWN THEIR APPLICATION FOR THIS CONSIDERATION ITEM** Hold a public hearing and consider and/or act on the application of Dunkin Donuts, on behalf of the property owner, Champion Langford Partners, for a Specific Use Permit for a drive thru on Lot 3 - Block C – Murphy Marketplace East Addition on property zoned PD (Planned Development) District No. 12-10-923 Retail Uses. This property is located at the northwest corner of FM 544 and North Maxwell Creek Road.

COUNCIL ACTION (ITEM 7.B.):**NO ACTION**

The Council took no action due to the withdrawal of the application by the applicant.

- C.** Consider and take action, if any on a request for a waiver of impact fees in the amount of \$3,598.65 by Mark Miller for property located at 605 Kinney Drive.

Efram Miller spoke on behalf of his brother, Mark Miller, residing at 605 Kinney Drive. Mr. Miller stated that his brother was requesting a waiver due to delays in their project caused by the city.

Council held discussions relative to the costs associated with the extension of sewer services to 605 Kinney Drive and the city's role in the process.

COUNCIL ACTION (ITEM 7.C.):**DENY REQUEST**

Deputy Mayor Pro Tem Halbert moved to deny the request to waive the impact fees for 605 Kinney Drive. Councilmember Brandon seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0.

- D.** Consider and take action, if any on the Solid Waste Collection & Disposal and Recyclable Material Collection & Processing services for the City of Murphy.

COUNCIL ACTION (ITEM 7.D.):**NO ACTION**

The Council took no action on Item 7.D.

8. CITY MANAGER/STAFF REPORTS

Mr. Fisher provided the Council with an update on the following items:

North Murphy Road Construction Update – Friday TxDOT will begin the restriping on North Murphy Road between FM 544 and the railroad tracks. Dirt work on the northbound lanes, south of the creek should begin in mid-April to May, weather permitting.

McCreary Road Construction Update - On schedule.
Murphy Central Park Construction Update -
Don't Mess with Texas Trash-Off/Maxwell Creek Waterway Clean-up – April 6th 9am-1pm
Chamber "Spring Fever 2013" – April 13, 12 noon – 5pm
Betsy Road lighting – Farmer's Electric has provided the city with estimates for street lighting.

9. EXECUTIVE SESSION

The City Council convened into Executive Session at 6:41 p.m. pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of:
- a) City Secretary
 - b) City Attorney

10. RECONVENE INTO REGULAR SESSION

The City Council reconvened into Open Session at 7:10 p.m. pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of:
- a) City Secretary
 - b) City Attorney

COUNCIL ACTION (ITEM 10): **SALARY INCREASE**
Councilmember Brandon moved to increase the salary of the City Secretary by \$3,000 in recognition of her receiving her Bachelor's degree from the University of North Texas as agreed upon during her initial hiring process effective May 18, 2013. Councilmember Bradley seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0.

11. ADJOURNMENT

With no further business, the meeting was adjourned at 7:10 p.m.

APPROVED BY:

Bernard J. Grant, Mayor Pro Tem

ATTEST:

Kristi Gilbert, City Secretary

City Council Meeting
April 16, 2013

Issue

Consider and/or act upon approval of an ordinance amending Appendix A – Fee Schedule, Code of Ordinances, as it relates to various fees.

Staff Resource/Department

James Fisher – City Manager
Linda Truitt – Finance Director
Steven Ventura – Assistant Finance Director

Summary

A comprehensive update has been made to the current City of Murphy Fee Schedule.

Current recommendations are detailed on the comparison sheet, some of which are housekeeping in nature while others are additions, verbiage changes and fee change recommendations.

Background/History

On September 15, 1988, the City Council adopted the City's first comprehensive fee schedule. Since that time, the City has established fees for a variety of services that the City provides. The last comprehensive update to the fee schedule was adopted by ordinance (Ordinance No. 09-10-817) on October 5, 2009. There has been individual Fee Schedule section updates at various times since the last comprehensive update. During the year if sections need to be updated, staff will bring those section recommendations to City Council for consideration.

Financial Considerations

Annually, staff reviews the Fee Schedule to ensure fees are lawful, in line with revenue and expense projections, and comparable to those of surrounding cities.

Action Requested

Approval of an ordinance amending Appendix A – Fee Schedule, Code of Ordinances, as it relates to various fees per attached schedule.

Attachments

- 1) Recommendations
- 2) Ordinance

City of Murphy, Texas Fee Schedule

The following schedule of fees shall apply to the permits, licenses, services and programs provided by the City of Murphy. In the occasion the City must hire an outside service or consultant to perform any of these services or any unlisted service, the City may charge the applicant 100% of the outside service or consultant charges including actual costs, administrative and overhead costs.

Section 1.100. - Alarm permits.

An alarm permit must be obtained before inspection of the alarm system can be scheduled. The residential alarm permit will be automatically billed on the monthly statement when submitting a new alarm permit and subsequently on the annual renewal date.

Residential	New and Renewal - Annually	\$25.00
Commercial	New and Renewal - Annually	\$50.00
<i>Late Renewal Fee</i>	after 10 days late	\$10.00
False Alarms		
\$50.00 for each false alarm after three (3)		
\$75.00 for each false alarm after eight (8) or more		

* no false alarm fee for a newly installed system for the first thirty (30) days

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009)

Section 1.200. - Alcohol beverage permits.

The city may levy and collect a fee not to exceed one-half of the state fee for each license issued for premises located within the city. License fee(s) for businesses located within the city and who hold a license from the Texas Alcoholic Beverage Commission in accordance with the 2009 TABC_Chapter 26 and Chapter 28:

All renewals are on a Bi-annual basis

Permit Code	Type of Permit	Issuance	State Fee	City Fee
BG	Wine & Beer Retailer's	Bi-annually	\$350	\$175
BQ	Wine & Beer Retailer's Off-Premise	Bi-annually	\$120	\$60
LB	Mixed Beverage Late Hours	Bi-annually	\$300	\$150
MB	Mixed Beverage Permit	Original 1 st Renewal 2 nd Renewal 3 rd and all subsequent renewals	\$6,000 \$4,500 \$3,000 \$1,500	N/A N/A \$1,500 \$750
RM	Mixed Beverage Restaurant with Food & Beverage	Original 1 st Renewal 2 nd Renewal 3 rd and all subsequent renewals	\$6,000 \$4,500 \$3,000 \$1,500	N/A N/A \$1,500 \$750

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009; Ord. No. 10-03-832, § 3, 3-22-2010)

Section 1.300. - Amusement and entertainment permits.

	Type	Comments	Permit Period	Fee
1)	Amusement Buildings	Inspect for fire and public safety	Until revoked	\$50.00
2)	Places of Assembly	Inspect for fire and public safety	Until revoked	\$50.00
3)	Carnivals and Fairs	Inspect for fire and public safety	2 weeks	\$50.00
4)	Exhibits and Trade Shows	Inspect for fire and public safety	2 weeks	\$50.00
5)	Temporary Structures, Tents or Canopies	Inspect for fire and public safety	2 weeks	\$50.00 per structure
6)	Pyrotechnic Special Effects	Inspect for fire and public safety	1 day	\$200.00

Section 1.400. - Animal control fees.

1)	Animal Impound*	1 st Impound	\$50.00
		2 nd Impound	\$75.00
		3 rd Impound	\$100.00
		4 th Impound	\$125.00
2)	Daily Handling Fee		\$7.50 per day
3)	Pet Registration	Sterilized	\$7.50 per year
		Non Sterilized	\$12.50 per year
4)	Dangerous Dog Registration	Per animal	\$50.00 per year
5)	Livestock Permit	Annual permit per owner	\$35.00 per year
6)	Dog and Cat Adoption Fee	Not sterilized	\$85.00 per animal
7)	Dog and Cat Adoption Fee	Already sterilized	\$45.00
8)	Standard Shipping for Rabies Testing		\$30.00 per animal
9)	Quarantine Fee	Per Animal	\$100.00
10)	Microchipping Fee	Per Animal	\$20.00
11)	Euthanasia Fee	Per Animal	\$25.00
12)	Disposal Fee	Per Animal	\$25.00

* These fees are above and beyond any citation fees related to violations of city ordinance or state laws.

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009; Ord. No. 11-07-888, § 3, 7-19-2011)

Section 2.100. - Building/construction plan review fees.

• Minimum fee for any permit is \$75.00.	
• No refunds will be issued for permit fees unless approved in writing by the City Manager.	
• 100% of any Outside Service Costs will be charged, including but not limited to Engineering Plan Review.	
• All Fees (Building Permit, Impact Fee, Meter, etc.) will be paid prior to each building permit being issued	
• Work started without a permit:	Permit fee \$ × 2.
• Stop Work Order - Red Tag	\$50.00
• Permit Replacement:	\$25.00
• Re-stamp Fee:	\$30.00/hour (minimum \$30.00)
• Addendum Review Fee:	\$30.00/hour (minimum \$15.00)
• Structure Demolition:	\$10.00 per \$1,000 (minimum \$100.00)
• Interior Finish Demolition:	\$10.00 per \$1,000 (minimum \$100.00)
• Structure Moving Permit:	\$10.00 per \$1,000 (minimum \$100.00). If applicable, plumbing, electrical and mechanical permits are required. For Bond information see Section 66-42 of the Code of Ordinances.
• Fence Permit:	Residential: \$75.00
	Commercial: \$150.00
Residential One and Two Family Dwellings: New, Additions, Remodels	
• Building Permit:	\$0.64 per total square feet of structure. (minimum \$75.00)
	Calculate the permit fee by multiplying \$0.64 × square footage.
• Service Inspection Certificate fee of \$30.00 for each single family residence permit.	
• Mechanical, Electrical, Plumbing Fees for Trade Permits: \$75.00	
• Residential Irrigation:	\$150.00
• Residential accessory structures:	
Less than 500 square feet:	\$75.00
500 square feet and greater:	\$10.00 per \$1,000 (minimum \$75.00)
• New additions, remodels, alterations:	\$10.00 per \$1,000 valuation of work (Minimum \$75.00) examples: Roof replacement, window replacement, Etc.
Commercial Projects: New, Addition, Alteration, or Interior Finish and Multi-family Dwellings	
• Building Permit:	\$10.00 per \$1,000 valuation of work. (minimum \$75.00)
	Calculate the Building Permit fee by multiplying the valuation of work by .010.
	When applicable, add mechanical, electrical, plumbing fees to building permit. MEP fees are calculated by the addition of the following for each trade
• Calculated by Square Footage Per Trade	
1 - 3,000 square feet	\$60.00
3,001 - 10,000 square feet	\$80.00
10,001 - 100,000 square feet	\$100.00
Over 100,000 square feet	\$120.00
Mechanical, electrical, plumbing fees for single trade permits:	\$75.00
Commercial irrigation:	\$250.00

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009; Ord. No. 11-03-877, § 3, 3-1-2011; Ord. No. 11-07-888, § 4, 7-19-2011)

Section 2.200. - Building, construction and trades inspection fees.

Applicable to Fire Alarms, Fire Sprinkler Supply Line and Fire Sprinkler Re-inspections; not applicable to Fire Safety Inspections - see applicable section

Re-inspection fees are charged for all failed inspections.

- 1) All fees and balances must be paid prior to building final inspection being released:
 - a. No charge for first failed inspection **with the exception of any Public Works failed inspection; \$100 for first and each additional failed inspection.**
 - b. \$100 for second and each additional failed inspection.
- 2) Same day inspection called in after cut-off time specified by building department - \$60; due prior to inspection request being made.
- 3) Requested same day re-inspection . . . \$100 + re-inspection fee, due prior to inspection request being made.

(Ord. No. 11-03-877, § 4, 3-1-2011)

Section 2.300. - Certificate of occupancy permits.

- 1) A certificate of occupancy is required prior to any commercial structure being occupied by a new business and/or new management.
- 2) A separate permit is required for all Certificate of Occupancy's, fee \$75.00.
- 3) All final inspections are to be completed and inspection fees paid prior to the Occupancy Inspection.
- 4) Clean and show: \$75.00.
- 5) In-Home Day Care Certificate of Occupancy: \$75.00.

Section 2.400. - City payment charges.

- 1) **\$35.00** for any returned check.
- 2) \$2.00 for each online and telephone credit card payment for Municipal Court and Building Permits

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009)

Section 2.500. - Contractor registration fees.

Annual registration is to be renewed upon expiration date assigned by the city. Photo ID, Proof of Liability Insurance, and any required State issued licenses must be presented in person by the *license holder* at the time of registration. Fire Alarm installers and Fire Sprinkler installers who are properly registered with the State Fire Marshal are exempt from this registration requirement as a matter of state law. Only persons properly registered may submit plans or perform installations of fire alarms or fire sprinklers.

1)	General Contractor	\$100.00
2)	Sub contractor	\$100.00
3)	Electrical Master	\$100.00
4)	Plumbing Master	Exempt from fee
5)	Backflow Master	\$100.00
6)	Mechanical Master	\$100.00
7)	Third Party Energy Contractors	\$100.00

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009; Ord. No. 11-07-888, § 5, 7-19-2011)

Section 3.100. - Emergency Medical Services.

Base Fee Resident	\$600
Base Fee Non Resident	Resident + 15% = \$690.00
BLS Supplies	\$125
ALS Supplies	\$250
Treatment / No Transport	\$100
Mileage	\$10 / loaded mile
Oxygen	\$70

(Ord. No. 12-04-911, § 3, 4/3/2012)

Section 3.200. - Fire alarm, fire line, and sprinkler plan review fees.

The fees below include plan review, construction permit, initial inspection and one re-inspection.

Initial Installation/Finish out of Fire Alarm	1 - 100,000 sq ft 100,001 - 300,000 sq ft 300,001 + sq ft	\$0.035 square feet (\$60 minimum) Add \$0.017 sq ft Add \$0.01 sq ft
Initial Installation/Finish out of Fire Sprinkler	1 - 100,000 sq ft 100,001 - 300,000 sq ft 300,001 + sq ft	\$0.035 square feet (\$60 minimum) Add \$0.017 sq ft Add \$0.01 sq ft
Underground hydro and flush	Per system	\$50.00
Fire pump	Per system	\$300.00
Automatic extinguishing system (hood)	Per system	\$75.00
Stand pipe system	Per system	\$300.00
Re-stamp, provide lost plans or addend a project after permit has been issued	Per incident	\$30.00
Work started without a permit		Permit fee \$ × 2

The fees above includes the plan review and one visual inspection and one hydrostatic test of the fire sprinkler supply line or fire sprinkler system in the case of hydraulic systems or one visual inspection and one system test of the fire alarm system in the case of alarms.

Plans that are rejected after the initial review may be resubmitted with corrections one time without penalty. Any subsequent reviews will incur a fee equal to the appropriate fee from the schedule above plus an additional fee of \$50.00. (Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009)

Section 3.300 - Fire and safety inspection fees.

Fees for follow-up inspections after initial inspection and re-inspection shall be based upon the amount of interior square footage of the building premises, or portions thereof that are inspected, such fees set as follows:

First Follow-Up Inspection Fee Schedule

Interior Square Footage	Fee
1 to 3,000	\$25.00
3,001 to 6,000	\$50.00
6,001 to 12,000	\$75.00
12,001 to 18,000	\$100.00
18,001 to 24,000	\$150.00
24,001 to 100,000	\$200.00
Over 100,000	\$250.00

All Subsequent Follow-Up Inspection

Interior Square Footage	Fee
1 to 3,000	\$50.00
3,001 to 6,000	\$75.00
6,001 to 12,000	\$100.00
12,001 to 18,000	\$125.00
18,001 to 24,000	\$175.00
24,001 to 100,000	\$225.00
Over 100,000	\$275.00

Section 3.400. - Fire and safety permits.

	Type	Comments	Permit Period	Fee
1	Aerosol products	Manufacture, store or handle	Until revoked	\$100.00
2	Amusement buildings	Special amusement buildings	Until revoked	\$100.00
3	Automatic Fire Extinguishing Systems		No Limit	\$100.00
4	Aviation facilities	Aircraft service or repair	Until revoked	\$100.00
5	Battery systems	Lead acid systems 50 gal.+	Until revoked	\$100.00
6	Cellulose nitrate film	Store, handle, or use	Until revoked	\$100.00
7	Combustible dust producing operations	Inspect for fire safety	2 weeks	\$100.00
8	Compressed gases	Limits set by fire code	1 year	\$100.00
9	Covered mall buildings	Per display as per fire code	Quarter	\$100.00
10	Cryogenic fluids		1 year	\$100.00
11	Cutting and welding operation		1 year	\$100.00/site
12	Dry cleaning plants		Until revoked	\$100.00
13	Exhibits and trade shows		2 weeks	\$100.00
14	Explosives		2 weeks	\$100.00
15	Fire hydrants and valves	Installation inspection	Until revoked	\$100.00
16	Fire Pumps and Equipment		No Limit	\$100.00
17	Flammable and combustible liquids		1 year	\$100.00/site
18	Floor finishing		1 month	\$100.00
19	Fruit and crop ripening		Until revoked	\$100.00
20	Fumigation		1 day	\$100.00
21	Hazardous production materials		1 year	\$100.00
22	High piled storage		Until revoked	\$100.00
23	Hot work operations		1 wk to 1 yr	\$100.00
24	Industrial ovens		1 year	\$100.00
25	Liquid or gas fueled vehicles in assembly buildings		1 year	\$100.00

26	LP-Gas		1 year	\$100.00
27	Lumber yards		1 year	\$100.00
28	Magnesium		1 year	\$100.00
29	Miscellaneous combustible storage		Until revoked	\$100.00
30	Motor fuel dispensing facilities		1 year	\$100.00
31	Outdoor/open burning		1 day	\$1,000.00/site
32	Open flames and candles		1 year	\$100.00
33	Open flames and torches		1 day - 1 year	\$100.00
34	Organic coatings		1 year	\$100.00
35	Pyroxylin plastics		1 year	\$100.00
36	Refrigeration equipment		Until revoked	\$100.00
37	Repair garages		1 year	\$100.00
38	Rooftop heliports		1 year	\$100.00
39	Scrap tire product		1 year	\$100.00
40	Spraying or dipping		1 year	\$100.00
41	Temporary membrane structures, tents or canopies- Greater than 200 sq. ft.		2 weeks	\$100.00
42	Waste handling		1 year	\$100.00
43	Wood products		Until revoked	\$100.00
44	Woodworking plants		1 year	\$100.00
45	Tank or fuel line repair (LP gas or Flammable/Combustible Liquids)	Per location		\$250.00
46	Tank or fuel line removal (LP gas or Flammable/Combustible Liquids)	Per location		\$250.00
47	Environmental Site Assessment	Per each request		\$75.00

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009; Ord. No. 11-07-888, § 6, 7-19-2011)

Section 4.100. - Food, food establishments, and food vendors permit and inspection fees.

1)	Mobile catering vendors	Annual permit	\$300.00/Hot \$200.00/Cold
2)	Temporary event vendor	1 Day	\$100.00
3)	Convenience stores	Annual permit	\$150.00
4)	Grocery stores	Annual permit	\$500.00
5)	Restaurants/cafe's	Annual permit	\$350.00
6)	Other facilities serving the public food and/or beverage	Annual permit	\$150.00
7)	Health Plan Review Fee		\$300.00

(Ord. No. 11-07-888, § 7, 7-19-2011)

Section 5.100. - Land zoning and development fees.

Section 1 - Zoning Fees	
Annexation request (waived if city initiated)	\$1,000
Zoning verification letter	\$50
Pre application work session	\$0
Zoning work session	\$200
Zoning change request	\$1,000
Special use permit, residential	\$1,000 + \$50 per acre
Commercial and planned development	
Planned development district (new)	\$1,000 + \$50 per acre
Planned development district (amendment of conditions)	\$500
Section 2 - Development Fees	
Concept plan	\$500.00
Site Plan	\$500.00
Construction (preliminary plat):	
Residential	\$500+ \$50 per acre
Commercial planned development	\$500+ \$50 per acre
Final plat (also known as "as-built" or "record plat")	
Residential	\$500+ \$50 per acre
Commercial and/or planned development	\$500+ \$50 per acre
Replat:	Same as final
Amended/minor plat:	Same as final
Vacation of plat	Same as final
City tax certificates	Issued by county
Street name change (after prel. plat)	\$250 + cost of new blade
Traffic impact analysis review	\$1000 or 100% of consultant cost
Parkland dedication	\$1,200.00 per residential lot or acceptable donation of land per park ordinance
Sidewalk escrow	Cost per city engineer
Street escrow	Cost per city engineer
Copies (24" × 36" sheets)	\$5.00 per sheet

Engineering inspection fees	(Not to include laboratory tests) - 4% of estimated cost of public improvements.
Engineering plan review	100% of cost
2-year subdivision maintenance bond	100% of costs of public improvements
Utility inspection fee for after regular business hours and weekends	\$50 per hour, per Inspector, \$100 minimum
Appeal boards	
Zoning board of adjustment	
Residential (homestead)	\$200
Residential-Other/commercial	\$300
Building standards commission	
Residential	\$200
Commercial	\$300

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009; Ord. No. 11-07-888, § 8, 7-19-2011)

Section 5.200. - Water and wastewater impact fees.

Meter Size	Irrigation Water	Wastewater	Domestic Total
¾ inch	\$883.43	\$2,715.22	\$3,598.65
1 inch	\$2,208.58	\$6,788.05	\$8,996.63
1½ inch	\$4,417.15	\$13,576.10	\$17,993.25
2 inch Compound	\$7,067.44	\$21,721.76	\$28,789.20
2 inch Turbine	\$8,834.30	N/A	\$8,834.30
3 inch Compound	\$14,134.88	\$43,443.52	\$57,578.40
3 inch Turbine	\$21,202.32	N/A	\$21,202.32
4 inch Compound	\$22,085.75	\$67,880.50	\$89,966.25
4 inch Turbine	\$37,104.06	N/A	\$37,104.06
6 inch Compound	\$44,171.50	\$135,761.00	\$179,932.50
6 inch Turbine	\$81,275.56	N/A	\$81,275.56
8 inch Compound	\$70,674.40	\$217,217.60	\$287,892.00
8 inch Turbine	\$141,348.80	N/A	\$141,348.80

*Domestic Meters require both water and wastewater fees to be paid.

*Irrigation Meters require only a water fee to be paid.

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009)

Section 6.100. - Municipal court fees.

1)	Court security fee:	\$3.00 per conviction
2)	Court technology fee:	\$4.00 per conviction
3)	Court juvenile case manager fee:	\$5.00 per conviction

Section 6.200. - Notary charges.

Texas Government Code Ann. § 406.024 sets out the maximum fees a notary public, or their employer, may charge for notary public services. A notary public who charges more than the maximum set out below subjects the notary to possible criminal prosecution and suspension or revocation of the notary's notary public commission by the Secretary of State's office.

Notary public may charge the following fees:

- 1) No charge for signature and seal.
- 2) No charge for each additional signature.
- 3) No charge per page for copies of all records or papers in the Notary Public's office.

Section 6.300. - Parks and recreation usage fees. (DELETE THIS TABLE)

Park reservations	Non-Murphy resident	Not allowed
Park reservations	Murphy Resident	No charge
Police security	50 or more guests	\$25.00 per hour, 4-hour minimum

Community use fees for private events. The city may levy and collect a fee for community meeting rooms:

Community Center Meeting Rooms (Rooms 117 or 118):

Fee Type	City Fee
Deposit	\$100.00
Nonrefundable Administrative Fee	\$25.00
Resident	\$20.00/hr during operating hours
	\$40.00/hr after hours
Nonresident	\$40.00/hr during operating hours
	\$60.00/ hr after hours
Nonprofits	\$10.00 Time block during operating hours

Community Center Meeting Rooms (Rooms 117 and 118):

Fee Type	City Fee
Deposit	\$100.00
Nonrefundable Administrative fee	\$25.00
Resident	\$40.00/hr during operating hours
	\$60.00/hr after hours
Nonresident	\$60.00/hr during operating hours
	\$80.00/hr after hours
Nonprofits	\$20.00/Time block during operating hours

Community Center Gymnasium:

Fee Type	City Fee
Deposit	\$100.00
Nonrefundable Administrative fee	\$25.00
Resident	\$50.00/hr during operating hours
	\$75.00/hr after hours
Nonresident	\$70.00/hr during operating hours
	\$100.00/hr after hours
Nonprofits	\$50.00/Time block during operating hours

Murphy Activity Center:

Fee Type	City Fee
Deposit	\$100.00
Nonrefundable Administrative fee	\$25.00
Resident	\$75.00/hr during operating hours
	\$100.00/hr after hours
Nonresident	\$100.00/hr during operating hours
	\$150.00/hr after hours
Nonprofits	\$50.00/Time block during operating hours

Park Pavilions:

Fee Type	City Fee
Resident	\$25.00 for two hours, then \$10.00/hour
Nonresident	\$50.00 for two hours, then \$10.00/hour

Activity Registration:

Fee Type	City Fee
Resident	No Fee
Nonresident	\$5.00 per activity registration

Athletic Field Reservations:

Resident	No Fee
Nonresident	Team must have 40% Murphy residents

Park Reservations:

<u>50 or more guests</u>	Police Security - \$25.00 per hour, 4-hour minimum
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(Ord. No. 11-01-870, § 3, 1-4-2011)

Section 6.400. - Police reports.

Additionally, a charge of \$15 per hour, plus 20% personnel charge may apply to any request requiring extensive time and research.

- Accident reports - \$6.00
- Computer generated offense reports (over 10 pages) - \$.10 per page
- Local **Background** check - \$10.00
- Fingerprinting fee: \$10.00

Section 7.100. - Public information requests.

The city will follow the rates allowed by the State of Texas, § 111.70 (on next page) - The General Services Commission Charge Schedule, when the city has the ability to reproduce those items in house. All other items in which the city must hire outside service will be charges at 100% of actual cost.

1)	8½" × 11" and 8½" × 14"	Black & White	Photo Copy	\$.10 per page
2)	8½" × 11" and 8½" × 14"	Color	Photo Copy	\$.75 per page
3)	11" × 17"	Black & White	Photo Copy	\$.50 per page
4)	All other sizes	Black & White and/or Color	Photo Copy	100% of outside service

The following is a summary of the charges for copies of public information that have been adopted by the Commission. Service rendered — Charge:

- (1) Standard paper copy — \$.10 per page.
- (2) Nonstandard-size copy:
 - (A) Magnetic tape:
 - (i) 4 mm. — \$13.50 each;
 - (ii) 8 mm. — \$12 each;
 - (iii) 9-track — \$11 each;
 - (B) Data Cartridge:
 - (i) 2000 Series — \$17.50 each;
 - (ii) 3000 Series — \$20 each;
 - (iii) 6000 Series — \$25 each;
 - (iv) 9000 Series — \$35 each;
 - (v) 600A — \$20 each;
 - (C) Tape Cartridge:
 - (i) 250 MB — \$38 each;
 - (ii) 525 MB — \$45 each;
 - (D) Audio cassette — \$1.00 each;
 - (E) Oversized paper copy — \$.50 each;
 - (F) Mylar (36-inch, 42-inch, and 48-inch):
 - (i) 3 mil. — \$.85/linear foot;
 - (ii) 4 mil. — \$1.10/linear foot;
 - (iii) 5 mil. — \$1.35/linear foot;
 - (G) Blue line/blueprint paper (all widths) — \$.20/linear foot;

- (H) **Digital Video Disk (DVD) - \$3.00**
- (3) Personnel charge:
 - (A) Programming personnel — \$26 per hour.
 - (B) Other personnel — \$15 per hour.
- (4) Overhead charge — 20% of personnel charge.
- (5) Microfiche or microfilm charge:
 - (A) Paper copy — \$.10 per page;
 - (B) Fiche or film copy — Actual cost.
- (6) Remote document retrieval charge — Actual cost.
- (7) Computer resource charge:
 - (A) Mainframe — \$10 per minute;
 - (B) Midsize — \$1.50 per minute;
 - (C) Client/Server — \$2.20 per hour;
 - (D) PC or LAN — \$1.00 per hour.
- (8) Miscellaneous supplies — Actual cost.
- (9) Postage and shipping charge — Actual cost.
- (10) Photographs — Actual cost.
- (11) Other costs — Actual cost.
- (12) Outsourced/Contracted Services — Actual cost.
- (13) No sales tax — No sales tax shall be applied to copies of public information.

Section 8.100. - Sign permits.

Work started without a permit:	Permit fee \$ x 2
Permit replacement fee	\$15.00
• Change sign face:	\$175.00
• Attached sign, non illuminated:	\$200.00
• Attached sign, illuminated:	\$250.00
• Electronic changeable sign:	\$250.00
• Monument sign, non illuminated:	\$200.00
• Monument sign, illuminated:	\$250.00
• Movement control sign:	\$175.00
• Builder, developer, or model home sign:	\$250.00/valid for 12 months
• Special purpose temporary free standing:	\$250.00/valid for 12 months
• Temporary construction sign:	\$250.00/valid for 12 months
• Temporary for sale or lease sign:	\$250.00/valid for 12 months
• Temporary promotional event:	\$75.00/valid for 7 days from issue
• Temporary promotional banner:	\$50.00/valid for 7 days from issue

Section 8.200. - Solicitor permits and licensing.

Door to door solicitation - Valid for 3 months from date of issue.

- a. \$200.00 company registration and one agent.
- b. \$75.00 registration per each additional agent.

Section 8.300. - Solid waste collection and disposal.

Residential Pickup

Cart Fee (95 gallon trash and 95 gallon recycling bin)	\$12.62*/Mo.
Additional Cart Fee	\$10.00/Mo.
Unusual Accumulations (4-12 cubic yards)	\$25.00/Lift
Special Collections (12+ cubic yards)	\$125/hr+\$25/ton
Unscheduled Household hazardous Waste/E-Waste Collection	\$125 Call Out +Cost of disposal

*5% franchise fee will be added to the cart fee (\$12.62 + \$0.63 = \$13.25)

Commercial Pickup

For the weekly manual or automated solid waste collection

Commercial or Industrial Unit utilizing one (1) Polycart	\$24.50/mo.
Commercial or Industrial Unit utilizing two (2) Polycarts	\$32.30/mo.
Commercial or Industrial Unit utilizing three (3) Polycarts	\$40.10/mo.

For the weekly collection of recyclable materials

Commercial or Industrial Unit utilizing one (1) Polycart	\$5.00/mo.
Commercial or Industrial Unit utilizing one (1) 6-yard dumpster	\$50.00/mo.
Commercial or Industrial Unit utilizing one (1) 8-yard dumpster	\$65.00/mo.
Commercial or Industrial Unit utilizing a Recycling Compactor	\$195.00/haul

For the solid waste collection services to Commercial or Industrial Units requiring the use of front-load containers, the Contractor shall charge per month for each container utilized, the following rates (extra-lifts will be charged per container, per extra lift):

COMMERCIAL RATE SCHEDULE
Lifts Per Week -Monthly Service Rates

CONTAINER SIZE	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$66.15	\$116.10	\$163.35	\$197.10	\$244.35	\$291.60	\$30.00
3 Cubic Yd	\$76.65	\$137.70	\$191.70	\$245.70	\$313.20	\$380.70	\$35.00
4 Cubic Yd	\$99.90	\$174.15	\$248.40	\$322.65	\$396.90	\$471.15	\$40.00
6 Cubic Yd	\$120.15	\$207.90	\$295.65	\$383.40	\$471.15	\$558.90	\$45.00
8 Cubic Yd	\$140.40	\$234.90	\$337.74	\$450.32	\$562.90	\$625.48	\$50.00

The foregoing rates apply to all Commercial and Industrial Units that are located within the City's corporate limits and billed by the City for water and sewer services.

ROLL-OFF CONTAINERS:

Subject to adjustment by the Contractor, the Contractor shall charge for each Roll-Off utilized the following fees:

CONTAINER SIZE	ROLL OFF RATE SCHEDULE			
	ROLL OFF OPEN TOPS			
	HAUL	DAILY RENT	DISPOSAL	Delivery/Exchange Fee
20 Cubic Yd	\$230.00	\$3.00	\$35.00 per ton	\$75.00
30 Cubic Yd	\$230.00	\$3.00	\$35.00 per ton	\$75.00
40 Cubic Yd	\$230.00	\$3.00	\$35.00 per ton	\$75.00

Compactors:

For the solid waste collection services to Commercial or Industrial Units requiring the use of compactors, the Contractor shall charge the following rates:

CONTAINER SIZE	COMPACTOR RATE SCHEDULE	
	COMPACTORS	
	HAUL	DISPOSAL
6 Cubic Yd	\$121.50	(included)
8 Cubic Yd	\$139.50	(included)
20 Cubic Yd	\$230.00	\$35.00 per ton
30 Cubic Yd	\$230.00	\$35.00 per ton
35 Cubic Yd	\$230.00	\$35.00 per ton
40 Cubic Yd	\$230.00	\$35.00 per ton

(Ord. No. 12-10-925, § 3, 10-2-2012)

Section 8.400. - Stormwater fee.

\$3.00 per month per water meter

Section 8.500. - Swimming pool and spa permit.

1)	Work started without a permit:	Permit fee \$ × 2
2)	Permit Replacement:	\$25.00
3)	In ground pool and/or spa combination:	\$275.00
4)	Above ground pool or spa:	\$150.00
5)	Public/semi public pools - Annual operation permit:	\$200.00

(Ord. No. 11-07-888, § 9, 7-19-2011)

Section 8.600. - Temporary construction/job trailer permits.

1)	Work started without a permit:	Permit fee \$ × 2
2)	Permit replacement:	\$25.00
3)	Trailer permit:	\$100.00

4)	Temporary electrical:	\$75.00
5)	Temporary plumbing:	\$75.00

Section 9.100. - Water and sewer usage rates.

Water service:

- a. \$60.00 new residential and commercial customer deposit
- b. \$100.00 new renter customer deposit
- c. \$100.00 for Builder's new construction deposit
- d. Monthly Base Meter Fee

Volumetric rate (per 1,000 gallons) with two customer classes

Gallons	Residential Rate	Gallons	Sprinkler/Irrigation Rate
0—15,000	\$2.65	0—15,000	\$3.65
15,001—30,000	2.80	15,001—30,000	3.80
30,001—45,000	3.00	30,001—45,000	4.00
45,001 +	3.25	45,001 +	4.25

Base Rates per meter size:

¾ inch meter (Residential Standard)	\$20.00
1 inch meter	\$37.40
1½ inch meter	\$74.80
2 inch meter	\$119.70
3 inch meter	\$239.40
4 inch meter	\$480.00
Larger meters will be charged \$15.00 times the living unit equivalent according to the water and wastewater impact fee update.	

- e. \$10.00 for a meter re-read when there is no problem found.
- f. A leak credit will be applied after a customer presents proof of repair of leak. An average charge will be applied based on water usage two months prior to the month of leak and one month after the leak. This average will apply to water usage only and leak credit shall be applied only once a 12 month period as appropriate.
- g. 10% penalty will be applied to the account balance if payment in full is not received within 20 days from the billing date.
- h. \$30.00 service fee will be applied to the account balance if payment in full is not received within 30 days from the billing date. All disconnections will take place on the following Wednesdays.
- i. Disconnect fees will be waived in the month of December.
- j. \$50.00 service fee will be applied during after hours, weekend and holidays with documentation that the bill has been paid at the City of Murphy online website or placed in after hours drop box (if payment is not in night box prior to next business day there will be assessed an additional \$30.00 service fee for another disconnection).

- k. At the discretion of the billing manager, a one time courtesy adjustment of late penalty or \$30.00 service fee can be waived if account is in good standing for a period of 12 months straight.
- l. At the discretion of the Billing Manager, adjustments of late penalty and service fee can be waived for uncontrollable circumstances with proper documentation from the resident. Examples include: hospitalization, illness, family death; and/or other qualifying events.
- m. If any due date falls on a weekend or holiday, payments will be due on the next city business day.

Wastewater Collection Rates

- **Minimum bill- for use in conjunction with volumetric rates:**

Customer Class	2013
Commercial	\$30.00
City	\$10.00
HOA	\$10.00
Residential	\$10.00
Church	\$10.00

- **Volumetric rate (per 1,000 gallons) with five customer classes as follows:**

Customer Class	2013
Commercial	\$2.30
City	\$2.55
HOA	\$2.40
Residential	\$1.60
Church	\$1.70

- Volumetric rate (per 1,000 gallons) based on 3-month (November, January and February) winter average of water usage for residential only.
- Murphy will begin to use a winter averaging for the purpose of calculating sewer charges on your utility bill. The new sewer charges will be based on the water consumption average for three months (November, January and February). Average consumption is applied against current sewer rates and becomes your constant sewer charge for 12 months beginning April 1, 2009.
- New customers to the system will be charged the city-wide residential average usage of 9,400 gallons until their own independent winter average has been established.

*Note: No garbage service or garbage fee will be billed to builders.

2) Water meter fees:

- a. ¾ inch (residential standard): \$330.00
- b. 1 inch: \$420.00
- c. 1 ½ inch: \$950.00
- d. 2 inch Turbine: \$1,125.00
- e. 2 inch Compound: \$1,615.00
- f. A price quote will be given by the public works department for meters over 2 inches.

- 3) Sewer connection fees:
 - a. 4 inch tie-in: \$150.00
 - b. 6 inch tie-in: \$300.00
 - c. 8 inch tie-in: \$500.00

- 4) Sewer taps and water taps:
 - 100% of Cost for Installation + Sewer Connection Fee + Meter Fee

- 5) Hydrant meter rental:
 - a. Deposit \$1500.00, refundable upon return of meter in working condition.
 - b. Water Fee - \$100.00 + \$3.00 per 1,000 gallons used.
 - c. Water readings will be given to the city customer service department on a weekly basis or a \$500 penalty may result.

(Ord. No. 09-10-817, § 3(Exh. A), 10-5-2009; Ord. No. 11-05-880, § 3, 5-17-2011; Ord. No. 11-05-880, § 3, 5-17-2011; Ord. No. 12-10-924, § 3, 11-1-2012)

FOOTNOTE(S):

⁽⁷⁰⁾ **Editor's note**— Printed herein is the city's fee schedule, as adopted by Ordinance No. 09-04-792, on April 20, 2009. Amendments to the fee schedule are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings have been corrected without notation. For stylistic purposes, headings and catch lines have been made uniform and the same system of capitalization, citation to state statutes and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.

ORDINANCE NO. 13-04-949

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, ADMENDING ORIDNANCE 09-10-817, EXHIBIT A: FEE SCHEDULE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, the City Council has previously adopted a Fee Schedule on October 5, 2009; and

WHEREAS, the City Council amended the fee schedule on March 22, 2010, January 4, 2011, March 1, 2011, May 17, 2011 July 19, 2011, April 3, 2012, and November 1, 2012 ; and

WHEREAS, City Council desired to amend the Fee Schedule to reflect the charges which may be assessed given recent legislative changes

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. The City Manager is authorized to waive any fee contained in this Fee Schedule which is determined by the City Manager to be in the best interest of the City of Murphy, Texas.

Section 3. That the Fee Schedule, attached hereto as *Exhibit A* is hereby adopted.

Section 4. 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 this 16th day of April, 2013.

ATTEST:

Bret M. Baldwin, Mayor
City of Murphy

Kristi Gilbert, City Secretary
City of Murphy

EXHIBIT A

City of Murphy, Texas Fee Schedule Ordinance 13-04-949

The following schedule of fees shall apply to the permits, licenses, services and programs provided by the City of Murphy. In the occasion the City must hire an outside service or consultant to perform any of these services or any unlisted service, the City may charge the applicant 100% of the outside service or consultant charges including actual costs, administrative and overhead costs.

Exhibit A

Section 1.2 – Alcohol beverage permits

- Change all permit renewals to a bi-annual basis
- Add: Wine & Beer Retailer’s Permit and corresponding State and City fees
- Add: Mixed Beverage Late Hours Permit and corresponding State and City fees
- Add: Mixed Beverage Permit and corresponding State and City fees

Section 1.3 – Amusement and entertainment permits

- Delete line item #5 Temporary Structures, Tents or Canopies from this section and move to Section 3.4 – Fire and Safety permits.

Section 2.1 – Building/Construction Plan Review Fees

- Permit Replacement Fee: Increased from \$15 to \$25
- Re-stamp Fee minimum: Increased from \$15 to \$30

Section 2.2 – Building, Construction and Trades Inspection Fees

- 1.a) Add: “with the exception of any Public Works failed inspection \$100 for the first and each additional failed inspection” after No charge for first failed inspection.

Section 2.4 – City Payment Charges

- Returned Check Fee: Increased from \$25 to \$35

Section 2.5 – Contractor Registration Fees

- Add a seventh line to table: Third Party Energy Contractors \$100

Section 3.1 – Emergency Services

- Change heading to read: Emergency Medical Services

Section 3.2 – Fire Alarm, Fire Line and Sprinkler Plan Review Fees

- Add: Initial Installation/Finish out of Fire alarm and corresponding fees
- Add: Initial Installation/Finish out of Fire sprinkler and corresponding fees
- Add: Stand pipe system and corresponding fees
- Add: Re-stamp, provide lost plans or addend a project after permit has been issued and corresponding fees
- Add: Work started without a permit and corresponding fees

Section 3.4 – Fire and Safety Permits

- Increase all \$50 fees to \$100
- Change: Permit Period for line item #9 from 1 month to quarter
- Add: Greater than 200 sq. ft. to line item #41 description
- Add Line item #45: Tank or fuel line repair and corresponding fees
- Add Line item #46: Tank or fuel line removal and corresponding fees
- Add Line item #47: Environmental Site Assessment and corresponding fees

Section 6.3 – Parks and Recreation Usage Fees

- Delete: Park reservations table
- Add: (Rooms 117 OR 118) to Community Center Meeting Rooms heading; first table
- Add: (Rooms 117 AND 118) to Community Center Meeting Rooms heading; second table

Section 6.4 – Police Reports

- Change: Criminal history check, to Background Check

Section 7.1 – Public Information Requests

- Change: VHS video cassette at \$2.50 to Digital Video Disk (DVD) at \$3.00

Section 8.1 – Sign Permits

- Builder, developer, or model home sign: Increase fee from \$125/6mo.s to \$250/12mo.s
- Special purpose temporary free standing: Increase fee from \$125/6mo.s to \$250/12mo.s
- Temporary construction sign: Increase fee from \$125/6mo.s to \$250/12mo.s
- Temporary for sale or lease sign: Increase fee from \$125/6mo.s to \$250/12mo.s
- Temporary promotional event: Change fee from \$125/60days to \$75/7days
- Temporary promotional banner: Change fee from \$75/60days to \$50/7days

Section 8.3 – Solid waste collection and disposal

Residential Pickup

- Insert table reflecting residential solid waste/recycling fees

Cart Fee (95 gallon trash and 95 gallon recycling bin)	\$12.62*/Mo.
Additional Cart Fee	\$10.00/Mo.
Unusual Accumulations (4-12 cubic yards)	\$25.00/Lift
Special Collections (12+ cubic yards)	\$125/hr+\$25/ton
Unscheduled Household hazardous Waste/E-Waste Collection	\$125 Call Out +Cost of disposal

*5% franchise fee will be added to the cart fee (\$12.62 + \$0.63 = \$13.25)

Commercial Pickup

- Insert table reflecting commercial pickup of solid waste/recycling fees

For the weekly manual or automated solid waste collection

Commercial or Industrial Unit utilizing one (1) Polycart	\$24.50/mo.
Commercial or Industrial Unit utilizing two (2) Polycarts	\$32.30/mo.
Commercial or Industrial Unit utilizing three (3) Polycarts	\$40.10/mo.

For the weekly collection of recyclable materials

Commercial or Industrial Unit utilizing one (1) Polycart	\$5.00/mo.
Commercial or Industrial Unit utilizing one (1) 6-yard dumpster	\$50.00/mo.
Commercial or Industrial Unit utilizing one (1) 8-yard dumpster	\$65.00/mo.
Commercial or Industrial Unit utilizing a Recycling Compactor	\$195.00/haul

Commercial Pickup requiring front-load containers

- Insert table reflecting fees based on container size and lifts per week

COMMERCIAL RATE SCHEDULE

CONTAINER

Lifts Per Week -Monthly Service Rates

SIZE	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$66.15	\$116.10	\$163.35	\$197.10	\$244.35	\$291.60	\$30.00
3 Cubic Yd	\$76.65	\$137.70	\$191.70	\$245.70	\$313.20	\$380.70	\$35.00
4 Cubic Yd	\$99.90	\$174.15	\$248.40	\$322.65	\$396.90	\$471.15	\$40.00
6 Cubic Yd	\$120.15	\$207.90	\$295.65	\$383.40	\$471.15	\$558.90	\$45.00
8 Cubic Yd	\$140.40	\$234.90	\$337.74	\$450.32	\$562.90	\$625.48	\$50.00

Commercial Pickup utilizing Roll-Off Containers

- Insert table reflecting fees based on container size, Haul, Daily Rent, Disposal and Delivery/Exchange fee

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS			
	HAUL	DAILY RENT	DISPOSAL	Delivery/Exchange Fee
20 Cubic Yd	\$230.00	\$3.00	\$35.00 per ton	\$75.00
30 Cubic Yd	\$230.00	\$3.00	\$35.00 per ton	\$75.00
40 Cubic Yd	\$230.00	\$3.00	\$35.00 per ton	\$75.00

Commercial or Industrial Units requiring the use of compactors

- Insert table reflecting fees based on container size, haul, and disposal fee

COMPACTOR RATE SCHEDULE

CONTAINER SIZE	COMPACTORS	
	HAUL	DISPOSAL
6 Cubic Yd	\$121.50	(included)
8 Cubic Yd	\$139.50	(included)
20 Cubic Yd	\$230.00	\$35.00 per ton
30 Cubic Yd	\$230.00	\$35.00 per ton
35 Cubic Yd	\$230.00	\$35.00 per ton
40 Cubic Yd	\$230.00	\$35.00 per ton

Section 8.5 – Swimming pool and spa permit

- Permit Replacement fee: Increased from \$15 to \$25

Section 8.6 – Temporary construction/job trailer permits

- Permit Replacement fee: Increased from \$15 to \$25

Section 9.1 – Water and Sewer Usage Rates

- Add: 4 inch meter at \$480

City Council Meeting
April 16, 2013

Issue

Consider and take action, if any, on a request for the institution of an Over 65 Tax Freeze.

Staff Resource / Department

James Fisher, City Manager

Summary

Resident James Tuskan has submitted a written request for the Council to consider a tax freeze on homesteaded property owned by citizens age 65 and older.

Background/History

The first year cities could institute the tax freeze was in 2004. Since that time, the following Collin County municipalities have instituted the tax freeze: Josephine, Lucas, Plano, Prosper, Sacshe, Weston and Wylie.

Action Requested / Staff Recommendation

Staff is recommending that action be postponed until the impact of the freeze can be fully evaluated during the budget process.

Attachments:

Request Letter from Mr. Tuskan.

RECEIVED

APR 01 2013

April 1, 2013

City Manager's Office

City of Murphy

206 Murphy

Murphy, Texas 75094

04-01-13 A10:29 RCVD 

Attention: James Fisher – City Manager

Dear Mr. Fisher

After my request to Linda Truitt regarding that a "Senior Citizen Property Tax Freeze" be adopted, I am now asking that such a "Freeze" be acted upon.

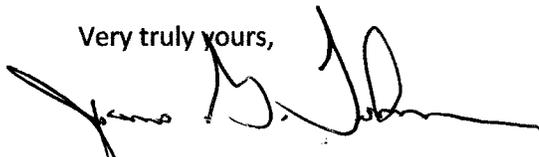
I received an e mail (you were also copied) outlining what line of action was required. I have attached my letter to the City Council along with a copy of the "Texas property Tax Code, Section 11.261" as she (Linda Truitt) referred to me in her e mail.

On behalf of the Senior Citizens of Murphy and Myself I am requesting that you present the required document to the City Council for them to pass a City Ordinance creating a "Senior Citizen Property Tax Freeze".

To my knowledge this letter and my attachments is all that is required on my part; however should anything else be required please let me know and I will be glad to comply.

Thank you for your immediate action in this matter.

Very truly yours,



James G. Tuskan

536 Chalk Hill Lane

Murphy, Texas

Phone # 214-549-6664

E mail: jtomni@verizon.net

April 1, 2013

City of Murphy

206 Murphy Road

Murphy , Texas 75094

Subject: Senior Citizen Property Tax Freeze

City Council Members,

After consulting with Linda Truitt(City Finance Director for the City of Murphy) regarding the above subject matter Ms Truitt informed me that an "Ordinance granting this tax limitation" would have to be passed by the City Council.

I am requesting that like most if not all of the neighboring cities have adopted the same tax limitation for 65 and over citizens and that the City of Murphy Texas should act in favor of the senior citizens of Murphy.

I have attached a copy of the "Texas Property Tax Code, Section 11.261" pertaining to this subject matter for the City Council to at upon.

Thank you for your immediate attention regarding this request.

Very truly yours,

A handwritten signature in black ink, appearing to read "James G. Tuskan", is written over a horizontal line.

James G. Tuskan

536 Chalk Hill Lane

Murphy, Texas 75094

Phone # 214-549-6664

E mail: jtomni@verizon.net

TEX TX. CODE ANN. § 11.261 : Texas Statutes - Section 11.261: LIMITATION OF COUNTY, MUNICIPAL, OR JUNIOR COLLEGE DISTRICT TAX ON HOMESTEADS OF DISABLED AND ELDERLY

Search TEX TX. CODE ANN. § 11.261 : Texas Statutes - Section 11.261: LIMITATION OF COUNTY, MUNICIPAL, OR JUNIOR COLLEGE DISTRICT TAX ON HOMESTEADS OF DISABLED AND ELDERLY

- [Search by Keyword or Citation](#)

(a) This section applies only to a county, municipality, or junior college district that has established a limitation on the total amount of taxes that may be imposed by the county, municipality, or junior college district on the residence homestead of a disabled individual or an individual 65 years of age or older under Section 1-b(h), Article VIII, Texas Constitution.

(b) The tax officials shall appraise the property to which the limitation applies and calculate taxes as on other property, but if the tax so calculated exceeds the limitation provided by this section, the tax imposed is the amount of the tax as limited by this section, except as otherwise provided by this section. The county, municipality, or junior college district may not increase the total annual amount of ad valorem taxes the county, municipality, or junior college district imposes on the residence homestead of a disabled individual or an individual 65 years of age or older above the amount of the taxes the county, municipality, or junior college district imposed on the residence homestead in the first tax year, other than a tax year preceding the tax year in which the county, municipality, or junior college district established the limitation described by Subsection (a), in which the individual qualified that residence homestead for the exemption provided by Section 11.13(c) for a disabled individual or an individual 65 years of age or older. If the individual qualified that residence homestead for the exemption after the beginning of that first year and the residence homestead remains eligible for the exemption for the next year, and if the county, municipal, or junior college district taxes imposed on the residence homestead in the next year are less than the amount of taxes imposed in that first year, a county, municipality, or junior college district may not subsequently increase the total annual amount of ad valorem taxes it imposes on the residence homestead above the amount it imposed on the residence homestead in the year immediately following the first year, other than a tax year preceding the tax year in which the county, municipality, or junior college district established the limitation described by Subsection (a), for which the individual qualified that residence homestead for the exemption.

(c) If an individual makes improvements to the individual's residence homestead, other than repairs and other than improvements required to comply with governmental requirements, the county, municipality, or junior college district may increase the amount of taxes on the homestead in the first year the value of the homestead is increased on the appraisal roll because

of the enhancement of value by the improvements. The amount of the tax increase is determined by applying the current tax rate to the difference between the appraised value of the homestead with the improvements and the appraised value it would have had without the improvements. A limitation provided by this section then applies to the increased amount of county, municipal, or junior college district taxes on the residence homestead until more improvements, if any, are made.

(d) A limitation on county, municipal, or junior college district tax increases provided by this section expires if on January 1:

(1) none of the owners of the structure who qualify for the exemption provided by Section 11.13(c) for a disabled individual or an individual 65 years of age or older and who owned the structure when the limitation provided by this section first took effect is using the structure as a residence homestead; or

(2) none of the owners of the structure qualifies for the exemption provided by Section 11.13(c) for a disabled individual or an individual 65 years of age or older.

(e) If the appraisal roll provides for taxation of appraised value for a prior year because a residence homestead exemption for disabled individuals or individuals 65 years of age or older was erroneously allowed, the tax assessor for the applicable county, municipality, or junior college district shall add, as back taxes due as provided by Section 26.09(d), the positive difference, if any, between the tax that should have been imposed for that year and the tax that was imposed because of the provisions of this section.

(f) A limitation on tax increases provided by this section does not expire because the owner of an interest in the structure conveys the interest to a qualifying trust as defined by Section 11.13(j) if the owner or the owner's spouse is a trustor of the trust and is entitled to occupy the structure.

(g) Except as provided by Subsection (c), if an individual who receives a limitation on county, municipal, or junior college district tax increases provided by this section subsequently qualifies a different residence homestead in the same county, municipality, or junior college district for an exemption under Section 11.13, the county, municipality, or junior college district may not impose ad valorem taxes on the subsequently qualified homestead in a year in an amount that exceeds the amount of taxes the county, municipality, or junior college district would have imposed on the subsequently qualified homestead in the first year in which the individual receives that exemption for the subsequently qualified homestead had the limitation on tax increases provided by this section not been in effect, multiplied by a fraction the numerator of which is the total amount of taxes the county, municipality, or junior college district imposed on the former homestead in the last year in which the individual received that exemption for the former homestead and the denominator of which is the total amount of taxes the county, municipality, or junior college district would have imposed on the former homestead in the last year in which the individual received that exemption for the former homestead had the limitation on tax increases provided by this section not been in effect.

(h) An individual who receives a limitation on county, municipal, or junior college district tax increases under this section and who subsequently qualifies a different residence homestead in the same county, municipality, or junior college district for an exemption under Section 11.13, or an agent of the individual, is entitled to receive from the chief appraiser of the appraisal district in which the former homestead was located a written certificate providing the information necessary to determine whether the individual may qualify for a limitation on the subsequently qualified homestead under Subsection (g) and to calculate the amount of taxes the county, municipality, or junior college district may impose on the subsequently qualified homestead.

(i) If an individual who qualifies for a limitation on county, municipal, or junior college district tax increases under this section dies, the surviving spouse of the individual is entitled to the limitation on taxes imposed by the county, municipality, or junior college district on the residence homestead of the individual if:

(1) the surviving spouse is disabled or is 55 years of age or older when the individual dies; and

(2) the residence homestead of the individual:

(A) is the residence homestead of the surviving spouse on the date that the individual dies; and

(B) remains the residence homestead of the surviving spouse.

(j) If an individual who is 65 years of age or older and qualifies for a limitation on county, municipal, or junior college district tax increases for the elderly under this section dies in the first year in which the individual qualified for the limitation and the individual first qualified for the limitation after the beginning of that year, except as provided by Subsection (k), the amount to which the surviving spouse's county, municipal, or junior college district taxes are limited under Subsection (i) is the amount of taxes imposed by the county, municipality, or junior college district, as applicable, on the residence homestead in that year determined as if the individual qualifying for the exemption had lived for the entire year.

(k) If in the first tax year after the year in which an individual who is 65 years of age or older dies under the circumstances described by Subsection (j) the amount of taxes imposed by a county, municipality, or junior college district on the residence homestead of the surviving spouse is less than the amount of taxes imposed by the county, municipality, or junior college district in the preceding year as limited by Subsection (j), in a subsequent tax year the surviving spouse's taxes imposed by the county, municipality, or junior college district on that residence homestead are limited to the amount of taxes imposed by the county, municipality, or junior college district in that first tax year after the year in which the individual dies.

Added by Acts 2003, 78th Leg., ch. 396, Sec. 1, eff. Jan. 1, 2004.

LIMITATION OF SCHOOL TAX ON HOMESTEADS OF ELDERLY OR DISABLED

City Council Meeting April 16, 2013

Issue

Discussion and update on the Timbers Nature Preserve Park and Trail project, FEMA and Section 404 permits, and Trail Construction.

Staff Resource / Department

Wade Peterson, HOK Park Planner and Kim Lenoir, Director of Parks and Public Works

Key Focus Area

Community Character and 2008 Park Bond Project

Summary

City staff has met with representatives from Oncor several times since Fall 2012 to discuss the trail location in the Oncor right-of-way owned land. At the last meeting on April 3, 2013, City staff and Oncor agreed upon the concept of a low-water crossing instead of a bridge. Also, it was discussed to grade out the channel that carries storm water from residential areas, across the Oncor ROW, and into the pond at the Timbers Nature Preserve Park. The grading will allow Oncor continued access throughout the ROW.

City staff has asked our consultant, HOK, to present an update on the permitting process, an overview of the Oncor trail, and the next steps in the project.

Background/History

The City's master plan was completed in December 2010. HOK was hired as our consultant to proceed with analyzing the drainage issues only.

On October 4, 2011, HOK presented the City Council with findings to correct the drainage issues in the parks. The findings included the need for more surveying, a study, and a letter of map revision prepared for FEMA. City Council approved the additional work to proceed with permitting the new construction with FEMA and the U.S. Corps of Engineers (USCOE). Permits have been received. City Council authorized HOK to proceed with construction plans for the Timbers Nature Preserve Park (TNPP) project. The councilmembers discussed priorities as being drainage improvements/management, ball fields, trails, and for the Bunny Run area to stay natural. HOK agreed to take that direction and revise the park plans to meet those goals. Council requested that HOK work with the Park and Recreation Board.

On April 17, 2012, the City Council approved the revised park design and authorized submittal of the required permits. The last update was presented to Council on September 4, 2012. Since that date, permits have been received and trail revisions for the Oncor easement have been reviewed. TNPP is a 2008-funded project now ready for the final construction document phase, followed by bidding and construction.

Financial Considerations

On March 6, 2012, City Council designated monies from the 2008 Park Bond funds and the 2008 Trail Bond funds. A Collin County Trail grant was also approved in October 2012.

Action Requested / Staff Recommendation

Discussion only.

City Council Meeting April 16, 2013

Issue

Consider and take appropriate action regarding the Advance Funding Agreement and the Interlocal Agreement for the construction of Betsy Lane.

Staff Resource / Department

James Fisher, City Manager
Gary Hendricks, P.E., R.P.L.S., City Engineer

Key Focus Area

Mobility and Infrastructure

Summary

The City of Murphy adopted a Thoroughfare Plan in 2002 that listed three major arterial roadways: FM 544, Murphy Road, and Betsy Lane. These major arterials are approximately 120 feet in width: 16 feet on each side, 72 feet for all lanes, and 16 feet for a center median. FM 544 and Murphy Road (once completed in Spring 2015) are the only two roads that come close to meeting that criteria. Betsy Lane is constructed, between North Murphy Road and our western City limits, to the standards of a "Type B – Secondary Arterial" roadway, which is approximately 84 feet in width: 10 feet on each side, 48 feet for all lanes, and 16 feet for a center median. Betsy Lane from North Murphy Road east to McCreary Road is only a two-lane road at this time. It is my understanding that the City allowed developers to participate in the construction of these two northern lanes and the City would build the two southern lanes at a later date.

Last Fall 2012, Gary Hendricks and I became aware of the possibility of additional funds that may become available from surplus revenue on SH 121 toll project. Gary and I worked diligently with Tracy Homfeld, P.E. of Collin County, to get Betsy Lane into the funding mix. The City listed Betsy Lane as a road of regional significance and not only asked for our funding, but also funding for Wylie. Wylie was not funded this cycle, but we are supporting their future requests.

The City received notice from the State in February 2013 that it had received funding in the amount of \$3,200,600: the State would fund \$2,560,480 and the City would fund 20% of the \$3,200,600, or \$640,120. During the initial project funding discussions with Collin County, the City asked if the 2007 Collin County Bond Funds that allocated funds for Betsy could be used as Murphy's funding requirement. In March 2013, the City was advised that yes, we could use these funds.

Financial Considerations

The total project cost is approximately \$3,200,600: \$2,560,480 funded by surplus revenue on the SH 121 toll project, and \$640,120 from the 2007 Collin County Bond Funds. The City of Murphy will have staff time dedicated to this project, but no actual dollars at this time.

Action Requested

Approve the Advance Funding Agreement between the State of Texas and the City of Murphy for the construction improvements of Betsy Lane between Murphy Road and McCreary Road, and authorize the City Manager to execute the Agreement.

City Council Meeting
April 16, 2013

Approve the Interlocal Agreement between Collin County and the City of Murphy concerning the construction of Betsy Lane from FM 2551 (North Murphy Road) to McCreary Road and authorize the Mayor to execute the Agreement.

Attachments

- 1) Interlocal Agreement Between Collin County and the City of Murphy Concerning the Construction of Betsy Lane from FM 2551 (North Murphy Road) to McCreary Road, 2007 Bond Project #07-053
- 2) Advance Funding Agreement for a Project Using Funds Held in the State Highway 121 Subaccount

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF MURPHY
CONCERNING THE CONSTRUCTION OF BETSY LANE FROM FM 2551 (NORTH MURPHY ROAD) TO
MCCREARY ROAD
2007 BOND PROJECT #07-053**

WHEREAS, the County of Collin, Texas (“County”) and the City of Murphy, Texas (“City”) desire to enter into an agreement concerning the construction of Betsy Lane from FM 2551 (North Murphy Road) to McCreary Road in Murphy, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City of Murphy was awarded 2007 Bond Funding for Betsy Lane from FM 2551 (North Murphy Road) to McCreary Road, Bond Project #07-053; and

WHEREAS, the Betsy Lane project from FM 2551 (North Murphy Road) to McCreary Road was awarded \$2,560,480 in Regional Toll Revenue (RTR) Funding by the Regional Transportation Council (RTC), for Engineering, Right-of-Way and Construction, on October 11, 2012 and concurred by the Texas Department of Transportation Commission on January 31, 2013. This funding requires a twenty percent (20%) local match of \$640,120; and

WHEREAS, the City and the County have determined that the improvements may be completed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City. The design shall also meet any state requirements.

WITNESSETH:

ARTICLE I.

The City shall arrange to design and construct improvements to Betsy Lane from FM 2551 (North Murphy Road) to McCreary Road, hereinafter called the “Project.” The Project shall consist of design and construction of one mile of the south two lanes of Betsy Lane (25-foot back-to-back) of a four lane divided thoroughfare with underground storm drainage system. The north two lanes have previously been constructed. The Project includes sidewalks, street lighting, limited landscape improvements, irrigation and signage. The Project shall also consist of design and construction of the south half of a 260-foot bridge over Maxwell Creek, including construction of a portion of the regional trail system over and under the Betsy Lane bridge at Maxwell Creek. The two north lanes of the Betsy Lane bridge at Maxwell Creek have previously been constructed.

All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids, and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

The City shall also acquire approximately 4 acres of real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be \$3,200,600. The County agrees to fund \$640,120. The County shall remit the funding to the City within thirty (30) days after the City executes an engineering contract and the City requests payment, or upon the availability of bond funds for this Project, whichever occurs later. At the completion of the Project, in its entirety, the City shall provide a final accounting of expenditures. If the actual cost of the Project is less than the estimated cost of \$3,200,600 and the County has participated up to fifty percent (50%) of the actual cost of Project, then the City shall reimburse the County such that the County is only participating fifty percent (50%). The total cost of the Project shall include land acquisition, engineering, construction, inspection, testing, and construction administration costs including contingencies.

ARTICLE V.

The County's funding participation in the Project shall not exceed \$640,120.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

The City and the County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties nor signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: Keith Self
Title: County Judge
Date: _____
Executed on this ____ day of _____, 2013
By the County of Collin, pursuant to Commissioners'
Court Order No. _____.

ATTEST:

By: _____
Name: Kristi Gilbert
Title: City Secretary
Date: _____

CITY OF MURPHY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____
Executed on behalf of the City of
Murphy pursuant to City Council
Resolution No. _____.

APPROVED AS TO FORM:

By: _____
Name: Andy Messer
Title: City Attorney
Date: _____

CSJ: 0918-24-200

PROJECT: Betsy Lane

Limits: From North Murphy Road To McCreary Road

District: 18-Dallas

Code Chart: 29400

Funding Category: 3-RTR (SH 121 Subaccount)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY 121 SUBACCOUNT**

City Street Improvements

(Off State System)

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), the City of Murphy, (Local Government), collectively, the "Parties."

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County ("SH 121 payments"); and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 121 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the "Commission") approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

CSJ: 0918-24-200

PROJECT: Betsy Lane

Limits: From North Murphy Road To McCreary Road

District: 18-Dallas

Code Chart: 29400

Funding Category: 3-RTR (SH 121 Subaccount)

WHEREAS, the Local Government has requested money from the SH 121 Subaccount for: the widening of a two-lane to a four-lane divided urban road including construction of a bridge at Maxwell Creek on Betsy Lane from North Murphy Road to McCreary Road in the City of Murphy (CSJ 0918-24-200) (Project); the RTC has selected the Project to be funded from the SH 121 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money in Minute Order 113473, dated January 31, 2013; and

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 121 Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project FundingThe State will pay money to the Local Government from the SH 121 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 25 of the Texas Department of Transportation bill pattern in House Bill 1, 82th Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 121 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2013 Fiscal Year began September 1, 2012).

CSJ: 0918-24-200

PROJECT: Betsy Lane

Limits: From North Murphy Road To McCreary Road

District: 18-Dallas

Code Chart: 29400

Funding Category: 3-RTR (SH 121 Subaccount)

Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 121 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 121 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 121 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 121 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 121 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities.

CSJ: 0918-24-200**PROJECT:** Betsy Lane**Limits:** From North Murphy Road To McCreary Road**District:** 18-Dallas**Code Chart:** 29400**Funding Category:** 3-RTR (SH 121 Subaccount)**Article 7. Procurement and Contracting Process**

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the project files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities.

Article 11. Compliance with Laws, Environmental Review and Public Involvement

The Local Government shall ensure that the Project complies with all environmental review and public involvement requirements applicable to the Local Government under State and Federal law in connection with the project including, but not limited to, 43 T.A.C. Section 2.41 et seq. Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

CSJ: 0918-24-200

PROJECT: Betsy Lane

Limits: From North Murphy Road To McCreary Road

District: 18-Dallas

Code Chart: 29400

Funding Category: 3-RTR (SH 121 Subaccount)

Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

Article 14. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

Article 16. Maintenance

The Local Government shall be responsible for maintenance of the Project.

Article 17. Responsibilities of the Parties

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.

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PROJECT: Betsy Lane

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District: 18-Dallas

Code Chart: 29400

Funding Category: 3-RTR (SH 121 Subaccount)

- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.
- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Murphy Attn: City Manager 206 North Murphy Road Murphy, Texas 75094	Texas Department of Transportation Attn: Director of Contract Services Office 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At

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the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 121 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

CSJ: 0918-24-200**PROJECT:** Betsy Lane**Limits:** From North Murphy Road To McCreary Road**District:** 18-Dallas**Code Chart:** 29400**Funding Category:** 3-RTR (SH 121 Subaccount)**Article 24. Amendments**

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

Article 25. Termination

The Agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- by the State if the Local Government does not let the construction contract for the Project within one year after the State first provides 121 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- by the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement.

Article 26. Work by Debarred Person

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

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Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this Agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
Janice Mullenix
Director of Contract Services Office

Date _____

THE LOCAL GOVERNMENT – CITY OF MURPHY

By: _____
James Fisher
City Manager

Date _____

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ATTACHMENT A
Payment Provision and Work Responsibilities

For CSJ# 0918-24-200, the State will pay \$2,560,480 from the SH 121 Subaccount for: the widening of a two-lane to a four-lane divided urban road including construction of a bridge at Maxwell Creek on Betsy Lane from North Murphy Road to McCreary Road in the City of Murphy.

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make payments for the following work in the following Fiscal Years:

PROJECT COSTS						
Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR) SH 121 Subaccount Funds Participation		Local Government Participation	
PE	2013	\$251,600	80%	\$201,280	20%	\$50,320
ROW	2013	\$286,000	80%	\$228,800	20%	\$57,200
Construction	2014	\$2,663,000	80%	\$2,130,400	20%	\$532,600
TOTAL		\$3,200,600		\$2,560,480		\$640,120

The Local Government required Local Match is \$640,120.

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

EFFECTIVE MONDAY, APRIL 29, 2013

 **CUSTOMER SERVICE**

Progressive Waste Solutions
2138 Country Lane
McKinney, Texas 75069

Contact (469) 452-8000
email: murphy@progressivewaste.com
www.progressivewaste.com

 **HOLIDAYS**

Progressive Waste Solutions observes the following holidays:

- | | |
|------------------|------------------|
| New Years Day | Independence Day |
| Memorial Day | Labor Day |
| Thanksgiving Day | Christmas Day |

When a holiday occurs, trash and recycle services will be delayed by one day. For example, if Christmas Day is observed on a Thursday, Thursday service will move to Friday, and Friday service will move to Saturday. The pick up schedule will not change on any other holiday not listed above.



TRASH & RECYCLE CHANGE NOTICE


Progressive
Waste Solutions
2138 Country Lane
McKinney, Texas 75069
(469) 452-8000



Progressive
Waste Solutions

Effective Monday, April 29, 2013



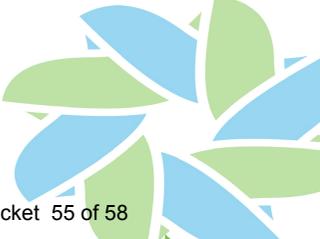
CITY OF _____
MURPHY
LIFE LIVED AT YOUR PACE

**Weekly Residential
Trash &
Recycling
Services**

Progressive Waste Solutions
2138 Country Lane
McKinney, Texas 75069

Contact (469) 452-8000
email: murphy@progressivewaste.com
www.progressivewaste.com

EFFECTIVE MONDAY, APRIL 29, 2013



WEEKLY RESIDENTIAL TRASH AND RECYCLING SERVICES

***Progressive provides Murphy with weekly trash and recycling services (including cart) as well as weekly bulk waste pick up services ***

TRASH Service Details

Progressive Waste Solutions provides residents with weekly trash cart collection and bulky waste collection. **PLEASE have your trash cart(s) & bulky items at the curb by 7:00 AM on your scheduled pickup day. Please make sure no loose items are outside of the cart.** Pickup days are outlined on the enclosed city map.

BULK WASTE & BUNDLED BRUSH

As a regular service, Progressive Waste Solutions provides weekly curbside bulky waste & bundled brush collection services to the residents of Murphy.

BULK / BRUSH GUIDELINES:

At no additional cost to residents, we will collect up to 4 cubic yards of the following with your weekly cart collection: bundled brush (cut into 4 foot lengths, tied /bundled, and not to exceed 50 lbs- see photo) and/or acceptable bulky waste items. **PLEASE make sure your bulky waste/ bundled brush items are stacked neatly by cart before 7:00 AM on your scheduled pickup day.**



1 Yard – 4 Yards = FREE

****What if I have more than 4 yards?*****

Bundled Brush/Acceptable Bulky Item volumes exceeding 4 cubic yards will result in the following fees being automatically billed to the resident.

Over 4 Yards = \$25.00/per 4 Yard Dump
+12 Yards = \$125.00/Hour + \$25.00/per ton

RECYCLING Service Details

Progressive Waste Solutions will provide weekly recycling services to the residents of Murphy. **PLEASE have your cart(s) & bundled cardboard at the curb by 7:00 AM on your scheduled day.**

Please ensure the following items are cleaned or rinsed before placing them into your blue 95 gallon recycle cart(s):

ACCEPTABLE RECYCLABLE ITEMS:

- Cardboard
- Plastic Containers
- Labeled #1, #2, #3, #4, #5, #7
(Ex. Milk Jugs, Water Bottles, Detergent Jugs)
- Glass Bottles (all colors)
- Cereal Boxes
- Phone Books
- Junk Mail
- Newspaper
- Office Paper
- Aluminum
- Steel and Tin
- *NEW ITEM*** - Clean Plastic Grocery Bags
(free of food waste)

UNACCEPTABLE/NON-RECYCLABLE ITEMS:

Styrofoam, Paperback & Hardbound books,
Food & Wet Waste, Toilet Paper & Paper
Towels, Food & Candy Wrappers,
Alkaline Batteries

CART INFORMATION

Progressive Waste Solutions will provide each resident with one (1) GREEN 95 gallon trash cart and one (1) BLUE 95 gallon recycle cart.

Additional carts are available upon request. See rate schedule below for details:

Additional Trash Cart = \$7.80 ea/Month

Contact Progressive Waste at (469) 452-8000 or email: murphy@progressivewaste.com for additional services.

-  **Green 95 gallon cart for trash**
-  **Blue 95 gallon cart for recycling**




Progressive
Waste Solutions

Additional Services

Twice per year, on the 2nd Saturday in April and October, Progressive Waste will conduct city-wide curbside collection of acceptable HHW & E-Waste materials. Residents should contact Progressive Waste at (469) 452-8000 or email: murphy@progressivewaste.com for packaging instructions and additional details.

Household Hazardous Waste (HHW)

Acceptable HHW Materials

Ammonia Based Cleaners, Acid-Based Cleaners, Cleaning Solvents, Drain & Oven Cleansers, Window Cleaners, Metal Polish, Fire Extinguishers, Floor Care Products, Furniture Polish & Varnish, Insect Sprays, Cooking Oil, Thermometers, Aerosol Cans, Pet Care Products, Spray, Latex & Oil Based Paint, Pool Shock Treatment, Pool Cleaners & Chlorine, Power Steering Fluid, Car Batteries & Battery Acid, Car Wax & Cleaners, Gasoline & Diesel Fuel, Kerosene & Lighter Fluid, Motor Oil & Oil Filters, Paint Stripper & Thinner, Primers, Turpentine, Transmission & Brake Fluid, Fertilizers, Antifreeze, Herbicide & Fungicide, Tires

HHW materials should be in a cardboard box or plastic bin, marked "HHW" with a permanent marker, and placed curbside by 7:00AM on the 2nd Saturday in April and October. Each container should not exceed 50 pounds or 10 gallons of household chemical waste.

Light Bulb Drop Off

Progressive Waste Solutions provides a drop box for light bulbs, available year-round at Murphy City Hall, 206 N. Murphy Rd., Murphy, Texas.

Electronic Waste (E-Waste)

Acceptable E-Waste Materials

Answering Machines, iPods or other MP3 Players, Tape Players, Automotive Electronics, Keyboards, Telephone Sets, Boom Boxes (Radios), Kitchen Appliances (small digital), Televisions, Cables/Wiring, Laptops, Timers, Calculators, Lead Acid Batteries, Transformers, Cathode Ray Tube Monitors, Main Frames, Turn Tables, CD/DVD Players, Mice (for computer), Video Game Systems, Cell Phones, Microwaves, Walkie Talkies, Chargers, Pagers, Digital Cameras, Copiers, Paper Shredders, Cordless Phones, Personal Computers (PC's), Printers, Electronic Typewriters, Radios, Electronic Scrap (parts), Receivers, Electronic Toys, Record Players, External Hard Drivers, Routers, Fax Machines, Scanners, Flat Screen/LCD/Plasma, Servers, GPS Units, Speakers, Hubs, Surge Protectors, Light Bulbs

E-Waste materials should be in a cardboard box or plastic bin, marked "E-Waste" with a permanent marker and placed curbside by 7:00AM on the 2nd Saturday in April and October.

Small Electronic Waste Drop Off

Murphy Middle School Environmental Club provides a drop box for small electronic waste year-round at Murphy City Hall, 206 N. Murphy Rd., Murphy, Texas.



Bi-annual curbside HHW & E-Waste collection will be provided at no cost to the residents of Murphy. Progressive Waste will provide HHW & E-Waste pickups outside of 2 x year scheduled collection at a fee of \$125.00 + cost of disposal on items collected.

Once a Month - Landfill Drop Off

Solid Waste services provided to the City of Murphy residents include free landfill access. Upon presentation of a current utility bill from the City of Murphy that matches either a driver's license or other form of acceptable picture identification, residents may dispose of up to five (5) cubic yards of household generated solid waste or bulk items per month free of charge.

Landfill Information: CM Hinton Regional Landfill

3175 Elm Grove Rd
Garland, Tx 75094
(972) 205-3670

Monday - Friday, 8:00 am - 4:30 pm
Saturday, 8:00 am - 3:00 pm
Sunday, Closed

Hours of operation can be impacted during rain events due to landfill road conditions. Please call (972) 205.3670 for more information.

Bi-Annual Clean up Events & Document Shredding Services

Twice per year, the City of Murphy will host clean up events on the 2nd Saturday in April and October for Murphy residents to dispose of unwanted bulky items. During these events, Progressive Waste will provide convenient sensitive document shredding services.





Residential Routes

Progressive Waste Solutions will begin servicing residential routes within the City of Murphy at 7:00 AM and will cease at 7:00 PM. Routes run in the City Limits 5 days per week (Monday – Friday) except on holidays. See map on opposite side of page for your pickup day. Contact (469) 452-8000 or email: murphy@progressivewaste.com with any routing or service related questions.



More About Us

Material Recovery Facility (MRF)

Progressive Waste Solutions has built the first privately funded LEED certified Single Stream Material Recycling Facility in North America. The facility processes in excess of 60 Million pounds of recyclables a year right here in Collin County!

Call our recycling coordinator for further information and/or to schedule a group tour at (469) 452-8000 or email: murphy@progressivewaste.com



Compressed Natural Gas (CNG)



ProgressiveWaste Solutions is proud to announce the utilization of Natural Gas Powered (CNG) vehicles for residential service in Murphy. Natural Gas vehicles produce 30% less emissions than normal diesel powered engines while using a DOMESTIC energy source.

