



MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
MARCH 15, 2011 AT 6:00 PM
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on March 15, 2011 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

Bret Baldwin
Mayor

ROLL CALL & CERTIFICATION OF A QUORUM

John Daugherty
Mayor Pro Tem

PRESENTATIONS

Colleen Halbert
Deputy Mayor Pro Tem

- Presentation of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2010 - Neil Conway, Conway Company CPAs, P.C. and Linda Truitt, Finance Director

Dennis Richmond
Councilmember

- Monthly Financial Report – Linda Truitt

Scott Bradley
Councilmember

- Capital/Construction Projects Update –Kim Lenoir

Mike Daniel
Councilmember

- Police Department Annual Report – Chief Cox

Dave Brandon
Councilmember

PUBLIC COMMENTS

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. Approval of the Minutes from the March 1, 2011 Regular City Council Meeting.
- B. Consider and/or act upon approval of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2010.
- C. Consider and/or act upon approval of a resolution authorizing the City Manager to apply for the City of Murphy to become an affiliate member of Keep Texas Beautiful.

INDIVIDUAL CONSIDERATION

1. Consider and/or act upon approval of a resolution authorizing an Interlocal Agreement between the City of Murphy and Plano Independent School District for the Police/School Liaison Officer Program for the 2011-2012 school year.

James Fisher
City Manager

2. Consider and/or act upon the approval of the purchase of Electronic Control Devices (ECD), aka Tasers, for use by Police Officers of the Murphy Police Department, with related equipment.
3. Consider and/or act upon approval of a resolution authorizing the City Manager to execute an agreement to partner with fourteen residents in the Timbers Community to remove and construct a wood fence along the western property lines of the lots.
4. Consider and/or act upon approval of a resolution authorizing the City Manager to enter into a professional services contract with The HOK Planning Group of Dallas for The Timbers Nature Preserve Park and Trail Project.
5. Consider and/or act upon approval of a tiered water rate structure.
6. Discussion regarding the purpose and procedures for the Community Events Committee.
7. Discussion regarding establishing a Youth Advisory Commission.
8. Discussion regarding the Board and Commission appointment process.

CITY MANAGER/STAFF REPORTS

- March 21 –Deadline for Write-In Candidate
- March 22 – Deadline for Candidate Withdrawal
- March 31 – Strategic Objectives Session
- April 14 – Voter Registration Deadline
- April 22 – City Offices Closed in Observance of Good Friday
- April 28 – Board, Commission & Volunteer Appreciation Dinner
- May 3-4 MYGov Days
- May 6 3rd Annual Mock Trial for PACE students – Municipal Court
- May 2-10 Early Voting

EXECUTIVE SESSION

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

- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.

RECONVENE INTO REGULAR SESSION

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

- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.

ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, TX 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on March 11, 2012 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Aimee Nemer, TRMC, CMC
City Secretary

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

Issue

Consider and/or act upon approval of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2010.

Background

Section 7.18 of the City Charter requires the City Council to call for an independent audit of all accounts by a certified public accountant at the close of each fiscal year. The certified public accounting firm of Conway Company CPAs, P.C., conducted the independent annual financial audit for the 2009-2010 fiscal year. Conway Company CPAs, P.C. was selected to perform the annual independent audit through the Request for Proposals process for audit services during 2008. This is an independent auditor's report and analysis of the City's major funds and business type activities with accompanying financial statements. The audit report, with the auditor's recommendations, will be made to the City Council. Neil Conway of Conway Company CPAs, P.C. and Linda Truitt, Finance Director will present the comprehensive annual financial report and answer questions during the presentation prior to Council officially approving the audit.

Financial Considerations

At the end of the fiscal year, the unreserved fund balance for the General Fund is \$2,584,627 which represents 29% of total general fund expenditures for the fiscal year. There were increases in property tax, sales tax and licenses and permit revenues from the prior fiscal year. Revenues were greater than budgeted amounts primarily in the areas of sales tax, charges for services and fine revenues. Total General Fund expenditures were within 95% of budgeted amounts.

Unrestricted net assets of the Utility Fund at year end are \$1,768,644.

Staff Recommendation

Staff recommends approving the comprehensive annual financial report for the fiscal year ended September 30, 2010 as conducted by Conway Company CPAs, P.C., certified public accountants.

Attachments

- 1) Comprehensive Annual Financial Report (CAFR)

Linda Truitt, Finance Director
Submitted By

City Manager Approval

Issue

Consider and/or act upon approval of a resolution authorizing the City Manager to apply for the City of Murphy to become an affiliate member of Keep Texas Beautiful.

Background

The City Council approved a resolution in 2004 to become an affiliate member of Keep Texas Beautiful (KTB). KTB assists affiliates in mobilizing grassroots volunteers to address such issues as litter prevention (pollution control), solid waste management, recycling, beautification, and general community improvement. The City has paid the \$75 dues annually but never completed the application. An interdepartmental staff team, the *Green Team*, was formed in December 2010 to set in action a plan to complete the KTB application, training, and to become an affiliate member of Keep Texas Beautiful. Five staff members attended the KTB training in Denton and Greenville. The staff prepared a mission statement and goals. Becoming active members of KTB is also outlined as a performance goal of in the City of Murphy Storm Water Management Plan and Permit.

KTB also contracts with the Texas Department of Transportation (TXDOT) to manage the landscaping award program, where Murphy could qualify for up to \$160,000 in landscape award funds for streetscape projects on North Murphy Road and FM 544. The next application for the landscape award is due February 2012.

Financial Considerations

The Green Team requested minimal funds from the City recycle fund to promote the upcoming Great Texas Trash-Off, April 2.

Staff Recommendation

Staff recommends approval.

Attachments

- 1) Resolution
- 2) Project Budget
- 3) Keep Texas Beautiful Program Information
- 4) Green Team News
- 5) Great American Clean-up Flyer
- 6) Great Texas Trash-Off Flyer
- 7) Community Event Calendar

Kim Lenoir, Community Services Manager

Submitted By

City Manager Approval

RESOLUTION NO. 11-R-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY TO BECOME A MEMBER OF THE KEEP TEXAS BEAUTIFUL AFFILIATE PROGRAM

WHEREAS, the City Council desires to promote the development of a community wide beautification program to enhance the environment and educate the public on the importance of a clean environment; and

WHEREAS, the City Council wants to partner with Keep Texas Beautiful and apply to become a member of the affiliate program to assist with the development of a Keep Murphy Beautiful program; and

WHEREAS, the City of Murphy Storm Water Management Plan outlines developing a Keep Murphy Beautiful program as a performance goal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AS FOLLOWS:

SECTION 1. That the City Council hereby authorizes James Fisher, City Manager, of the City of Murphy, Texas, to execute the application and reports to become an affiliate of the Keep Texas Beautiful Program.

DULY RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 15th day of March, 2011.

APPROVED:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

3.1.2011 Updated Project Budget
 City of Murphy - Green Team Projects

	Budget	Encumbrances	Actual Expenses 3/2011	Total Encumbrances and Expenses 3/2011
1 Great Texas Trash-Off				
100 Volunteer T-Shirts	\$600.00	587.00		
2 Advertising - Free only - NR, Emails, Facebook, website				
3 Food - Lunch for 100	200.00			
4 Staff Event Shirts (8)	250.00			
5				
6				
7				
8				
9				
10				
11				
12				
13 Total Budget	\$1,050.00	Total Encumbrances & Expenses		\$0.00
14 Estimated				
15 Estimated Grand Total Expense	\$1,050.00			
FUNDING SOURCES				
20 Recycle Funds		2,000.00		
21				
22				
23				
24 Total Funding Available		2,000.00		
Estimated Grand Total Expense (Line 15)		\$1,050.00		
25 Total Available To Date For Alternatives		\$950.00		
*Alternate Priorities per Green Team recommendation				
Alt 1				
Alt 2				
26 Sub-Total Alternatives Recommended		\$0		
Alt 3				
Alt 4				
Alt 5				
27 Total Alternatives		\$0		
Project Contingency				
Current Available Alternatives		\$950		
28 Total Available Contingency		\$950		



INVOICE

Please complete information below; update as needed on www.ktb.org.

Affiliate: Affiliate Coordinator: Address: City/State/Zip:	Affiliate Since: Phone: Fax: Email: Website
---	--

Payment Method: Check Credit Card* Visa MasterCard American Express

Credit Card Information*: _____

Expiration Date: _____ CID # (MasterCard & Visa 3 digits on back of card; AmEx 4 digits on front of card) _____

*Dues can be paid online with a credit card. Go to www.ktb.org and login, verify the affiliate information, and click on "Pay Affiliate Dues" to be re-directed to our secure payment website.

2011 Annual Affiliate Fee Covers 1/1/2011-12/31/2011 Benefits of KTB Affiliation: Free or Discounted Trainings * Introduction to Keep Texas Beautiful * Guide to Affiliate Coordination * Basic Board Development * Fundraising 101 * KTB Programs * Volunteer Management * Discount registration to KTB conference Programs & Supplies * Pass-through grants for affiliates in Good Standing * Trash bags and other items for cleanups * Posters and banners for the Great American Cleanup * Volunteer incentives for registered cleanup events * Assistance with printing water way cleanup posters * Customized media releases and print ads Resources * Affiliates only resources and forums on www.ktb.org * Quarterly newsletter * Monthly newsletters * Program planning toolkits * Toll free number to call for assistance (1-800-CLEAN-TX) Networking * Access to a network of over 360 affiliates * Access to other organizations offering grant opportunities * Access to national programs	Date: 1/2011 \$75 Due: March 11, 2011 Who keeps Texas beautiful? Affiliates Do!
--	--

Please visit <http://www.ktb.org/affiliates/affiliate-requirements-for-goo.aspx> to review the requirements for Good Standing.

Please mail a copy of this invoice, with payment, to:
8850 Business Park Dr. #200 ☆ Austin, Texas 78759
1-800-CLEAN-TX ☆ Fax (512) 478-2640 ☆ www.ktb.org

Who Keeps Texas Beautiful? You do.

AFFILIATE PROGRAM

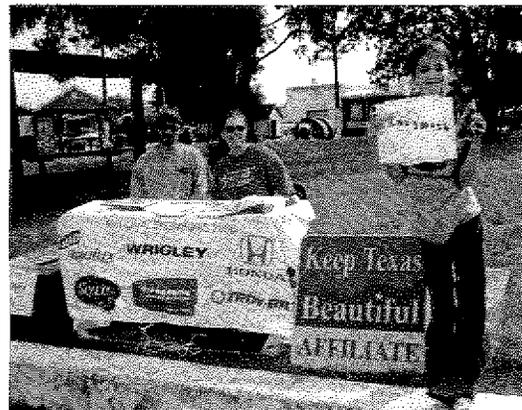
Everything You Need to Know about Building a Program in Your Town . . .

Keep Texas Beautiful's mission is to educate and engage Texans to take responsibility for improving their community environment.

Over 360 cities and counties make up a statewide network of community-based grassroots litter prevention and beautification programs in Texas. Through the Affiliate Program, KTB strives to provide organizational development assistance in order to establish stability and sustainability. Communities and counties of all sizes may benefit. This program can increase economic development, change visitors' perceptions, and change citizens' attitudes about litter prevention, waste reduction and beautification, with the ultimate goal to increase pride in the community.

Benefits

- ✓ Access to partner agencies including the Texas Department of Transportation, the Texas Commission on Environmental Quality, and other state agencies
- ✓ Access to a network of more than 360 city and county affiliates
- ✓ Recognition at annual conference
- ✓ Use of the KTB logo
- ✓ *Grassroots* newsletter
- ✓ Annual meeting discounts
- ✓ Free educational training
- ✓ Award programs to recognize efforts
- ✓ Communication and Education kits
- ✓ Free trash bags and volunteer incentives
- ✓ Affiliate Sign



Responsibilities of an Affiliate

- ✓ Submit a \$75 fee (due on an annual basis on March 16th)
- ✓ Organize a local citizen committee or board
- ✓ Complete a brief Annual Report
- ✓ Attend one KTB training session annually
- ✓ Participate in one KTB endorsed activity annually

Our program managers are dedicated to taking your community through the steps necessary to become a successful KTB affiliate so that you can create clean and beautiful places to live, work, and visit.

The KTB affiliate program has three major goals:

KTB's affiliate program has three major goals:

1. to increase an affiliate's interest in litter prevention, solid waste management and beautification
2. to enable affiliates already involved in the KTB program to fulfill their commitment
3. to encourage and help affiliates apply to the Keep America Beautiful system

When you become a Keep Texas Beautiful affiliate you gain access to the largest community improvement and grassroots environmental network in the state.

Keep Texas Beautiful



SERVICES TO AFFILIATES

Services are provided to KTB affiliates to enhance the effectiveness with which they maintain their leadership role in mobilizing grassroots volunteers to address such issues as litter prevention, solid waste management, recycling, beautification and general community improvement.

Training Assistance, Workshops and Seminars

KTB Staff conduct workshops or seminars throughout the state. Training opportunities include organizational training, funding resources, new coordinator training, board development, KTB/KAB education curricula workshops, and public/media relations. Affiliates have the opportunity to call on these experienced individuals for assistance in how to create and maintain a successful KTB program.

Annual Statewide Conference

The KTB annual conference includes statewide issue analysis, case studies and workshops on a variety of topics related to the KTB mission and affiliate program. National trends and issues, as well as presentation of the Governor's Community Achievement Awards, highlight conference offerings. The 38th Annual Conference will be held in Houston from June 27-30, 2005.

Awards

Each year, KTB and the Texas Department of Transportation team up to honor the best-of-the-best in grassroots environmental programming with the Governor's Community Achievement Awards (GCAA). GCAA winners in nine categories share \$2 million in prize money to be used towards highway landscaping projects. The KTB awards offer recognition for environmental efforts to organizations, youth, educators, volunteers and businesses in 37 categories.

Informational Mailings

KTB provides a monthly enews update on national and state happenings, training opportunities and program ideas. Other informational mailings are sent to the affiliate contact to promote KTB programs and events.

Grassroots

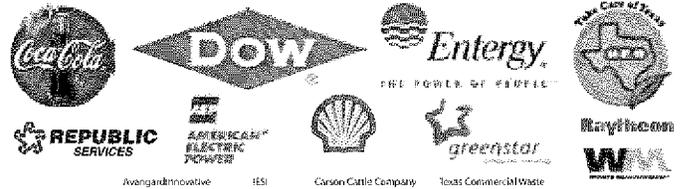
KTB's newsletter, Grassroots, highlights program and project ideas from affiliates, educational resources and national and state initiatives from KAB and KTB.

Products

Through partnerships with the Texas Department of Transportation, Texas Commission on Environmental Quality, and Keep America Beautiful, KTB is able to provide volunteer incentives, assistance with publicity and some printing. In addition, KTB is able to provide trash bags, banners and volunteer incentives for cleanup projects. These are shipped free-of-charge to affiliates.

Keep Texas Beautiful

KTB offers a variety of free trainings aimed at helping you strengthen and grow your organization. Visit www.ktb.org for specifics about our 2010-2011 training sessions and register for an event in your area! Send an email to training@ktb.org if you'd like to host a training in your city. It's easy, fun and a great way to highlight your affiliate!



TRAINING	FOCUS	RECOMMENDED FOR
Introduction to Keep Texas Beautiful and Guide to Affiliate Coordination	<ul style="list-style-type: none"> <input type="checkbox"/> Welcome and Introduction <input type="checkbox"/> Who and what is Keep Texas Beautiful <input type="checkbox"/> Keep America Beautiful and the Behavior-Based Approach <input type="checkbox"/> Programs overview <input type="checkbox"/> Organizational Check-up <input type="checkbox"/> Fundraising 	<ul style="list-style-type: none"> <input type="checkbox"/> New KTB Coordinators <input type="checkbox"/> Board Members <input type="checkbox"/> Community Leaders <input type="checkbox"/> Volunteers
Volunteer Management	<ul style="list-style-type: none"> <input type="checkbox"/> Identifying ways volunteers can help your program <input type="checkbox"/> Targeting and recruiting <input type="checkbox"/> The new age of volunteerism <input type="checkbox"/> Retaining and recognizing 	<ul style="list-style-type: none"> <input type="checkbox"/> KTB Coordinators <input type="checkbox"/> Board Members <input type="checkbox"/> Community leaders
KTB Youth Programs	<ul style="list-style-type: none"> <input type="checkbox"/> Overview of KTB youth programs <input type="checkbox"/> Ideas on how to involve youth in your community clean-ups, events and organization <input type="checkbox"/> Overview of inside and outside youth activities 	<ul style="list-style-type: none"> <input type="checkbox"/> KTB Coordinators <input type="checkbox"/> Board Members <input type="checkbox"/> Community volunteers
Basic Awards Training	<ul style="list-style-type: none"> <input type="checkbox"/> Tips and tools for writing award applications <input type="checkbox"/> Understanding the judging process <input type="checkbox"/> How to organize your community's award application 	<ul style="list-style-type: none"> <input type="checkbox"/> KTB Coordinators <input type="checkbox"/> Board Members <input type="checkbox"/> Community leaders <input type="checkbox"/> Anyone considering submitting an awards application
Advanced Awards Training	<ul style="list-style-type: none"> <input type="checkbox"/> Tips and tools for the seasoned applicant <input type="checkbox"/> How to bring dimension to your application <input type="checkbox"/> Sharing roundtable 	<ul style="list-style-type: none"> <input type="checkbox"/> KTB Coordinators who have submitted more than one GCAA/KTB application in the past <input type="checkbox"/> Affiliate Board Members
Grassroots Community Organization: Sustain and Grow	<ul style="list-style-type: none"> <input type="checkbox"/> Fundraising <input type="checkbox"/> Organization infrastructure <input type="checkbox"/> Roles & responsibilities of board members <input type="checkbox"/> Recruiting board members <input type="checkbox"/> Evaluating the board <input type="checkbox"/> Committees <input type="checkbox"/> Governance – best practices 	<ul style="list-style-type: none"> <input type="checkbox"/> KTB Coordinators <input type="checkbox"/> Board Members <input type="checkbox"/> Community leaders
Fundraising	<ul style="list-style-type: none"> <input type="checkbox"/> Raising Money –not easy but simple <input type="checkbox"/> Where to start <input type="checkbox"/> Cultivating major givers <input type="checkbox"/> Special events <input type="checkbox"/> Recognition 	<ul style="list-style-type: none"> <input type="checkbox"/> KTB Coordinators <input type="checkbox"/> Board Members <input type="checkbox"/> Community leaders <input type="checkbox"/> Volunteers
Social Media/Networking	<ul style="list-style-type: none"> <input type="checkbox"/> Use of social media tools and websites <input type="checkbox"/> Promote KTB and Affiliate Programs through social media <input type="checkbox"/> Mobilize volunteers through social media <input type="checkbox"/> Develop social media strategy 	<ul style="list-style-type: none"> <input type="checkbox"/> KTB Coordinators <input type="checkbox"/> Board Members <input type="checkbox"/> Community leaders <input type="checkbox"/> Volunteers
Community Recycling Programs	<ul style="list-style-type: none"> <input type="checkbox"/> Recycling overview <input type="checkbox"/> Recycling program options: basic to advanced <input type="checkbox"/> Funding options and partnerships <input type="checkbox"/> Program promotion, public outreach and education <input type="checkbox"/> Tracking and record-keeping 	<ul style="list-style-type: none"> <input type="checkbox"/> KTB Coordinators <input type="checkbox"/> Board Members <input type="checkbox"/> Community leaders <input type="checkbox"/> Volunteers



AFFILIATE RECOGNITION 2011

KTB affiliates may receive Good Standing, Silver or Gold Star recognition. Please review the requirements below.

Good Standing:

- Complete all requirements to move from provisional to official affiliate status by 3/11/2011
- \$75 annual dues paid by 3/11/2011
- Annual report completed and submitted by 3/11/2011
- Affiliate participation in one KTB-approved activity in 2010
- Coordinator or affiliate representative attended 4 hours of approved training in 2010

Silver Star recognition:

- All requirements for Good Standing met
- Must complete ONE of the following options:
 - Submission of 2010 GCAA application
 - Submission of **two** 2010 KTB Award applications
 - Complete a series of questions regarding your affiliate's educational programs

Gold Star recognition:

- All requirements for Good Standing met
- Provide a letter of support from an elected official, civic group, business or youth group that describes the value of your affiliate to the community. The letter must be dated between 1/1/2010 and 3/11/2011 and be written on letterhead. It may be scanned and emailed or mailed to the KTB office.
- Must complete TWO of the following four options:
 - Submission of 2010 GCAA application
 - Submission of **two** 2010 KTB Award applications
 - Complete a series of questions regarding your affiliate's educational programs
 - Complete a series of questions related to solid waste services and initiatives in your community

(Responses to questions must be descriptive, substantive, and, where applicable, quantitative.)

Recognition collateral materials, annual dues and annual report must be submitted online or postmarked by March 11, 2011.

Please complete the online recognition form, available at the following link: <http://ktb.org/affiliates/affiliate-requirements-for-goo.aspx>

If you have questions on recognition requirements, annual reporting or your affiliate status, please contact your assigned program manager listed below.

Anne Cunic, anne@ktb.org - East Texas, Greater Houston and Gulf Coast

Christine Chute Canul, christine@ktb.org – North/North Central Texas & The Panhandle

Summer Jurrells, summer@ktb.org - Central Texas/Hill Country, South and West Texas



P.R.I.D.E.

Professional, Responsible, Innovative, Dynamic Employees

Official Newsletter of the
Employees of the City of Murphy

Page 2
February 2011

Murphy employee Green Team forms

By Kim Lenoir, Community Services Manager

A number of committed city employees have come together to form an employee Green Team to coordinate environmental projects. Numerous departments handle various aspects of environmental services and to better coordinate, combine efforts for consistency, and to expand the city efforts, the employee Green Team is meeting monthly to coordinate these types of projects for Murphy and the Municipal Complex.

A statewide group that includes many of our programs is Keep Texas Beautiful (KTB). Murphy has been an affiliate of KTB since 2002 but the program has been relatively inactive. The Green Team is trying to bring this organization back not only as a great resource for collaboration but also because KTB provides community grants and award recognitions. In fact, Murphy could win up to a \$160,000 landscape award from the Governor's Community Achievement Program from KTB and TxDOT which is awarded annually.

In January, several Green Team members attended free KTB training in Denton and Greenville for marketing, the KTB environmental awareness program, and awards training. The contacts from other communities, state agencies, and sharing of ideas have been extremely helpful. Some of the upcoming programs that Murphy can and will participate in include:

Feb 26 – Murphy E-Recycle Day (electronic recycling - Customer Service)

March 1 to May 31 – Great American Clean-up – civic groups, HOAs, businesses can include any spring clean-up, fix-up, and beautification project (Parks, Code Enforcement, Courts, Fire)

April 2 – Great Texas Trash-off (Biggest litter pick-up day in the nation – Parks)

April 2 – Maxwell Creek Waterway Clean-up (Parks and Public Works)

April – Murphy Kids Poster and/or Trash Sculpture Contests (Recreation)

April 14 – Murphy Spring Bulky Trash Pick-up (Customer Service)

April 22 – Earth Day – Schools typically do projects

April 24 – Texas Arbor Day

If you want to get involved or have any ideas/suggestions please contact any of the current Green Team members. **Kim Lenoir**, Community Services Manager – Volunteer Projects, Coordination; **Candy McQuiston**, Customer Services Manager – WM contract, Recycle Programs; **David Gensler**, Code Enforcement – Clean-up, Fix-up; **Rene Revilla** – Public Works – Storm water management, Water conservation; **Matt Foster** – Parks – Beautification Projects, Clean-ups; **Dawnelle Rounsavall** – Fire – Beautification, Education; **Keri Kirkwood** – Recreation - Education Resource - **Patti Towne** – Municipal Court – Mandated Community Service.

On Tuesday, February 8, the Green Team is drafting its vision statement, mission, and purpose to eventually grow and reinstate the Keep Murphy Beautiful Program with the Keep Texas Beautiful program.

Vision: To make Murphy the cleanest and most beautiful city in North Texas

Mission: To instill pride in the community through education, communication, and participation in improving their community environment through numerous programs and projects

Purpose: To be a clearinghouse and recognize the outstanding efforts of businesses, schools, media, educators, youth, individuals, civic groups, government, and city departments in Murphy in fulfilling the mission and vision of improving our community through litter prevention/pollution solutions, beautification, and waste reduction



VOLUNTEER AND JOIN GOOD PEOPLE DOING GREAT THINGS!

**SIGN UP FOR THE CITY OF MURPHY
ANNUAL GREAT AMERICAN CLEANUP™ PROGRAM**

March 1 to May 31, 2011

What is it? This spring, you can help us with our local cleanup, beautification and community improvement program, the *Great American Cleanup™*. Millions of residents across the country are taking part in this springtime campaign to clean up and beautify communities all across America. The *Great American Cleanup™* is brought to you by the City of Murphy in partnership with Keep America Beautiful, Inc., the State of Texas, Keep Texas Beautiful, National Sponsors, state and local sponsors.

Why should you do it? The *Great American Cleanup™* is a fun, educational, outdoor, springtime activity! In addition to organizing a litter clean up, your group can also take part in any other "Keep America Beautiful" activities as shown below. Upon registration, your group will be provided with trash bags for litter collection and may be provided with other event tools at no charge, if available.

YES, we want to take part in the activities checked below for the GREAT AMERICAN CLEANUP™.

- Litter removal on the Great Texas Trash-off clean up day on **April 2, 2011**
- Litter removal on a date our group has set (please fill in your group's preferred date below; it must be between **March 1-May 31, 2011**.)
- Beautification, Community Improvement Project
- Tree planting Project

Name of Volunteer Group: _____

Contact Person(s): _____

Daytime Phone: _____ Fax: _____ other _____

Email: _____

Full Mailing Address: _____

Street Town/City Zip _____

• Approx. Number of Volunteers: _____ • Our Preferred Event Date: _____

• Preferred Event Location(s): _____

• Special Notes/Needs: _____

Please contact us to help us plan the details of what we have chosen to do.

Signature of Volunteer/Group Leader: _____

If under 18, Signature of Parent or Guardian

**REGISTERED VOLUNTEERS NEED TO MAKE ARRANGEMENTS TO PICK UP CLEAN-UP SUPPLIES
FROM MURPHY CITY HALL
Monday – Friday; 7 am - 3 pm**

Keep Murphy Beautiful

Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094, Office 972-468-4068, Fax 972-468-4168

PLEASE COMPLETE THIS FORM AND SEND TO CITY OF MURPHY, GREEN TEAM, ATTN: MARIE PULFORD

EMAIL: mpulford@murphytx.org

Fax: 972-468-4015



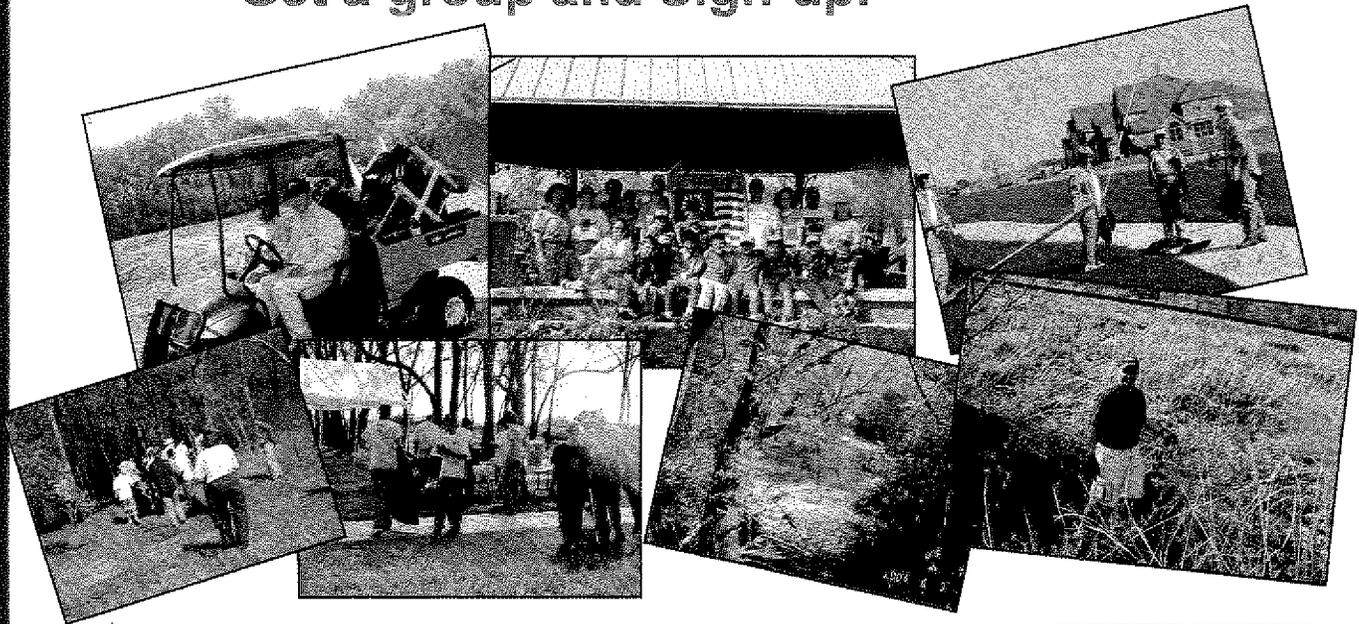
**Volunteer for the
Murphy
Great Texas Trash-off
Saturday, April 2, 2011
9 a.m. to Noon**

To sign up: Pick up a form at City Hall or call to have one sent to you.

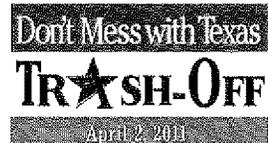
**Check-in & Trash Bags are available for pick-up
at the City Hall Community Room**

*Free t-shirts to the first 100 participants day of event
Return to City Hall for awards and a hot dog lunch served at
11:30am*

**We need YOUR help— show your Murphy Pride!
Get a group and Sign-up!**



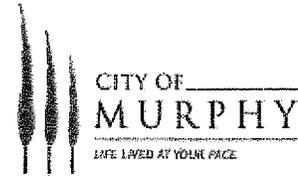
**WWW.MURPHYTX.ORG
QUESTIONS? CALL 972.468.4014**



CITY OF MURPHY

Confirm Dates with www.murphytx.org website

2011 COMMUNITY EVENT CALENDAR



Community Events

January

					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

April

					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

May

			4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

June

			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

2/26/2011 Electronic Recycle Day
3/22 - 5/24/11 Citizen Policy Academy

March - May

4/2/2011 Great American Clean-up
4/2/2011 Great Texas Trash-Off
4/2/2011 Maxwell Creek Clean-up
4/14/2011 Spring Bulky Trash Pick-up
4/28/2011 Board & VIP Appreciation Dinner
5/4/2011 MYGov Student Day PISD
5/6/2011 Municipal Court - Mock Trial PISD
5/14/2011 CITY ELECTION DAY

Moonlight Movies in the Parks

4/29/2011 Mustang Park
5/20/2011 North Hill Park
6/24/2011 Aviary Park

JUNE

Picnic by the Pond
6/3/2011 Radiant Fallout
6/10/2011 Hard Country
6/17/2011 David Chicken

7/25-29/2011 Youth Citizens Police Academy

8/13/2011 Neighbor2Neighbor - MPD
8/27/2011 Electronic Recycle Day

9/24/2011

Maize Days / 5K
10/13/2011 Fall Bulky Trash Pick-up
10/15/2011 Fire Dept Open House
12/1/2011 Christmas in the Park
12/5/2011 Annual Toy Drive - MFD

CITY HOLIDAYS:

1/3/2011 New Year's Day (observed)
1/17/2011 Martin Luther King, Jr. Day
4/22/2011 Good Friday
5/30/2011 Memorial Day
7/4/2011 Independence Day
9/5/2011 Labor Day (except fire)
9/12/2011 Patriot's Day (fire only)
11/24/2011 Thanksgiving Day
11/25/2011 Friday Holiday
12/23/2011 Christmas Eve Observed
12/26/2011 Christmas Day Observed

July

					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

August

					1	2	3	4	5	6
7	8	9	10	11	12	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27	28
29	30	31								

September

						1	2	3	
4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	19	20	21	22	23
24	25	26	27	28	29	30			

October

									1
2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	27	28	29	30	31

November

			1	2	3	4	5	
6	7	8	9	10	11	12	13	14
15	16	17	18	19	20	21	22	23
24	25	26	27	28	29	30		

December

							2	3	
4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	19	20	21	22	23
24	25	26	27	28	29	30	31		

Issue

Consider and/or act upon approval of a resolution authorizing an Interlocal Agreement between the City of Murphy and Plano Independent School District for the Police/School Liaison Officer Program for the 2011-2012 school year.

Background

This agreement would authorize the City to provide PISD with a Police/School Liaison Officer to assist in the guidance and protection of the McMillen High School, scheduled to open in August of 2011. The Agreement shall be about 18 months starting on or about April 1, 2011, and continue through 31st of September 2012, as the initial period of the agreement.

Financial Considerations

The City pays the budgeted salary, including benefits, for the designated School Liaison Officer. PISD reimburses the City 50% of this cost. The funds for this position were budgeted for in the FY 2010-11 Annual Budget. The city will pay for all uniforms and equipment, provide a vehicle, if available, and provide administration, management, supervision, training, and support for the position.

Other Considerations

Such agreements are provided for under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

Board/Staff Recommendation

Staff recommends approval.

Attachments

- 1) Resolution with Exhibit A Interlocal Agreement between PISD and the City of Murphy
- 2) Attachment A: Memorandum of Understanding – Administrative Guidelines (2 pages)
- 3) Attachment B: Memorandum of Understanding – Operational Guidelines (4 pages)

G.M. Cox, Police Chief

Submitted By

City Manager Approval

RESOLUTION NO. 11-R-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE PLANO INDEPENDENT SCHOOL DISTRICT FOR THE POLICE/SCHOOL LIAISON OFFICER PROGRAM FOR THE 2011-2012 SCHOOL YEAR.

WHEREAS, the City of Murphy has an interest in contributing to the protection and safety of Murphy Middle School Students; and

WHEREAS, the City of Murphy desires to enter into an Interlocal Agreement with Plano Independent School District for the Police/School Liaison Officer Program for 2011-2012 attached hereto as *Exhibit A*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS AS FOLLOWS:

SECTION 1. The City Council is hereby authorized to execute the attached "Interlocal Agreement between the City of Murphy and Plano Independent School District."

SECTION 2. That this Agreement shall take effect April 1, 2011.

DULY RESOLVED by the City Council of The City of Murphy, Collin County, Texas on this the 15th day of March, 2011.

APPROVED:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

Exhibit A

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this _____ day of _____, 2011, between the City of Murphy, a home rule city, Collin County, Texas (hereinafter called "City") and the Plano Independent School District, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, PISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Liaison Officers, the City and PISD.

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide one employee who is a certified police officer for the School Liaison Program for portions of the CITY's 2010-2011 and 2011-2012 fiscal years, to be assigned to duties described in the 2011-2012 Memorandum of Understanding, Administrative Guidelines, attached hereto as **Attachment "A"** and incorporated herein for all purposes, and Operational Guidelines, attached hereto as **Attachment "B"**, and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The initial term of this Agreement shall be for a period of 18 months, beginning the 1st day of April 2011, and ending the 31st day of September 2012.

Subject to Section VI., Availability of Funds, this Agreement may be renewed for one-year (twelve month) periods in subsequent fiscal years (October 1st thru September 31st of each year) if PISD provides CITY with written intent of their

desire to renew no later than May 31st preceding the fiscal year, AND if CITY provides PISD with written acceptance. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

For the period April 1, 2011, through June 30, 2011, PISD shall pay CITY the sum of \$3,115.50 per month for each full month services are rendered by CITY, with this payment being reduced on a pro rata basis in the month of April 2011 for partial-month services by CITY in that month. Thereafter, PISD shall pay CITY the sum of \$3,115.50 per month for fifteen (15) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of one (1) certified police officer provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If the liaison officer is absent more than fifteen (15) consecutive school days, the liaison officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than fifteen (15) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between PISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of PISD employees and shall not be considered in any manner to be a PISD employee.

V.

INSURANCE

CITY is self-insured, and shall provide PISD documentation of its coverages, said coverages to meet the approval of PISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, auto liability coverage and any other appropriate coverage in the amounts required by Texas state law, for its employee engaged in work under this Agreement. CITY shall provide PISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of CITY'S 2011–2012 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by CITY in fulfilling its obligations hereunder shall be paid only from current revenues legally available to CITY.

VII.

TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days written notice of termination.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either

party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at 206 N. Murphy Road, Murphy, Texas 75094.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law, PISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless PISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIV.

DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and PISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

XV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

CITY OF MURPHY

By: _____
Bret Baldwin, Mayor

ATTEST:

Aimee Nemer , City Secretary

Approved as to Form:

Attorney for PISD

PLANO INDEPENDENT SCHOOL DISTRICT

By: _____
Danny Modisette
Deputy Superintendent

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2011 by **Bret Baldwin, Mayor of the CITY OF MURPHY, TEXAS**, a home rule city, on behalf of said city.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2011 by _____, **Deputy Superintendent of the Plano Independent School District**, an independent school district, on behalf of said organization.

Notary Public in and for the State of Texas

“Attachment A”

MEMORANDUM OF UNDERSTANDING

Administrative Guidelines

Murphy Police Department – Plano Independent School District

School Year 2011 – 2012

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2011 – 2012

1. The School Liaison Officer (“SLO”) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the Circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Murphy Police Department (“Department”) reach their stated goals.
2. At the beginning of each school year, the appropriate SLO supervisor shall meet with each school principal to determine the most effective hours, for the school and the department, for the SLO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with PISD administrators to ensure the best working relationship possible is maintained. Murphy Police Department Standard Operating Procedure # 4 (attached) contains Procedures for assignment and reassignment of SLOs.
4. SLO vacancies will be filled according to the Procedures of the Murphy Police Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SLOs at the time the vacancy occurs.
5. The Department will make every effort to minimize mandatory absences by SLOs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SLO, which will require their absence. The SLO will keep the principal informed of any of these absences when they occur.
6. The SLOs will staff summer school as determined by the Department and PISD, together.
7. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows:
 - a. In addition to PISD’s monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other PISD staff will be

compensated at their departmental overtime rate by PISD. Examples include but are not limited to attendance at athletic events and open house.

b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the City of Murphy.

c. Attendance at other events which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.

8. At the end of the school year, the principal of each school having a liaison officer assigned will be asked to comment on the effectiveness of the officer on a form provided by the Murphy Police Department. The appropriate SLO supervisor will be responsible for providing and collecting these forms.

9. All comments, criticisms, suggestions, and recommendations for SLO assignments or performance will be immediately referred, without delay, to the appropriate SLO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.

10. The department shall have the final authority in all criminal matters in which SLOs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.

11. School administrators understand that once the police arrive at the scene of an incident, they are in charge of that scene and will make the decisions they feel are appropriate.

Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Murphy Police Department.

The officer's actions and options are governed by law and Police Department policy.

G. M. Cox, Chief of Police
Murphy Police Department

Date

Danny Modisette, Deputy Superintendent
Plano Independent School District
Effective Date: April 1, 2011

Date

Attachment "B"

MEMORANDUM OF UNDERSTANDING

Operational Guidelines

Murphy Police Department – Plano Independent School District

School Year 2011 – 2012

The following operational guidelines are adopted for operations by and between the Murphy Police Department ("Department") and the Plano Independent School District ("Plano ISD" or "District") during school year 2011 – 2012. In all situations, District authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, disruption of classes, or other disorderly conduct) occurring on District grounds that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a written statement if enforcement action is taken and may be later called as a witness if the matter proceeds to court.

A District administrator who believes that a person on District property or at a District-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements of the offense exist, the officer will arrest and remove the person from District property or the District-related event. If the officer determines that the elements of the offense do not exist, the issue will be handled by district officials according to the District's Student Code of Conduct.

A District administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements of the offense are present, the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the District administrator according to the District's Student Code of Conduct.

Officers may investigate incidents reported by parents and District administrators and may issue notices to appear or make arrests if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on District property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a notice to appear is not determinative of any action taken by the District in accordance with the District's Student Code of Conduct.

3. Incident – Persons found in possession of any controlled substance on District property.

Guideline – The District administrator shall call the police. The officer shall determine if the elements of the offense justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a notice to appear, or file at large.

4. Incident – A person is found on District property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The District administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – District administrators are informed that a person has within the past five (5) days possessed a weapon on District property.

Guideline – The District administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on District property.

Guideline – The District administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Murphy Police Officer asks to see a student for an interview or to be taken into custody.

Guideline – Murphy Police Department SOP # 2 (copy attached) will be followed. District administrators will follow District policies and procedures regarding interviews of students, or students being taken into custody, by outside agencies.

8. Incident – A teacher, District counselor, or administrator is assaulted on campus.

Guideline – The District administrator shall immediately report the assault to the police. The responding officer will determine if the elements of the offense, to justify an arrest, are present. If so, the officer shall arrest and remove the student from the campus.

Notices to appear will not be issued for an assault on District personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The District administrator shall notify the police. The responding officer shall determine if the elements of the offense, justifying an arrest, exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on District property shall act in accordance with Murphy Police Department SOP # 3 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with District procedures listed in the emergency procedure manual. The principal or administrator in charge of the District facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program that includes narcotics detecting canines and handlers employed by PISD. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on District campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not addressed herein. Further, any decision by the Murphy Police Department not to arrest or issue a notice to appear is not determinative of any action taken by the District in accordance with the Student Code of Conduct.

G. M. Cox
Chief of Police, Murphy Police Department

Date

Danny Modisette
Deputy Superintendent
Plano Independent School District

Date

Effective Date: April 1, 2011

Issue

Consider and/or act upon the approval of the purchase of Electronic Control Devices (ECD), aka Tasers, for use by Police Officers of the Murphy Police Department, with related equipment.

Background

Electronic Control Devices (ECDs) are categorized as Less-Lethal forms of force. Officers are trained to utilize a continuum of force from command presence to lethal force. The idea is behind the continuum is that our response to resistance must be measured, appropriate, and sufficient to overcome the resistance being met. Additionally, there are times and in certain circumstances that an Officer is justified in skipping from a lower level of force to a higher to meet the resistance being exhibited.

On the continuum of force, ECDs are considered a striking implement.

Some of the more common uses of the ECD are when handling suicidal subjects, people under mental duress or under the influence of alcohol or drugs, and subjects who physically resist or refuse to comply with directions of an officer, but who pose a danger to the officer or officers.

Officers will be required to be trained prior to carrying the ECD.

The proposed ECDs will be ordered with video cameras that will record audio and video of every ECD deployment. Plus, each ECD has a micro chip installed that records the deployment of the ECD including the length and number of activations.

Financial Considerations

Four (4) ECDs, and related equipment and training supplies, were budgeted in the 2010-11 Fiscal Budget. The total for the ECDs, equipment, and training supplies is about \$6,324.

Staff Recommendation

Staff would recommend that the ECDs be purchased and deployed.

Other Considerations

State law allows officers to utilize ECDs

Attachments

- 1) Proposed Response to Resistance (Use of Force) Policy (ECD policy is highlighted in yellow)

G. M. Cox, Police Chief
Submitted By

James Fisher, City Manager
City Manager Approval

 MURPHY POLICE DEPARTMENT DIRECTIVE	
SUBJECT: Response to Resistance	NUMBER: 6.01.1
EFFECTIVE DATE: May 7, 2010	RELATED STANDARDS: 3.04.1, 6.02.1, 6.07.1, 6.09.1
REVIEW DATE: May 7, 2012	APPROVED: _____ Chief G.M. Cox DATED: 05/07/10

I. PURPOSE:

To allow officers to accomplish lawful objectives and overcome any unlawful resistance in a safe, responsible, and professional manner. The Murphy Police Department places the highest value on the preservation of life and the safety of both its officers and the public that it has sworn to protect. The Department's Directives are designed to ensure that this value guides a police officer's use of force.

II. DEFINITIONS:

A. **Deadly Force includes:**

1. The discharge of a firearm, even though no intent exists to kill or inflict bodily injury.
2. Any force, including vehicular, applied in any manner by any means that could reasonably be expected to cause death or serious physical injury.

B. **Less-Lethal (Non-Deadly) Force:** The use of force which is neither likely nor intended to cause death or serious bodily injury.

C. **Less-Lethal Impact Rounds:** Specialized munitions designed to temporarily stun and distract an armed and/or violent suspect until officers can restrain him/her.

D. **Firearms:** Any weapon from which a projectile is forcibly ejected by explosion.

E. **Reasonable Belief:** When the facts or circumstances the officer knows, or should know, are such as to cause an ordinary and prudent person to act or think in a similar way under similar circumstance.

F. **Serious Physical Injury:** A physical injury which creates a substantial risk of death, or which causes death, or serious and protracted disfigurement or loss, or extended impairment of the function of any bodily organ or member.

G. **Excessive Force:** Force is excessive when its application is greater than the circumstances allow, resulting in serious physical injury or death to a suspect. The primary concern is objective reasonableness in its application, as judged by the on-scene officer.

1. The following, in relation to the amount of force used, should be considered to determine whether the use of force was excessive:
 - a) The severity of the crime.

- b) The nature and extent of the threat posed by the suspect.
 - c) The degree to which the suspect resists arrest or detention or displays aggressive behavior.
 - d) Any attempts by the suspect to evade arrest by flight.
- H. **Oleoresin Capsicum (OC):** An organic oily resin derived from cayenne peppers, employed by police as a “non-lethal” chemical agent.
- I. **Electronic Control Device (ECD):** A device designed to disrupt a subject’s central nervous system by means of deploying battery powered electrical energy sufficient to cause uncontrolled muscle contractions and override an individual’s voluntary motor responses. ECDs are designed to safely incapacitate a potentially dangerous individual(s) from a distance that minimizes the danger to the officers involved.
- J. **Physical Force:** The necessary employment of police restraint holds and/or other force not utilizing weapons, but employed in self-defense, or the defense of others by a police officer in the lawful discharge of his/her law enforcement duties.
- K. **Impact Weapon:** Any object, regardless of its original manufactured purpose, which can be utilized to strike a person with sufficient force so as to cause bodily injury, serious bodily injury, or death.
- L. **Spark Test:** To observe the spark between the electrodes of a ECD to verify the ECD is working, to verify that the batteries are performing and are adequately charged, and to keep the high voltage components more reliable when energized (“conditioned”) on a regular basis.
- M. **Medical Personnel:** Any on-duty Emergency Medical Technician employed with Emergency Medical Services.

III. DELIVERY PROTOCOL:

It is the policy of the Murphy Police Department to preserve human life. In doing so, the Murphy Police Department requires its officers to exercise utmost care and good judgment in carrying out their law enforcement obligations. Officers are confronted daily with situations requiring the use of force to affect an arrest or ensure public safety. The degree of force used depends on what the officer perceives as reasonable and necessary under the circumstances at the time he/she decides to use force. The application of any degree of force is only justified when the officer reasonably believes that it is necessary:

- A. To prevent the escape from custody, make an arrest, or an investigative detention of a person the officer believes has committed a crime.
- B. To defend himself/herself or another while trying to carry out his/her duties.
 - 1. While state law permits the use of force, the unnecessary use of force is contrary to law and places the police department, as well as the officer in a position of civil and criminal liability. Therefore, the unnecessary use of force is strictly **PROHIBITED**.

AN OFFICER SHALL NEVER USE MORE FORCE THAN IS NECESSARY AND REASONABLE UNDER THE CIRCUMSTANCES, TO OVERCOME RESISTANCE, AND SECURE THE LAWFUL OBJECTIVES!

Procedures for application of less-lethal force (non-deadly):

1. The Murphy Police Department attempts to continually train officers in the use of force and emphasizes the recognition of and response to increasing levels of such resistance. Most instances in which force is applied are non-deadly. Officers shall assess the incident to determine which technique will best defuse the situation and bring it under control.
2. In evaluating the reasonableness of the application of force, officers should consider their own age, size, strength, state of health, and skill level with various weapons, as well as the ratio of officers with opposing suspects.
3. Officers need to be able to discern the difference between suspects who are willfully resisting compliance from those who are non-compliant due to physical and/or mental impairment prior to the application of any use of non-deadly force.
4. Uniformed officers, whether full time or reserve, and on official duty or approved secondary employment, may carry departmentally issued ECD in the prescribed manner on the duty belt. Uniformed officers shall further be required to carry at least one other less-than-lethal system on the duty belt, to include the expandable baton or OC spray, supplementing the ECD and providing another non-deadly alternative. Uniformed officers may choose to carry on the duty belt all three less-than-lethal systems authorized by the Department, providing they are certified with each particular system.
5. Non-uniformed officers may carry any departmentally authorized less-than-lethal system while conducting day to day investigative activities, providing they are certified with that particular system. Non-uniformed officers shall carry at least one less-than-lethal system during a planned arrest or other activity, such as the execution of a search warrant that may cause the non-uniformed officer to be placed in higher risk situation.
6. The following reinforces key principles from training:
 - A. **Verbal Control:** Verbal control refers to the manner in which the officer speaks to a person and should be one of the first techniques employed in most cases. Verbal control includes advice, persuasion, admonitions, or orders. The volume and tone of the officer's speech may also contribute to control without having to resort to another method of force. The Department urges the use of verbal commands without use of profanity, disrespectful, or argumentative behavior.
 - B. **Compliance Techniques (Defensive Tactics):** At times, an uncooperative subject who refuses to be taken into custody or otherwise interferes with an officer performing his/her duties, may only respond to a combination of strength, leverage, take-downs, control holds, or come-alongs with sufficient force to make the lawful arrest without aggravating tension or a suspect's combativeness. The object of this level of force is to gain control and enforce the suspect's compliance while minimizing the risk of injury to officers, the suspect, or the general public. Where lesser levels of force appear ineffective, officers may escalate the use of force techniques until the suspect is brought under control. **CHOKE HOLDS ARE PROHIBITED**, unless the officer is justified in using deadly force.
 1. ***Control and Restraint – Soft Hand (Empty Hand):*** Tactics and techniques which are designed for gaining control of the person and do not have a high potential for injury. This includes (but is not limited to) applying handcuffs, a wrist lock, take-down, pressure point techniques, etc.
 2. ***Striking Techniques – Hard Hand (Empty Hand):*** An increase in the level of resistance by the person (e.g., punching or increased struggling) may cause the officer to respond by striking the suspect. These blows shall be directed towards areas which are not likely to cause great bodily harm unless deadly force is authorized.

- C. **Chemical Agents:** The use of chemical agents is restricted to situations where higher levels of force are unnecessary and lesser levels are inappropriate or ineffective. Chemical agents shall be used only to the extent necessary to overcome the resistance of the suspect, and within training standards. Specialized chemical agents, such as concussion grenades or tear gas, shall be used only by personnel trained in their application, and then only under direct orders of the on-scene supervisor upon consultation with the Chief of Police or his designee.

1. **Authorization:**

- a. Only personnel who have completed the prescribed course of instruction on the use of chemical agents are authorized to carry the device. Officers shall receive refresher training in use of the chemical agents on an annual basis or in accordance with manufacturer's recommendations.
 - b. Personnel whose normal duties/assignments may require them to make arrests or supervise arrestees shall be allowed to carry departmentally authorized chemical agents while on duty.
2. Chemical agents are a supplemental weapon in a police arsenal. Their less than lethal effects make their use more suitable in certain situations. Proper and timely use may help an officer subdue or take a violent person into custody. Chemical agents are considered a use of force and shall be deployed in a manner consistent with this policy. Chemical agents are not a substitute for deadly force and should not be used in those situations.

Chemical agents may be used when:

- a. Verbal dialogue has failed to bring about the subject's compliance **AND;**
- b. The subject has signaled his/her intention to actively resist the officer's efforts to make an arrest or;
- c. When an officer in the performance of his/her official duties is required to use physical force for protection from assault, to subdue another, or take a violent person into custody or;
- d. When verbal commands have failed to gain compliance from a crowd of adversaries who the officer reasonably believes are posing an imminent threat of serious bodily injury to the officer(s) or;
- e. To ward off vicious animals only when an officer feels there is an imminent threat of attack by the animal.
- f. Whenever practical and reasonable, officers should issue a verbal warning prior to using chemical agents against a subject.
- g. Once a subject is incapacitated or restrained, use of chemical agent is no longer justified unless the subject's physical resistance is such that it presents an imminent danger to the officer and/or bystanders.
- h. Generally, those persons who are intentionally subjected to a chemical agent spray shall be arrested. Exceptions to this rule would be crowd control or riot incident where arrest of all subjects would not be possible.

- i. Chemical agents are to be used in accordance with approved training methods.
- j. Decontamination of ALL persons exposed to chemical agents and evaluation by EMS personnel, shall be performed as soon as circumstances permit.
- k. Any member of the Murphy Police Department whose chemical agent spray is discharged shall notify his/her supervisor immediately and document the discharge on the Department's Use of Force form.
- l. Officers shall only carry approved Oleoresin Capsicum (OC) spray issued by the Murphy Police Department. This will ensure that only non-flammable OC spray is carried by the officers and provide standardization for training regarding the deployment.

D. **Electronic Control Device (ECD):** ECDs may be used in place of chemical agents based on the officer's observations and evaluation of the situation to provide the safest and most effective method to control the situation.

1. **Authorization:**

- a. The ECD will be owned and issued by the Department and officers are prohibited from purchasing a personal model. The primary purpose for employing the ECD is to save human lives.
- b. All officers who are authorized to use the approved ECD must successfully complete an ECD user course to include both written and practical test. Officers shall receive refresher training in use of the ECD on a bi-annual basis or in accordance with manufacturer's recommendations. ECD's will be used as described in the approved training methods.
- c. ECD's are designed to restrain violent individuals, where alternative restraint tactics have been or are reasonably likely to fail and/or where it would be unsafe for officers to approach a subject to apply restraints.
- d. At a minimum, officers will be issued two air cartridges. This allows the officer an opportunity for immediate reload if the initial deployment was unsuccessful or multiple threats exists.
- e. ECD's will be carried on the duty belt in an approved holster on the weak-hand side of the body. To provide standardization for training regarding the deployment and performing spark test, the holster shall be in a cross-draw position.

2. The ECD is not a substitute for deadly force and should not be used in those situations. Deployment of the ECD should be backed up with the availability of lethal force.

The ECD may be used in situations where:

- a. Verbal dialogue has failed to bring about the subject's compliant **AND;**
- b. The subject has signaled his/her intention to actively resist the officer's efforts to make an arrest or;
- c. When an officer in the performance of his/her official duties is required to use physical force for protection from assault, to subdue another, or to take a violent person into custody or;

- d. Other means of lesser or equal force have been, or will be likely ineffective in the situation at hand or;
 - e. To ward off vicious animals only when an officer feels there is an imminent threat of attack by the animal.
 - f. Whenever practical and reasonable, officers should issue a verbal warning prior to using the ECD against a subject.
3. The ECD will not be used:
- a. To threaten or attempt to gain information from a subject.
 - b. Against a subject already restrained unless physical aggression has to be overcome.
 - c. To wake a person up.
 - d. As a “prodding” instrument.
 - e. As a form of punishment.
 - f. Against a fleeing misdemeanor suspect, unless there is a reasonable belief that the fleeing suspect poses an immediate threat to the public
4. The ECD has the ability to ignite flammable liquids and should not be deployed at subjects who have been in contact or close proximity of flammable materials.
5. Proper consideration and care should be taken when:
- a. Deploying the ECD on subjects who are in an elevated position or other circumstances where a fall may cause serious injury or death.
 - b. Females who are known to be pregnant.
 - c. Subjects who appear to be suffering from mental illness.
 - d. Subjects in control of a vehicle or machinery.
 - e. Obviously frail or infirm.
 - f. Subjects who are in water. Be prepared to quickly remove subject from water after exposure to prevent drowning.
6. Immediate action should be taken to apprehend the subject and care for any injured. The ECD unit should be turned off once the subject is restrained or has complied. The following considerations and actions will be addressed after deployment:
- a. The ECD will not be left unattended except in exigent circumstances such as when an officer is forced to act alone while taking custody of an immediate threat.
 - b. Medical personnel will be called to the scene to assess the subject. If treatment is required, the medical personnel will transport the subject to the nearest medical facility. Depending on the severity of injuries, the nature of the original incident, and the

perceived threat, an officer will consider accompanying the subject during transport for medical personnel safety and the prevention of escape.

- c. Medical personnel will remove the probes from subject.
 - d. Photographs will be taken of the probe impact sites and any other related injuries, or lack of injuries.
 - e. Probes, which are removed from skin, will be handled as a biohazard. They will be placed point down into the expended air cartridge bores, secured with tape, and entered into evidence. The wires should NOT be wrapped around the air cartridge, but rather gathered up and placed into an evidence bag with the air cartridge, ensuring that the bag is clearly marked as containing "sharps".
 - f. Officers will attempt to locate the "colored micro dots" which are dispersed at the time the air cartridge is fired. Due to markings on these "dots," they are evidenced and should be handled as such.
7. The person who is the subject of the ECD deployment will be arrested unless there are extenuating circumstances.
 8. The officer will complete a Use of Force report.
 9. For evidentiary purposes, the deployment data recorded on the ECD shall be retrieved and retained as soon as circumstances permit.
 10. Spark test will be conducted once prior to the start of a shift. If the ECD is being shared, the spark test will be conducted prior to each officer's respective shift in case the ECD has been dropped or otherwise damaged on the previous shift. The purpose of the spark test is to observe the spark between the electrodes to verify the ECD is working, to verify that the batteries are performing and are adequately charged, and to keep the high voltage components more reliable when energized ("conditioned") on a regular basis.
 - 10.1 According to the manufacturer, the life expectancy of the Digital Power Magazine (DPM) is based primarily on the number of pulses. If the spark test is conducted for one second or less per day, the DPM would not have to be replaced for approximately three (3) years. Therefore, spark test should be adhered to as described without the concern of draining excessive energy from the DPM.
 - 10.2 To ensure that officers do not develop a habit of turning off their ECD after one second during the spark test and transfer this practice to the field, the following method of performing the spark test will be adhered to:
 - a. Remove the ECD from the holster and place the ECD in the non-dominant hand.
 - b. Remove the air cartridge from the ECD using the dominant hand.
 - c. Continuing to use the non-dominant hand to hold the ECD, move the ambidextrous safety switch up to the armed position with the dominant hand, noting that the laser and light are illuminating (if maintained in this illumination mode).
 - d. While pointing the ECD in a safe direction and keeping the dominant hand on the safety switch, pull the trigger allowing the ECD to spark for one second or less.
 - e. Move the safety switch back down to that safe position and replace the air cartridge.

- f. Return the ECD to the dominant hand and return the ECD to the holster.
11. The Lithium Energy Cells contained inside the DPM will be replaced when only 20% of the estimated battery life remains. The ECD will be removed from service if a replacement DPM is not available to immediately exchange. The DPM should not be removed for longer than four (4) hours or the internal date and time will have to be reset.
 12. ECD's will always be stored with the DPM in it to maintain data port integrity.
 13. The Murphy Police Department shall establish a ECD Control Manager to ensure the proper issuance, care, maintenance, and updates. The ECD Control Manager's Responsibilities are as follows:
 - a. Receive, inspect, and ensure the maintenance and replacement of the Department's ECD devices and related equipment.
 - b. Establish and maintain systems to record issuance of equipment.
 - c. Return defective or damaged ECD's and air cartridges to the suppliers.
 - d. Obtain service and/or replacement for defective or damaged ECD components from the supplier.
 - e. Review reported uses of a ECD by Department personnel and establish a system for maintaining statistics on the performance of the ECD. A trained ECD Instructor, so authorized by the ECD Control Manager, may also perform this function.
 - f. Coordinate the scheduling of basic user certification and annual re-certification training on the ECD, as well as maintaining the record of the training.
 - g. Conduct data download and clock reset on a quarterly basis on all ECD's.
 - h. All other duties as may become necessary for the employment, maintenance, and enhancement of the Department's ECD program.
- E. **Impact Weapon:** The ASP Expandable Baton is the approved primary baton, to be used as an impact weapon. The use of an impact weapon is restricted to situations where higher levels of force are unnecessary and lesser levels are inappropriate or ineffective. Impact weapons shall be used only to the extent necessary to overcome the resistance of the suspect, and within training standards.
1. **Authorization:**
 - a. Approval to carry the baton shall be granted only to officers who have successfully completed basic training and demonstrated their proficiency with the baton.
 - b. An officer may use the impact weapon to subdue a violently resisting subject or in self-defense or defense of a third party
 2. The ASP Baton shall be used as a defensive impact weapon, designed to render the violator temporarily incapacitated, not to cause permanent disfigurement or serious bodily injury.
 3. Officers shall exercise good judgment, discretion, and the proper application of established techniques, while employing this impact weapon.

4. ***THE BATON WILL NOT BE USED AS A CLUB TO INTENTIONALLY STRIKE A VIOLATOR IN THE HEAD, SPINE, OR SOLAR PLEXUS.***
5. **Less Lethal Impact Rounds** are a form of impact weapons fired from a weapon strictly used for less-than-lethal situations. Only officers who have successfully completed the basic training and demonstrated their proficiency with the deployment of the impact rounds are authorized to use this system during the performance of their duties and with the authorization of the on-scene supervisor. The less-than-lethal impact rounds are designed to disarm and/or distract a violent suspect. The rounds will be fired into the suspect's torso, avoiding head shots which could prove to be fatal. In order to avoid confusion and the possibility of accidental death or serious bodily injury, this Department will **not** utilize 12-gauge shotgun bean bag rounds.
6. **Flashlights** are designed to be used as an illumination device only. Use of the flashlight as a defensive impact instrument is **PROHIBITED**, except in extreme situations. In such cases, all the rules of contact will be the same for the flashlight as for the baton.

F. **DEADLY FORCE:**

1. **Firearms may be used:**

- a) In defense of the officer or the general public from what is reasonably believed to be an immediate threat of death or serious physical injury.
- b) To prevent the escape of a fleeing felon who the officer has probable cause to believe will pose a significant threat to human life should escape occur:
 - i. In evaluating a "significant threat", the officer must reasonably believe that the person either has used deadly force in the commission of a crime or may inflict death or serious harm to the officer or others, if apprehension is delayed.
 - ii. Where feasible, officers shall verbally identify themselves and give a warning before discharging their weapon.
 - iii. Officers may use deadly force to protect themselves from the use or threatened use of chemical agents or an ECD when officers reasonably believe that deadly force will be used against them if they become incapacitated.
- a) To kill seriously injured or dangerous animals when no other disposition is reasonably practical. A supervisor's approval should be sought when possible.
- b) In routine firearm training or practice at an approved range.
- c) When deploying weapons, officers shall take into consideration the circumstances present and use the utmost discretion.

2. **Limitations on force:** The following acts associated with the use of force are prohibited:

- a) Firing into crowds.
- b) Firing warning shots under any circumstances.
- c) Firing at or from a moving vehicle, except where the officer reasonably believes that:

- d. An occupant of the vehicle is using, or threatening to use deadly force by a means other than the vehicle.
- e. A vehicle is operated in a manner deliberately intended to strike an officer or another, and all other reasonable means of defense have been exhausted (or are not present), which includes moving out of the path of the vehicle, and the safety of the general public would not be unduly jeopardized by the officer's actions.
- f. Firing into a building or through doors when the person fired at is not clearly visible unless officers are being fired upon from such building or through such door.
- g. Firing at a subject when lesser force could be used and the officer believes that the subject can be apprehended reasonably soon thereafter without the use of deadly force, or when there is any substantial danger to the general public. When in doubt, the officer should not shoot.
- h. Application of choke holds or carotid control holds except when officers reasonably believe such holds are the only means of protecting them or another from an imminent threat of serious physical injury or death.
- i. Use of flashlights as batons: Officers may use a flashlight or other object designed for a use other than as a weapon ONLY to defend themselves or another from imminent serious physical injury or death and then ONLY if departmentally sanctioned methods are not available or are impractical. The use of a flashlight under such circumstances shall be deemed as application of deadly force.
- j. Use of deadly force against unarmed, non-dangerous fleeing felons, fleeing misdemeanants, or traffic offenders.
- k. Any use of force not reasonably necessary in the light of the circumstances confronting the officer.
- l. Any enforcement action when off-duty except in circumstances which seriously threaten life, valuable property, or public order.
- m. Human Hobble devices (Hogtie)

3. Shoulder fired weapons:

The same rules of engagement apply with shoulder fired weapons as with hand guns.

G. USE OF FORCE COMPONENT:

The Murphy Police Department realizes and acknowledges that in tense, uncertain, and/or rapidly evolving confrontations an officer may have to reasonably use techniques, weapons, and/or improvised weapons that are:

- 1. Not a part of the Murphy Police Department's formal training program.
- 2. That may not be covered in this policy.
- 3. That the officer may have to use a technique or weapon in a manner that is not in conformity to training.

4. Due to the subject's actions, the technique or weapon in use by the officer has an unintentional impact or outcome that is not part of the Department's training curriculum.

All officers' actions that are deemed reasonable in retrospect will be considered to be within policy, even if the specific action and/or operation are not specifically addressed here.

H. **MEDICAL AID:**

In the event of any injuries, officers are responsible for ensuring appropriate medical aid, consistent with his/her training, such as:

1. Observing the prisoner's behavior very closely to detect obvious changes in condition
2. Flushing chemicals from the eyes.
3. Applying first aid.
4. Requesting an ambulance
5. Evaluation by paramedics
6. Immediate medical aid by professionals.

I. **REPORTING:**

Any use of force above *Verbal Persuasion*, constitutes a reportable use of force. The officer who applied the force shall document his/her actions, in detail, in a Response to Resistance report in addition to an offense/incident report.

IV. **ADMINISTRATIVE REVIEW AND REVISION**

- A. *Bi-Annually*, the Chief of Police shall review the directive, making any revisions, as needed.

- V. **CLOSING STATEMENT:** Violations of this Directive would serve only as grounds for discipline within the Murphy Police Department.

Issue

Consider and/or act upon approval of a resolution authorizing the City Manager to execute an agreement to partner with fourteen residents in the Timbers Community to remove and construct a wood fence along the western property lines of the lots.

Background

City staff has met with Maggie Whitt and Tammy Guillory who are members of the Timbers Community Association over the last several months regarding this fence project. The fence is located along one of the city's main entrance corridors and is in need of replacement. Wylie Fence has provided a quote to remove the old fence and construct a new one. For the City to participate in assisting with the funding of the fence, all homeowners must be in agreement. If not all are in agreement, the City will decline to participate.

Financial Considerations

Each homeowner is responsible for 65% of the cost of the fence. The City will pay for 35%. As stated in the agreement, the City agrees to pay Wylie Fence the entire cost of construction of the fence within 14 days of completion. The homeowners will have until May 7, 2011 to reimburse the City for their portion of the cost.

Staff Recommendation

If all homeowners agree and execute the agreement, staff recommends going forward with this project.

Attachments

- 1) Sample letter to homeowners
- 2) Fence Construction Agreement

James Fisher, City Manager
Submitted By

City Manager Approval



Bret Baldwin
Mayor

John Daugherty
Mayor Pro Tem

Colleen Halbert
Deputy Mayor Pro Tem

Scott Bradley
Council Member

Mike Daniel
Council Member

Dave Brandon
Council Member

March 4, 2011

Re: Fence Construction Agreement

Dear,

Enclosed is a copy of the Fence Construction Agreement for your review, consideration, and signature if you agree to the contract. The City Council will consider this Agreement at their March 15th meeting. After approval by the City Council and signature of all property owners involved, Wylie Fence will be given the authorization to proceed. Hopefully, this can occur by March 21, 2011.

I really appreciate your patience as we have worked through the various challenges this project has presented us. I especially want to thank Maggie Whitt and Tammy Guillory for their hard work, long hours, and extreme patience to see this project through to fruition.

After you have signed the agreement, please return the original by **March 15th** to:

Joy Hart
City of Murphy
206 N Murphy Road
Murphy, TX 75094

Please feel free to contact me at 972-468-4051 should you have any questions.

Sincerely,

James Fisher
City Manager

Enclosures

FENCE CONSTRUCTION AGREEMENT

THIS FENCE CONSTRUCTION AGREEMENT (the “Agreement”) is made this 5th day of April, 2011 (the date this Agreement is executed by the City being the “Effective Date”) by **THE CITY OF MURPHY, TEXAS** (the “City”) and the following owners of lots, including a common boundary which a lot shares with adjoining lots (individually, a “Lot”, and collectively, the “Lots”) in Timbers No. 5, Phases I and II, additions to the City of Murphy, Texas according to the Final Plats thereof recorded in the Deed Records of Collin County, Texas (the “Subdivisions”): **SHENA TIMMONS, MARIA ALEJANDRA VALDEZ, VINCENT AND DAO KIM, ADMIR AND AMELA SARAC, ANTHONY AND DONNA SAUNDERS, JOAN AND ADEWALE AKINYEDE, BINH VAN NGUYEN, GREGORY CENTER, DAVID ENGBOS, CLAYTON AND ELIZABETH WICKER, HUONG-LAN TRAN, DONNA BONDS, OBIE IFEDIORA AND C.O. ELSIE, TIM AND DARCIÉ GROGRAN** (individually, an “Owner”, and collectively, the “Owners”).

WHEREAS, the Owners have experienced problems relating to the deteriorated fencing along the common boundary of the western property lines of their respective Lots abutting South Murphy Road;

WHEREAS, the City and the Owners mutually desire to enter into this Agreement to provide for the removal of the existing fence and construction of a wood fence along the western property lines of the Lots and to resolve and avoid any disputes or misunderstandings which might otherwise occur in connection with fencing along the common boundary of the western property lines of the Lots; and

WHEREAS, the City has contracted with Wylie Fence & Deck, Inc. (“Wylie Deck & Fence), a Texas corporation, to provide for the construction of a western red cedar wood fence along the western property lines of the Lots abutting South Murphy Road.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the City and the Owners agree as follows:

1. Construction of Fence Improvements. The City agrees to have its contractor, Wylie Deck & Fence, remove the existing fencing and construct, along the common boundary of the western property lines of the Lots abutting South Murphy Road as shown on attached Exhibit “A”, a six-foot (6’) high western red cedar wood fence (the “Fence Improvements”) substantially in accordance with the proposal for such improvements, attached as Exhibit “B”, and the requirements of the City. The cost and expense of designing, constructing and completing the Fence Improvements shall initially be paid by the City to Wylie Deck & Fence, with the Owners reimbursing the City for sixty-five percent (65%) of the total cost.

2. Owners’ Responsibilities for Fence Improvements. Each Owner agrees with respect to the portion of the Fence Improvements situated on such Owner’s Lot as follows:

(a) Upon completion of the Fence Improvements, such Owner, at such Owner’s sole cost and expense, shall maintain the Fence Improvements on an Owner’s Lot in a well-maintained, safe, clean and attractive condition at all times.

(b) Each Owner agrees, at such Owner’s sole cost and expense, to have the Fence Improvements which are situated on their Lot stained using a Super Cedar color every five (5) years.

(c) On or before May 7, 2011, each Owner shall pay the City sixty-five percent (65%) of the respective cost to construct the Fence Improvements, as follows:

Owner	Total cost of Fence per Lot	Percentage	Owner reimbursement to City
Shena Simmons	\$3,137.20	65%	\$2,039.18
Maria Alejandra Valdez	\$1,705.00	65%	\$1,108.25
Vincent & Dao Kim	\$2,352.90	65%	\$1,529.39
Admir & Amela Sarac	\$2,352.90	65%	\$1,529.39
Anthony & Donna Saunders	\$5,319.60	65%	\$3,457.74
Joan & Adewale Akinyede	\$682.00	65%	\$443.30
Binh Van Nguyen	\$835.00	65%	\$542.75
Gregory Center	\$5,967.50	65%	\$3,878.88
David Engebos	\$2,523.40	65%	\$1,640.21
Clayton & Elizabeth Wicker	\$2,591.60	65%	\$1,684.54
Huong-Lan Tran	\$2,591.60	65%	\$1,684.54
Donna Kay Bonds	\$5,490.10	65%	\$3,568.57
Obie Ifediora & C.O. Elsie	\$3,000.80	65%	\$1,950.52
Tim & Darcie Grogran	\$3,000.80	65%	\$1,950.52

(d) If an Owner fails to remit full payment of their costs owed to the City by May 7, 2011, the Owner agrees that the City shall have the ability to use any legal remedy available to collect the amount owed to the City. The Owner further agrees that the City shall be entitled to reasonable attorney's fees in collecting the sums owed by the Owner(s) to the City.

3. Assistance of the City. The City agrees to perform the following:

(a) The City agrees to pay Wylie Fence & Deck the entire cost of construction of the Fence Improvements within 14 days of completion of the Fence Improvements.

(b) The City agrees to bear, at its sole expense, thirty-five percent (35%) of the total cost of the Fence Improvements after the Owners' repayment.

(c) The City agrees to allow the Owners until May 7, 2011 to reimburse the City for the Owner's portion of the cost to construct the Fence Improvements as outlined in Section 2 above.

4. Easements.

(a) Each Owner hereby grants and conveys to the City and Wylie Fence & Deck, and their respective contractors, subcontractors and material men, a temporary non-exclusive easement on, over, across, under and through its Lot for the purpose of: (i) removal, installation and construction of the portion of the Fence Improvements on such Owner's Lot and (ii) ingress and egress, at all reasonable times, across such Owner's Lot to perform such removal, installation and construction. This temporary easement shall automatically cease, terminate and expire (without the need for any further action or documentation by either party) upon the completion of the Fence Improvements.

(b) Each Owner hereby grants and conveys to each other Owner of an adjoining Lot with which such Owner's Lot has a common boundary line with regard to the Fence Improvements, a perpetual non-exclusive easement on, over, across, under and through that portion of its Lot (if any) with which it shares a common boundary line with an adjoining Lot for the purpose of construction, reconstruction and maintenance of the Fence Improvements.

5. Release. In consideration of the premises, covenants and agreements set forth herein, each of the Owners completely release and forever discharge the City and Wylie Deck & Fence, their respective officers, agents, servants, employees, representatives, successors and assigns against any and all past, present or future claims, demands, obligations, actions, damages, costs, loss of services, expenses and compensation of any nature whatsoever, whether based on contract or tort, through statute or common law or under any other theory of recovery, whether for damages or equitable relief, known or unknown, which the Owners now have or which may hereafter accrue or otherwise be acquired on account of, or any way growing out of, or related to the removal, construction, grading, repair, replacement, or maintenance (or failure thereof) of the Fence Improvements, including, but not limited to any damages to or losses incurred for fencing, retaining walls, drainage facilities, sidewalks, trails, tree plantings, shrubs, irrigation systems, or landscaping. This release is specifically intended to operate and be applicable if it is alleged or proved that all or some of the damages sought were caused, in whole or in part, by any act, omission, negligence, gross negligence, breach of contract, intentional conduct, violation of statute or common law, breach of warranty, product defect, premise defect, condition on the land, or any other conduct whatsoever of the City and Wylie Deck & Fence, their agents, contractors, or employees.

6. Miscellaneous.

(a) Entire Agreement. This Agreement contains the entire understanding between and among the parties hereto, and shall be binding upon and inure to the benefit of such parties, and subject to its terms, their respective successors, heirs, assigns, and legal representatives.

(b) Governing Law. This Agreement is being executed and delivered in and shall be governed by and construed and enforced in accordance with the laws of the State of Texas. This Agreement is performable and venue for any action hereunder shall only be in Collin County, Texas.

(c) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. A facsimile or email of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

(d) Authority. Each party hereunder represents and warrants that it has the requisite authority to execute and deliver this Agreement.

(e) Immunity. The City does not waive any governmental immunity from suit or liability by entering this contract, which immunity shall be preserved to the full extent allowed by law.

(f) Run with the Land. The covenants, conditions and obligations created in this Agreement shall be appurtenant to and run with the Lots and shall inure to the benefit of and be enforceable by the City and the Owners of the Lots and their respective legal representatives, heirs, devisees, personal representatives, successors and assigns.

(g) All Parties Required. Each party covenants and agrees that this Agreement is not binding unless all of the Owners execute this Agreement.

**[Remainder of Page Intentionally Left Blank
Signature Pages Follow]**

EXECUTED as of this _____ day of _____, 2011 (the "Effective Date").

CITY:

CITY OF MURPHY, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

Aimee Nemer, City Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____, the _____ of the City of Murphy, Texas, on behalf of the City.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 21, BLOCK E
OF THE SUBDIVISIONS:**

SHENA TIMMONS
102 Elm Crest
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by
Shena Timmons.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 1, BLOCK K
OF THE SUBDIVISIONS:**

MARIA ALEJANDRA VALDEZ
209 Red Oak Drive
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by
Maria Alejandra Valdez.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 2, BLOCK K
OF THE SUBDIVISIONS:**

VINCENT H. KIM

DAO H. KIM
213 Red Oak Drive
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Vincent H. Kim.

My Commission Expires: _____

Notary Public, State of Texas

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Dao H. Kim.

My Commission Expires: _____

Notary Public, State of Texas

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 3, BLOCK K
OF THE SUBDIVISIONS:**

ADMIR SARAC

AMELA SARAC
217 Red Oak Drive
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Admir Sarac.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Amela Sarac.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 4, BLOCK K
OF THE SUBDIVISIONS:**

ANTHONY SAUNDERS

DONNA SAUNDERS
221 Red Oak Drive
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Anthony Saunders.

My Commission Expires: _____
Notary Public, State of Texas

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Donna Saunders.

My Commission Expires: _____
Notary Public, State of Texas

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 5, BLOCK K
OF THE SUBDIVISIONS:**

JOAN AKINYEDE

ADEWALE AKINYEDE
105 Red Oak Drive
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by
Joan Akinyede.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by
Adewale Akinyede.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 18, BLOCK K
OF THE SUBDIVISIONS:**

BINH VAN NGUYEN
108 Red Oak Drive
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Binh Van Nguyen.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 19, BLOCK K
OF THE SUBDIVISIONS:**

GREGORY CENTER
301 Oakdale Lane
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Gregory Center.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 20, BLOCK K
OF THE SUBDIVISIONS:**

DAVID ENGBOS
305 Oakdale Lane
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by David Engebos.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 21, BLOCK K
OF THE SUBDIVISIONS:**

CLAYTON WICKER

ELIZABETH WICKER
309 Oakdale Lane
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Clayton Wicker.

My Commission Expires: _____
Notary Public, State of Texas

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Elizabeth Wicker.

My Commission Expires: _____
Notary Public, State of Texas

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 22, BLOCK K
OF THE SUBDIVISIONS:**

HUONG-LAN TRAN
313 Oakdale Lane
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by
Huong-Lan Tran.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 23, BLOCK K
OF THE SUBDIVISIONS:**

DONNA BONDS
317 Oakdale Lane
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Donna Bonds.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 44, BLOCK K
OF THE SUBDIVISIONS:**

OBIE IFEDIORA

C.O. ELSIE
103 Glenwood Drive
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Obie Ifediora.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by C.O. Elsie.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED as of this ____ day of _____, 2011.

**OWNER(S) OF LOT 1, BLOCK J
OF THE SUBDIVISIONS:**

TIM GROGRAN

DARCIE GROGRAN
102 Glenwood Drive
Murphy, TX 75094

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Tim Grogran.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Darcie Grogran.

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

Issue

Consider and/or act upon approval of a resolution authorizing the City Manager to enter into a professional services contract with The HOK Planning Group of Dallas for The Timbers Nature Preserve Park and Trail Project.

Background

On August 2, 2010, the City Council hired HOK to prepare conceptual designs for The Timbers Nature Preserve Park (The Bunny Run/City Park) and Trail Project. This park was approved for improvements in the November 2008 Bond election as part of the \$7.5 million for park improvements.

In December, City Council, Park and Recreation Board, and the Murphy Community Development Corporation held a joint meeting to review the final concepts. On February 15, the City Council determined to maximize the project cost to construct a phase I project at the Timbers Nature Preserve Park not to exceed \$600,000 and the adjacent East-West Easement hike and bike trail from South Murphy Road to South Maxwell Creek Road, which is designed to be a wide concrete trail adding \$600,000 to the project area. Council approved and staff submitted a Texas Parks and Wildlife grant application March 1 for an additional \$500,000 grant project (award to be announced August 2011).

Financial Considerations

To date the City has spent \$38,090 on Timbers Nature Preserve Park for surveying, schematic design, and bond issuance cost. The proposed contract is an additional \$132,150 including reimbursable expenses. This will include alterations to the schematic design to comply with the budget, hydrologic analysis, hydraulic analysis, and environmental permits.

Staff Recommendation

Staff recommends approval.

Attachment

- 1) Resolution and HOK Additional Services Contract 2
- 2) The Timbers Nature Preserve Park and Trail Project Budget

RESOLUTION NO. 11-R-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE CITY MANAGER TO ADD TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH HOK PLANNING GROUP, ADDITIONAL SERVICES NOT TO EXCEED \$132,150, TO DESIGN, PREPARE SPECIFICATIONS, PERMITS, BIDDING, AND CONSTRUCTION ADMINISTRATION FOR THE TIMBERS NATURE PRESERVE PARK

WHEREAS, the City Council desires to develop the Timbers Nature Preserve Park Project; and

WHEREAS, the City Council desires to proceed with Phase I Drainage Improvement Plans for the Timbers Nature Preserve Park Project; and

WHEREAS, the City of Murphy desires to add to the existing contract for professional services with the HOK Planning Group, firm of Dallas, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AS FOLLOWS:

SECTION 1. That the City Council hereby authorizes James Fisher, City Manager, of the City of Murphy, Texas, to execute the additional services to the contract not to exceed \$132,150 attached hereto as *Exhibit A*.

DULY RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 15th day of March, 2011.

APPROVED:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

Exhibit A



ADDITIONAL SERVICE #2

March 2, 2011

TIMBERS NATURE PRESERVE PARK
EXHIBIT A – SCOPE OF SERVICES

Project Understanding

This proposal is to take the approved master plan for Timbers Nature Preserve Park and implement a \$1,000,000 Phase 1 Construction Project for park improvements, and in addition, \$600,000 budget for a 14' wide multi-city spine trail connection from South Murphy Road to Maxwell Creek Road. This proposal assumes the following will be designed with the \$1,600,000 project budget as the goal:

1. Improve the drainage on the ball fields at City Park.
2. Correct minor code/ADA issues at the City Park playground and gathering areas.
3. Extend box drain structures to fill drainage ditch near the pavilion at City Park.
4. Demolish the old house and slabs at Timbers Nature Preserve Park.
5. Add visual and pedestrian connections between City Park and Timbers Nature Preserve Park.
6. Add angled parking at City Park to accommodate more visitors to Timbers Nature Preserve Park pond area.
7. Include a feature at the pond, such as a pier or boardwalk.
8. 14' wide concrete trail with (2) bridges

HOWEVER, UNTIL SUCH TIME AS GRANT FUNDING OF \$500,000 HAS BEEN DETERMINED IN AUGUST, HOK WILL COMPLETE SPECIAL SERVICES HIGHLIGHTED IN YELLOW AND BASIC SERVICES THROUGH DESIGN DEVELOPMENT ONLY. IF GRANT FUNDING IS OBTAINED, HOK WILL FINISH THE SPECIAL AND BASIC SERVICES DESCRIBED IN THIS PROPOSAL IN FULL. IF GRANT FUNDING IS NOT OBTAINED, HOK WILL COMPLETE SERVICES FOR APPROXIMATELY \$1,100,000 IN CONSTRUCTION VALUE ONLY.

BASIC SERVICES:

Task 1.0 – Phase 1 Schematic Design Services

Upon reception of a detailed topographical survey from the Client, the HOK team will provide a plan set in digital CADD format that depicts the improvements described above. It is anticipated that the plan set and services will include the following drawings:

1. Cover Sheet and Index of Drawings
2. Layout Plan – Horizontal location of all proposed elements with dimensions.
3. Vehicular Paving Plan – Horizontal layout and geometry of proposed angled parking.
4. Demolition/Clearing/Tree protection Plan – Location of demolition sites, tree removal, areas for clearing.
5. Planting Plan – Location, type, size and species of proposed landscape planting materials and seed mixes.
6. Grading and Drainage Plan – Location, sizes and types of drainage conduits/pipes/boxes with mass grading plan for first round cut/fill analysis.
7. Bridge Plans and Elevations.
8. Sections – Sections through and materials for deck/overlook areas, typical trail cross sections.

Upon submittal of the above plan set, HOK will attend a meeting with City Staff to present the plans and gather input to the building options and design intent of the sections. Following a comment period by the City Staff, the design team will incorporate comments into the plan set. A construction cost estimate will be provided for City review and comment, including a detailed phasing plan for future design detailing. HOK will also support the City by assisting with graphics, cost data, and other information needed for grant submittals.

Task 2.0 – Phase 1 Design Development Services

Upon reception of City comments and input, the HOK team will produce a Design Development Drawing Package

that will build upon the level of detail the drawings begun in the Schematic Design Phase. In addition, the team will provide outline specifications and critical details, including preliminary submittal to Oncor and other utility owners within the trail corridor.

Task 3.0 – Phase 1 Construction Document Services

Upon reception of detailed Design Development comments from the Client, the HOK team will provide a plan set that depicts the improvements described above. It is anticipated that the plan set and services will include the following drawings:

1. Cover Sheet and Index of Drawings
2. Bid Items, Quantities and General Notes
3. Erosion Control Plans
4. Layout Plan – Horizontal control for all improvements.
5. Vehicular Paving Plan – Horizontal layout and geometry of proposed angled parking.
6. Demolition/Clearing/Tree protection Plan – Location of demolition sites, tree removal, areas for clearing.
7. Planting Plan – Location, type, size and species of proposed landscape planting materials and seed mixes.
8. Grading and Drainage Plan – Location, sizes and types of drainage conduits/pipes/boxes with final grading plan with cut/fill analysis for bid quantities.
9. Bridge Plans, Sections, Abutments and Elevations.
10. Sections and Details as needed to properly construct the proposed improvements.
11. Technical Specifications
12. Contractor Bid Forms
13. Final Cost Estimate

SPECIAL SERVICES:

Task 1.0 – Hydrologic Analysis

Pacheco Koch will provide a hydrologic analysis of the Bunny Run Watershed. The analysis will include a comparison of existing detention features and proposed park improvements. Recommendations will be made to ensure park improvements do not increase peak discharges downstream. The hydrologic analysis will include the following:

1. Hydrologic analysis of the Bunny Run Watershed based on as-built storm sewer plans and available 2-foot aerial contours.
2. Comparison of the existing and proposed park configurations based on the 2-, 5-, 10-, 25-, 50-, 100- and 500-year flood events.
3. Preliminary schematic pond outfall design.

Task 2.0 – Hydraulic Analysis

Pacheco Koch will prepare a hydraulic analysis of Bunny Run South Tributary (Zone AE floodplain) using publicly available hydraulic models with updated cross-section geometry and revised hydrology. The model will incorporate proposed park improvements such grade changes within the floodplain, bridges structures and dam modifications. The hydraulic analysis will include the following:

1. Calculation of the 2-, 5-, 10-, 25-, 50- 100- and 500-year water-surface elevations and velocities.
2. Analysis of proposed park improvements (includes 4 bridges and dam modifications)
3. Delineation of the existing and proposed 100-year and 500-year floodplains.
4. Proposed regulatory floodway analysis and delineation.

Task 3.0 – Letter of Map Revision (LOMR)

It is anticipated that increasing the Base Flood Elevations (BFE's) will not be a feasible option given the floodplain is located outside of the park boundary in several locations and acceptance from the affected land owners would be required. A Conditional Letter of Map Revision (CLOMR) is required when proposed improvements cause increases in the BFE's located within a Federal Emergency Management Agency (FEMA) designated Zone AE floodplain. Accordingly, Pacheco Koch will prepare a Letter of Map Revision (LOMR) for the Bunny Run Park improvements. The LOMR will be submitted to FEMA for approval after the improvements have been constructed and verified through a

field survey. Typical approval time of a LOMR through FEMA ranges from six (6) to eight (8) months. *This task item does not include fees associated with FEMA application and its processing, including FEMA application fees, cost for required publication of notices or other application costs.* Pacheco Koch will provide the following:

1. Narrative report documenting the hydrologic and hydraulic analysis of Bunny Run South Tributary.
2. Technical documentation.
3. Delineation of the existing and proposed 100-year and 500-year floodplains.
4. Annotated FIRM.
5. Pond maintenance and operation manual (required by FEMA).
6. FEMA application forms.
7. Draft property owner notifications and public floodway notices.
8. Coordination with FEMA for approval.

Task 4.0 – Geotechnical Coordination

It is anticipated that the City will contract with a Geotechnical Engineer to provide a report on subsurface soil conditions. HOK will coordinate with the Geotechnical Engineer by completing the following:

1. Preparing a request for services that outlines the types of proposed construction and the recommended boring locations.
2. Field staking the bores on the site for the Geotechnical Engineer.
3. Review the draft report and coordinate revisions necessary to the types of proposed construction.

Task 5.0 – Bid Phase Services

HOK will provide the following services during bidding for the City of Murphy:

1. Attend the pre-bid conference with potential bidders.
2. Respond to questions from prospective bidders.
3. Issue bid addenda as necessary.
4. Attend bid opening.
5. Prepare bid summary and recommendation of award.

Task 6.0 – Construction Administration Services

Following the award of a construction contract by the City, HOK will provide the following services during the construction of the project:

1. Attend the pre-construction conference.
2. Process submittals and shop drawings from the Contractor.
3. Visit the site periodically at key times during construction to review progress and general compliance with the intent of the plans and specifications. Approximately 5 visits are anticipated.
4. Respond to Requests for Information from the Contractor to clarify design intent or provide additional direction should field conditions require modifications to the documents.
5. Upon substantial completion by the Contractor, HOK will prepare a punch list of outstanding items that must be completed by the Contractor prior to project acceptance.
6. HOK will visit the site once to verify the punch list has been completed.

Task 7.0 – Environmental Clearance

ELM will provide the necessary documentation to clear the Timbers Nature Preserve Park site for construction with the appropriate permits from the US Army Corp of Engineers, including the following:

1. Wetland delineation and report.
2. A jurisdictional request letter from the USACE.
3. Prepare and submit Section 404 Engineering Permit.

Day to day visits, inspections and management of the contract between Contractor and City shall be the responsibility of the City of Murphy.

BASIC SERVICES FEE SUMMARY:

Task 1.0: Schematic Design	\$ 25,400.00
Task 2.0: Design Development	\$ 36,800.00

Task 3.0: Construction Documents	\$ 55,800.00
Basic Services Subtotal:	\$118,000.00

SPECIAL SERVICES FEE SUMMARY:

Task 1.0: Hydrologic Analysis	\$15,350.00
Task 2.0: Hydraulic Analysis	\$19,250.00
Task 3.0: Letter of Map Revision	\$15,350.00
Task 4.0: Geotechnical Coordination	\$ 2,000.00
Task 5.0: Bid Phase Services	\$ 4,000.00
Task 6.0: Construction Admin Services	\$23,000.00
Task 7.0: Environmental Clearance	\$10,000.00
Special Services Subtotal:	\$88,950.00

Total Phase 1 Design Services: \$206,950.00

REIMBURSABLES ESTIMATE:

Reimbursable expenses are estimated at approximately 5% of contract value. HOK will invoice at cost expenses that shall not exceed \$10,000.00.

IN SUMMARY:

1. ITEMS HIGHLIGHTED IN YELLOW ARE AUTHORIZED TO BEGIN MARCH 15TH.
(\$122,150.00)
2. IF GRANT FUNDING OF \$500,000 IS OBTAINED, THE REMAINDER OF DESIGN FEES SHALL BE AUTHORIZED AUGUST 15 (\$84,800.00)
3. IF GRANT FUNDING IS NOT OBTAINED, HOK SHALL PROCEED WITH THE REMAINDER OF THE SERVICES THROUGH CONSTRUCTION ADMINISTRATION FOR ONLY \$1,100,000 IN IMPROVEMENTS. THIS EQUATES TO 69% OF THE REMAINING FEES (\$1,100,000/\$1,600,000=68.75%) OR (\$58,300.00) AND WILL BE AUTHORIZED AUGUST 15.

Respectfully Submitted,

Wade C. Peterson, ASLA
Senior Associate, Sr. Project Manager

Issue

Consider and/or act upon approval of a tiered water rate structure.

Background

During the Council Meeting of March 1, 2011, the 2011 Drought Contingency and Water Emergency Response Plan was approved. Within this water conservation plan, tiered water rates are required and due to the review of the utility fund during this budget year a review of water rates is being performed. In order to propose tiered water rates, several items must be considered. The rate study that was done three years ago by Water Resources Management LP is the basis of our review.

The following tables and explanations will guide us through the process:

Table 1 - Average Water Usage for FY 2006 – FY 2010

The average household usage per month was approximately 17,000 gallons per month with a high of 20,000 gallons in FY2006 and low of 13,000 gallons in FY2007. The past two fiscal years average 16,000 gallons per month.

Below is a short explanation of each column:

Fiscal Year – each fiscal year from 2006 through 2010

No. Customers Billed – Number of monthly customers times 12 months equals the number of bills prepared

Total consumption – total gallons of water consumption for each fiscal year

Average consumption – total gallons of water consumption divided by number of customer billed

Water purchased – number of gallons of water purchased from North Texas Municipal Water District

Fiscal Year	No. Customers Billed	Total Consumption	Average Consumption	Water Purchased
FY 06	54,975	1,104,347,300	20,088	1,192,963,000
FY 07	60,070	802,428,894	13,358	918,871,000
FY 08	63,129	1,180,554,700	18,701	1,179,938,000
FY 09	64,899	1,058,512,100	16,310	1,118,258,000
FY 10	66,112	1,062,254,100	16,067	1,223,853,000
Average Consumption in gallons per month			16,845	

Table 2 – Debt Requirements

The total funds needed to cover debt payments for the water distribution system for next five years.

Below is a short explanation of each column:

Fiscal Year – next five fiscal years

Amount – total principal and interest due on outstanding water debt

Debt Requirements	
Fiscal Year	Amount
FY2012	\$335,051
FY2013	334,876
FY2014	334,551
FY2015	334,076
FY2016	338,376

Table 3 – Water Purchases Requirements

The funds required to purchase water from NTMWD. The rates were provided by NTMWD during their presentation to City Council on January 10, 2011. We did not increase the total of gallons as the city’s consumption has remained at a level less than the maximum. With the potential growth and the initiating of the water conservation plan, we do not expect water usage to exceed the current gallons of 1,193,806,000 per year.

Below is a short explanation of each column:

Fiscal Year – includes current year and the next five fiscal years

Gallons – number of gallons the city is contracted to purchase from NTMWD

Rate – rate per 1,000 gallons of water – current rate for FY2011 and proposed rates for future fiscal years

Amount – amount due to NTMWD based on gallons and rate

NTMWD Requirements			
Fiscal Year	Gallons	Rate	Amount
FY2011	1,193,806,000	\$1.42	\$1,695,205
FY2012	1,193,806,000	1.59	1,898,152
FY2013	1,193,806,000	1.73	2,065,284
FY2014	1,193,806,000	1.87	2,232,417
FY2015	1,193,806,000	2.00	2,387,612
FY2016	1,193,806,000	2.11	2,518,931

Table 4 – Total Debt and NTMWD Fees Requirements

This table reflects the total amount required for purchase of water and payment of principal and interest on outstanding debt.

Below is a short explanation of each column:

Fiscal Year – the next five fiscal years

Amount – total debt and water purchases requirements

Debt and NTMWD Fee Requirements	
Fiscal Year	Amount
FY2012	\$2,233,203
FY2013	2,400,161
FY2014	2,566,968
FY2015	2,721,688
FY2016	2,857,307

Table 5 – Current and Proposed Base Rate

This table reflects the total annual dollars received from customers regardless of their water usage using the current base rate and the proposed base rate. Base rate for all categories were increased by approximately 41% which will generate approximately \$294,200 more than the current base rate. The base rate of \$8.50 was approved by City Council on October 10, 1981.

Below is a short explanation of each column:

No. Meters – number of meters currently in service

Base Rate – base rate each meter (depended upon size of meter) pays regardless of water usage

Annual amount – number of meters times base rate times 12 months equals annual amount

No. Meters	Meter Size	Current Base Rate	Annual Amount
5,263	¾"	8.50	\$ 536,826
124	1"	21.25	31,620
23	1 ½"	42.50	11,730
142	2"	68.00	115,872
4	3"	136.00	6,528
8		100.00	9,600
1		272.00	3,264
5,565			\$ 715,440

No. Meters	Meter Size	Proposed Base Rate	Annual Amount
5,263	¾"	12.00	\$ 757,872
124	1"	29.95	44,566
23	1 ½"	59.90	16,532
142	2"	95.85	163,328
4	3"	191.75	9,204
8		141.00	13,536
1		383.50	4,602
5,565			\$ 1,009,640

Table 6 – Current Water Rates

This table reflects the current water rates and how they are applied to usage. There is one rate per 1,000 regardless of number of gallons of water used. Based on usage of 1,014,298,400 gallons of water, the water sales total approximately \$2,565,000.

Below is a short explanation of each column:

- Gallons – range of gallons for residential
- Rate – rate per 1,000 gallons of water for residential
- Gallons – range of gallons for sprinkler/irrigation
- Rate – rate per 1,000 gallons for sprinkler/irrigation

Residential Rate		Sprinkler/Irrigation Rate	
Gallons	Rate	Gallons	Rate
0-999,999,999	\$2.55	0-999,999,999	\$3.50

Table 7– Proposed Residential and Sprinkler/Irrigation Rates

This table reflects tiered water rates for residential and sprinkler/irrigation usage. First tier is for usage up to 20,000 which is slightly greater than the average usage over the past five years. The next tier is 20,001 to 40,000 gallons; the third tier is 40,001 to 60,000 gallons and the final tier is usage of 60,001 and over. Based on 1,014,298,400 gallons of billable water (which is approximately the billable water for FY 2010), the new rates will generate approximately \$2,689,700 or approximately \$124,700 more than the current rates.

Below is a short explanation of each column:

- Gallons – range of gallons for residential
- Rate – rate per 1,000 gallons of water for residential
- Gallons – range of gallons for sprinkler/irrigation
- Rate – rate per 1,000 gallons for sprinkler/irrigation

Residential		Sprinkler/Irrigation	
Gallons	Rate	Gallons	Rate
0-20,000	\$2.65	0-20,000	\$3.60
20,001 - 40,000	2.75	20,001 - 40,000	3.70
40,001 - 60,000	2.85	40,001 - 60,000	3.80
60,001 +	3.10	60,001 +	4.10

Table 8 – Total Proposed Revenues based on Water Rates

Approximately \$2,689,700 will be generated from the new proposed water usage rates.

Below is a short explanation of each column:

Description – type of revenues

Amount – amount of revenues generate from each type of revenues

Proposed Water Rate Summary	
Description	Amount
Base Rate Revenues	\$1,009,000
Water Sales Revenues	<u>2,689,700</u>
Total Revenues	\$3,698,700

Table 9 – Total Proposed Revenues less Debt and Water Requirements:

This table reflects total proposed revenues less the amount required for debt and purchase of water from NTMWD. Balance of \$1,465,000 is available for the operations and maintenance of the water system, the proportionate share of the cost of Customer Service, capital outlay and transfer of funds to the General Fund.

Below is a short explanation of each column:

Description – type of revenues

Amount – amount of revenues generate from each type of revenue

Proposed Water Rate Summary	
Description	Amount
Base Rate Revenues	\$ 1,009,000
Water Sales Revenues	2,689,700
Total Revenues	3,698,700
Debt and Water Requirements	<u>2,233,203</u>
Funds Available for O & M	\$ 1,465,497

Table 10 – Proposed Water Revenue Requirements:

This table reflects the funds need by fiscal year to cover the operations of the Water Distribution excluding debt and NTMWD payments. These numbers are based on the FY2011 budget and will need to be adjusted as we go through the budget session and we complete the meter audit. Please note that the transfer to the General Fund is only \$500,000 which is the water distribution share, also there is no capital or meter replacement funds included.

Below is short explanation of each column:

Water Revenue Requirements – list of each category

Fiscal Year – four fiscal years

Water Revenue Requirements	FY12	FY13	FY14	FY15
Water Operations	\$ 863,000	\$ 894,100	\$ 920,950	\$ 950,700
Meter Replacement				
Three addition employees	160,000	168,000	176,400	185,300
Capital	????	????	????	????
Customer Service	224,100	223,900	236,900	334,100
Transfer to General Fund	500,000	500,000	500,000	500,000
Total Water Requirements	\$1,747,100	\$1,786,000	\$1,834,250	\$1,970,100

With the proposed rate increases and the proposed expenditures, the water distribution is short of funding by approximately \$281,000. We can increase the base rate or increase the rate per 1,000 gallon above the proposed rates or both. Please note that increasing the rates may cause customers to use less water and the calculation was based on customers using an average amount of water each month which does not happen. The decreasing of water usage will decrease our revenues while the cyclical use of water will increase our revenues.

Options:

The water rates are scheduled to increase to \$2.60 per thousand gallons on April 1st. The following are options:

1. Implement the new rate of \$2.60 as scheduled;
2. Implement the tier rate structure with the new base rate (as presented or with additional adjustments) effective April 1st,
3. Suspend the water rate increase until July 1st and
4. Propose water rates after the meter audit is completed which will give us a better idea of the issues that need to be addressed.

Financial Considerations

Below is table reflecting total water bill using various amounts of water based on the current water rates and the proposed water rates. For a customer using the average of 20,000 gallons of water a month will see a \$5.50 increase on their water bill.

	Gallon Rate	2,000 Gal.	5,000 Gal.	10,000 Gal.	20,000 Gal.	30,000 Gal.
MURPHY	Current - Minimum \$8.50 \$2.55 PER 1000	\$13.60	\$21.25	\$34.00	\$59.50	\$85.00
	Proposed - Minimum \$12.00					
	\$2.65 up 20,000	\$17.30	\$25.25	\$38.50	\$65.00	\$92.50
	\$2.75 20,001 to 40,000					
	\$2.85 40,001 to 60,000					
	\$3.10 60,001 +					
	Increase	\$3.70	\$4.00	\$4.50	\$5.50	\$7.50

Attachments

- 1) City Water Rate Comparison Report

Linda Truitt, Finance Director
 Submitted By

 City Manager Approval

CITY WATER RATE COMPARISON REPORT

CITY	WATER					
	Gallonge Rate	2000 Gal.	5000 Gal.	10000 Gal.	20000 Gal.	30000 Gal.
MURPHY	MINIMUM \$8.50 \$2.55 PER 1000	\$13.60	\$21.25	\$34.00	\$59.50	\$85.00
MURPHY - PROPOSED RATES	MINIMUM \$12.00 0 - 20,000 GAL. \$2.65 PER 1000 20,001 - 40,000 GAL. \$2.75 PER 1000 40,001 - 60,000 GAL. \$2.85 PER 1000 60,000 + GAL. \$3.10 PER 1000	\$ 17.30	\$ 25.25	\$ 38.50	\$ 65.00	\$ 92.50
ALLEN 5/8 METER	1,500 GALLONS \$8.47 1,501-15,000 GAL. \$2.36 PER 1000 15,001-25,000 GAL. \$2.95 PER 1000 25,001-50,000 GAL. \$3.69 PER 1000 50,001-75,000 GAL. \$5.54 PER 1000 OVER 75,000 GAL. \$8.31 PER 1000	\$13.19	\$20.27	\$37.97	\$67.47	\$119.17
ALLEN 3/4 METER	1,500 GALLONS \$14.12 1,501-15,000 GAL. \$2.36 PER 1000 15,001-25,000 GAL. \$2.95 PER 1000 25,001-50,000 GAL. \$3.69 PER 1000 50,001-75,000 GAL. \$5.54 PER 1000 OVER 75,000 GAL. \$8.31 PER 1000	\$18.84	\$25.92	\$37.72	\$73.12	\$124.82
FARMERSVILLE	FIRST 1,000 GAL. \$10.15 1,001- 10,000 GAL. \$3.56 PER 1000 10,001- 20,000 GAL. \$4.77 PER 1000 OVER 20,000 \$5.84 PER 1000 (EVERYTHING OVER 10,000 GAL. INCLUDES A 10% SURCHARGE)	\$17.27	\$27.95	\$57.85	\$126.95	\$185.35
HIGHLAND VILLAGE	BASE CHG \$16.72 MIN (0-4000) GAL. = \$9.55 4,001-10,000 GAL. \$.85 PER 1000 10,001 -20,000 GAL. \$ 2.85 PER 1000 20,0001-30,000 GAL. \$4.00 PER 1000 30,001-40,000 GAL. \$5.10 PER 1000 OVER 40,000 GAL. \$6.55 PER 1000	\$9.55	\$10.40	\$14.65	\$43.15	\$83.15

CITY WATER RATE COMPARISON REPORT

CITY	WATER					
	Gallorage Rate	2000 Gal.	5000 Gal.	10000 Gal.	20000 Gal.	30000 Gal.
MCKINNEY	MINIMUM \$11.50 1 -20,000 GAL. \$3.17 PER 1000 20,000 - 40,000 GAL. \$3.96 PER 1000 OVER 40,000 GAL. \$4.75 PER 1000	\$17.84	\$27.35	\$43.20	\$74.90	\$130.30
PLANO	BASE RATE \$16.93 1,001 - 5,000 GAL. \$0.39 PER 1000 5,001 - 20,000 GAL. \$2.01 PER 1000 OVER 20,000 GAL. \$4.02 PER 1000	\$17.71	\$18.88	\$37.03	\$57.13	\$137.53
RICHARDSON	BASE RATE \$7.00 1,000 - 11,000 GAL. \$2.95 PER 1000 11,001 - 20,000 GAL. \$3.19 PER 1000 20,001 - 40,000 GAL. \$3.33 PER 1000 40,001 - 60,000 GAL. \$3.87 PER 1000 OVER 60,000 GAL. \$4.05 PER 1000	\$12.90	\$21.75	\$36.50	\$70.80	\$109.90
SACHSE	BASE RATE \$7.00 0 - 10,000 GAL. \$2.03 PER 1000 10,001 - 15,000 GAL. \$2.54 PER 1000 15,001 - 20,000 GAL. \$3.05 PER 1000 20,001 - 30,000 GAL. \$3.56 PER 1000 OVER 30,000 GAL. \$4.07 PER 1000	\$11.06	\$17.15	\$27.30	\$68.00	\$113.80
SOUTHLAKE	BASE RATE 0 - 2,000 GAL. \$26.60 2,001 - 10,000 GAL. \$2.97 PER 1000 10,001 - 25,000 GAL. \$3.47 PER 1000 25,001 - 40,000 GAL. \$3.72 PER 1000 OVER 40,001 GAL. \$4.22 PER 1000	\$26.60	\$35.51	\$50.36	\$89.06	\$130.76
WYLIE	BASE RATE 0-1,000 GAL. \$8.90 1,001 - 10,000 GAL. \$2.82 PER 1000 OVER 10,000 GAL. \$3.68 PER 1000	\$17.80	\$23.00	\$45.70	\$82.50	\$119.30

Issue

Discussion regarding the purpose and procedures for the Community Events Committee.

Background

The Community Events Committee (CEC) was established by the City Council in 2008 as an advisory committee. Community events have expanded to four events - Picnic by the Pond, Moonlight Movies, Maize Days, and Christmas in the Park. The City now has staff available to assist in coordinating community events. Keri Kirkwood, Community Recreation Coordinator, is the current CEC staff liaison. The Murphy Community Development Corporation (MCDC) began two years ago funding community events with a 10% promotional fund from the ½ cent sales tax budget. CEC would like to develop more events but with limited funds and staff, additional events must be carefully considered.

CEC met November 18th and December 9th, and discussed the need for adjusting the job description of the committee. The committee now has 10 members and is more of a working committee, not entirely an advisory committee. For smaller events such as, Moonlight Movies, Picnic by the Pond, and Christmas in the Park, the committee no longer only plans the events, but will assist the staff in actually working the event, and/or in gathering additional community resources to add to the event. The issue is how does staff and CEC manage the Maize Days event and any future new events.

CEC members have discussed and outlined (see attached) how they would recommend the committee and staff work together for the upcoming Maize Days.

City Manager Recommendation

I have reviewed the CEC's recommendations and thought extensively how this will help move our community event planning to the next level. Maize Days is an exciting event that has grown over the past three years and its success is partly due to the working partnership between City Council, staff, CEC and the many volunteers. The challenge is how we make this event, Christmas in the Park, Moonlight movies, Picnic in the Park and other events all sync together with even greater success. It takes a coordinated effort to understand all of the pieces of the puzzle and how they impact one another. I believe that this item, and in general all boards and commissions, be discussed at our Strategic Objective Session. This will give us the opportunity to develop a plan that provides a clear message on how our boards/commissions function, responsibilities of City Council, staff and the boards/commissions and the vision/expectations of the City Council for the boards/commissions. Our boards/commissions provide a great service to this community by reviewing, discussing and recommending items for the City Council to consider for action. This is a great opportunity for everyone to get on the same page.

Attachments

- 1) Current and Previous CEC resolutions
- 2) CEC recommendations

Kim Lenoir, Community Services Manager
Submitted By

City Manager Approval

CITY OF MURPHY, TEXAS

RESOLUTION 05-R-510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, ESTABLISHING A PUBLIC EVENTS ADVISORY COMMITTEE; PROVIDING FOR THE COMPOSITION OF THE COMMITTEE; PROVIDING THE PURPOSE OF THE COMMITTEE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Article VIII, section 8.01 of the City of Murphy, Texas Home-Rule Charter authorizes the City Council to create committees deemed desirable by the City Council and those which may be necessary to carry out the functions and obligations of the City; and

WHEREAS, Article VIII, section 8.01 of the City of Murphy, Texas Home-Rule Charter also provides that the City Council shall by ordinance or resolution prescribe the purpose, composition, function, duties, accountability and tenure of each board, commission, and committee; and

WHEREAS, the City Council finds a committee named the Public Events Advisory Committee should be established to propose and assist public City events within the City of Murphy, Texas; and

WHEREAS, the Public Events Advisory Committee shall be an advisory committee to City Council.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Murphy, Texas, and are fully incorporated into the body of this resolution.

Section 2. Name and Composition of Committee. There is hereby established a Public Events Advisory Committee, which shall consist of seven (7) members. The members serve two (2) year terms. Individuals who are qualified voters in the City may be appointed by the City Council to serve on the Public Events Advisory Committee. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Members serve without compensation but may be reimbursed for actual expenses as approved by the City Council. Any member of the Public Events Advisory Committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve (12)-month period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council, forfeit his or her position on the Public Events Advisory Committee.

Section 3. Quorum; Minutes. The Public Events Advisory Committee shall conduct its meetings in accordance with the Texas Open Meetings Act, chapter 551 of the Texas

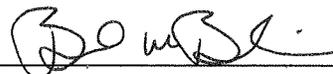
Government Code, as amended. Four (4) of the seven (7) members shall constitute a quorum for the purpose of transaction of business. The Public Events Advisory Committee shall keep and maintain minutes of any proceedings held and shall promptly submit the minutes of such proceedings to the City Council.

Section 4. Purpose of Committee. The Public Events Advisory Committee shall be responsible and act as an advisory board to the City Council. The Public Events Advisory Committee shall:

- (a) make recommendations to the City Council on future City-supported public events; and
- (b) provide such assistance as may be directed by the City Council or City Manager towards City-supported public events.
- (c) hold at least one meeting every three months and as many additional meetings as it deems necessary to transact the business of the committee.

Section 5. Effective Date. This resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Murphy, Texas, on this the 15th day of August, 2005.



Bret M. Baldwin, Mayor
City of Murphy

ATTEST:



Aimee Nemer, City Secretary
City of Murphy

APPROVED AS TO FORM AND LEGALITY:

Robert Brown, City Attorney

CITY OF MURPHY, TEXAS

RESOLUTION NO. 08-R-603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, REPEALING RESOLUTION NUMBER 05-R-510; ESTABLISHING A COMMUNITY EVENTS COMMITTEE; PROVIDING FOR THE COMPOSITION OF THE COMMITTEE; PROVIDING THE PURPOSE OF THE COMMITTEE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Article VIII, section 8.01 of the City of Murphy, Texas Home-Rule Charter authorizes the City Council to create committees deemed desirable by the City Council and those which may be necessary to carry out the functions and obligations of the City; and

WHEREAS, Article VIII, section 8.01 of the City of Murphy, Texas Home-Rule Charter also provides that the City Council shall by ordinance or resolution prescribe the purpose, composition, function, duties, accountability and tenure of each board, commission, and committee; and

WHEREAS, the City Council approved Resolution No. 05-R-510 on August 15, 2005, establishing the Public Events Advisory Committee to propose and assist public City events within the City of Murphy, Texas; and

WHEREAS, the City Council desires to repeal Resolution No. 05-R-510 thereby abolishing the Public Events Advisory Committee; and

WHEREAS, the City Council desires to establish a Community Events Committee for the purpose of planning, administering, and advising the Council regarding Community Events; and

WHEREAS, the initial composition of the Community Events Committee shall be composed of existing Public Events Advisory Committee members who are willing to continue to serve on the Community Events Committee; and

WHEREAS, the ongoing composition of the Community Events Committee shall consist of qualified voters of the City appointed by Council in accordance with Article VIII, Section 8.01 of the City Charter for staggered terms.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Murphy, Texas, and are fully incorporated into the body of this resolution.

Section 2. Name and Composition of Committee. There is hereby established a Community Events Committee, which shall consist of qualified voters of the City appointed by Council in accordance with Article VIII, Section 8.01 of the City Charter. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Members serve without compensation but may be reimbursed for actual expenses as approved by the City Council. Any member of the Community Events Committee who is absent from three consecutive regular meetings, or twenty-five percent of regularly scheduled meetings during the twelve month period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council, forfeit his or her position on the Community Events Committee.

Section 3. Purpose of Committee. The Committee Events Committee shall:

- (a) Plan, administer, and advise the City Council regarding community events with assistance and approval of City Staff or City Council as necessary.

Section 4. Minutes. The Community Events Committee shall keep and maintain minutes of any proceedings held and shall promptly submit the minutes of such proceedings to the City Council.

Section 5. Effective Date. This resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Murphy, Texas, on this the 16th day of June, 2008.

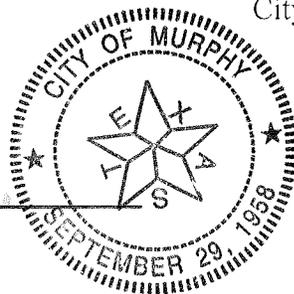


Bret M. Baldwin, Mayor
City of Murphy

ATTEST:



Aimee Nemer, City Secretary
City of Murphy



APPROVED AS TO FORM AND LEGALITY:

Wm. Andrew Messer, City Attorney

Community Events Committee Goals

1. Create a successful family & adult oriented event unique to the City of Murphy.
2. Alleviate city employees' burden of planning and managing Maize Days, thereby allowing employees to focus on their other numerous job responsibilities
3. Utilize the vast knowledge and experience of committee members to coordinate and manage every aspect of Maize Days with support and guidance from City Council and staff.
4. Follow an established procedure to eliminate significant and costly delays in the committee's process of putting the festival together.

CEC Job Descriptions

1. Committee will coordinate and manage Maize Days with bi-weekly reports to City Manager and City Liaison.
2. Decisions would be made by a voting process with the committee members and city liaison.
3. City will provide list of companies that the committee will not contact for sponsorship.
4. Committee members will be assigned to chair a specific area of event (i.e. sponsorships, kidzone, etc.).
5. Each committee chair will send updates to Debbie, who will send completed reports to City Manager and City Liaison directly.
6. Committee members will not receive or collect any funds involving Maize Days. Payments will be referred to Keri and Kim.
7. Committee will approve in-kind donations up to a maximum of eight booths (i.e. photographer, advertising, etc.).
8. Sponsors will be provided a booth space in vendor area, if requested (included in sponsorship package).

Primary Point of Contact

1. Sponsors – Nancy
2. Volunteers – Camille & Angelia
3. Entertainment – Debbie
4. Kid Zone – Barbara
5. Food Court – Greg
6. Vendors – Nancy
7. Decorations/Hay/Scarecrow Contest – Maggie
8. Carshow – Paul
9. Media – Angelia
10. Corn Cookoff – Church group
11. Bounce House – Elevate Church (?)

Deadlines

July 1st – Sponsorship closes

July 15th – Deadline to send any print/advertising/t-shirts

Sept. 2nd – Vendor and Food Booths close

Sept. 9th – Map layout to be completed

To Do Items

1. Design/assign map layout – Keri & Nancy
2. Print sponsorship packages – Keri & Kim
3. Food & Vendor packages – Keri & committee (stuff during a committee meeting)
 - a. Information packet
 - b. Parking Pass
 - c. Map with layout
 - d. Point of contact
 - e. Weather contingencies
4. Sponsor packages – Keri & committee (stuff during a committee meeting)
 - a. Information packet
 - b. Parking Pass
 - c. Map with layout
 - d. Point of contact
 - e. Weather contingencies
 - f. T-shirts
 - g. Food & beverage coupons
 - h. Badges/ID
5. Entertainment – Keri & committee
 - a. TBD based on band requirements
 - b.
6. Volunteer food – TBD
7. Weather contingency plan outlined

Issue

Discussion regarding establishing a Youth Advisory Commission.

Background

The Youth Advisory Commission (YAC) has been a topic of Council discussion over the past few years. The Texas Municipal League supports the formation of YAC's in Texas cities and facilitates the program through an annual conference.

Councilmember Halbert and City Secretary Nemer attended the 2011 YAC Conference held in February. Several contacts were made with the various cities represented. The YAC programs vary in structure, size, and focus.

Staff is in the process of researching programs with the City of Garland, Burleson, Flower Mound, and Rockwall; as these programs seem to be well established and have similar initiatives.

Financial Considerations

If the City determines to establish a YAC, a budget would have to be established. Most programs provide funding for member shirts, incentives for meeting attendance (such as food), and attendance to the annual YAC conference. The City of Burleson budgets \$6000 for 13 youth and two adult members. Rockwall budgets \$2000-\$3000. Garland budgets \$2500.

Board/Staff Recommendation

Council direction is requested. If Council wishes to pursue this program, staff recommends that a Work Session be scheduled to discuss goals and details of a YAC in Murphy.

Attachments

- 1) Information from the TML website
- 2) Information from Flower Mound, Rockwall, Garland, and Burleson YAC Programs

Aimee Nemer, City Secretary
Submitted By

City Manager Approval

The Texas Municipal League and Youth Programs

The formation of youth advisory commissions (YAC) in cities across the state is a priority of the TML Board of Directors. In 2003, then-TML President Jackie Levingston championed the issue, and today more than 60 Texas cities have programs that involve youth. This initiative provides cities with energetic volunteers for civic projects, gives city leaders a fresh perspective on issues challenging our cities, and creates a sense of accomplishment for our youth.

TML Supports City Youth Programs

The 11th Annual Texas Youth Advisory Commission Summit was held February 25-26, 2011, in Austin. For information about the 2012 YAC Summit, contact Rachael Pitts at rpitts@tml.org or 512-231-7472.

[Join TML's e-mail list for information on future youth activities](#)

Have a question? Ask the TML YAC resource group a question. Send your question to youthprograms@tml.org and it will be e-mailed to members of the TML YAC resource group.

City Youth Programs in Texas

DeSoto

Contact: [Chris Glover](#)

- DeSoto Youth Advisory Council Web site

El Paso

Contact: [Diana Nunez](#)

- Mayor's 100 Teens Program
- Mayor's 100 Teens Web site

Flower Mound

Contact: [Kimberly Cheek](#)

- YAC Newsletter
- YAC Brochure

Fort Worth

Contact: [Carol Everhart](#)

- YAC Brochure
- YAC Mission Statement and Release Form
- YAC Commitment Pledge
- YAC Web site

Garland

Contact: [Dorothy White](#)

- Youth Council Application Packet
- Youth Council Bylaws
- Youth Council Mission and Purpose Statement
- Youth Council Web site

Houston

Contact: [Yolanda Alvarado](#)

- Expectation Graduation -- The Reach Out to Dropouts Walk 2008
- Expectation Graduation Web site

Killeen

Contact: [Sheri Watson](#)

- YAC Brochure
- YAC Bylaws
- YAC Web site

Lake Jackson

Contact: [Terri Cardwell](#)

- Youth Advisory Commission Web site

Rockwall

Contact: [Kristy Ashberry](#)

- YAC Bylaws
- YAC Brochure and Application

Sugar Land

Contact: [Marissa Bazan](#)

- Application
- Flyer
- Press Release
- Web site

City Youth Programs in Other States**Caldwell, Idaho**

Contact: [Mayor Garret Nancolas](#)

- Starting a YAC
- Bylaws
- Application
- Sample Meeting Agenda
- Sample Meeting Minutes
- Community Service Award Application

Portland, Oregon

Contact: [Nate Waas Shull](#)

- Children's Bill of Rights
- Multnomah Youth Commission

Other Resources

National League of Cities Youth Education and Families

Twenty-Five Ways City Officials Can Help Youngsters Learn About Local Government



www.flower-mound.com/parks

Who Are We?

High School students who serve on the Flower Mound Youth Action Council are here to serve our community. Members, aged 14-19 years old, serve as an advisory group to the Town of Flower Mound Parks and Recreation Division regarding issues that affect youth through problem solving, education, social activities, and service projects in our community.

Want to Join the Fun?

We are always looking for energetic individuals looking to impact our community to join our team! As long as you can answer "Yes!" to the following questions we would love to hear from you:

- 14 - 19 years old
- Flower Mound Resident
- Possess Leadership Skills
- Involved in Extra-Curricular Activities
- Have a Vision for the future

972.874.6276

Application for Rockwall Youth Advisory Council

Drop off or Mail to: Rockwall City Hall,
Attn: City Secretary 385 S. Goliad Rockwall, TX 75087

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Are you a resident of Rockwall County?

YES NO

Home Phone #: _____

Cell Phone #: _____

E-mail: _____

School: _____

Grade: _____

Age: _____ Date of Birth: _____

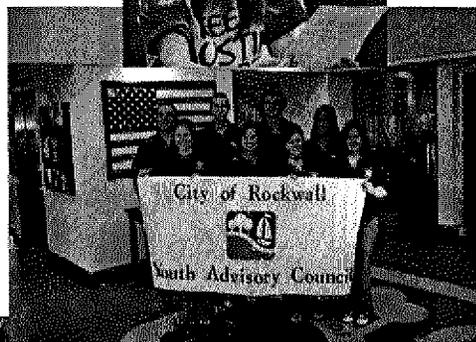
Club & Activity involvement: _____

Briefly state why you're interested in YAC:

Participation requirements are an essential part of the YAC program. Are you willing to commit the time & effort required?

YES NO

Please submit at least one letter of recommendation from a teacher, counselor, principal or adult family friend.



Rockwall ISD Liaisons:

Ray Harton, RHS Asst. Principal

Eric Steinmiller, RHS Fine Arts

City of Rockwall Liaison:

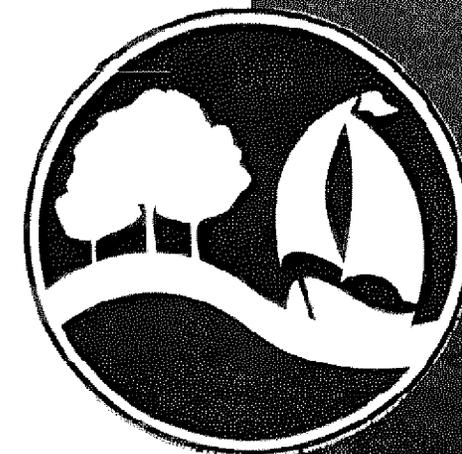
Kristy Ashberry, City Secretary



Note: Also open to private school and home school students



**ROCKWALL
YELLOW JACKETS**



**City of Rockwall
Youth Advisory Council**

City of Rockwall
City Secretary's Office

385 S. Goliad
(972) 772-6409

What is the Rockwall Youth Advisory Council?

Mission

The purpose of the Rockwall Youth Advisory Council is to encourage participation by local youth in municipal government. The YAC takes initiatives directed toward effective change that benefits local youth and provides positive community impact through organized participation in various city sponsored activities and events.



Members of YAC work on a community service project at the annual statewide YAC Summit.

"I'm glad that there's a way to help my community with the youth in mind. We're the youth's voice in city government."

- Rachel Hall, 2004-05 YAC



YAC Activities...

- ◆ Promote youth participation in local government
- ◆ Periodically attend Council and other Boards or Commissions meetings
- ◆ Conduct a youth town hall meeting at least annually to receive input from youth on particular issues
- ◆ Make recommendations to City Council relative to youth issues, programs and activities
- ◆ "Shadow" City Council, Board and/or Commission members to gain understanding of policy decision-making and service to citizens
- ◆ Participate in city sponsored activities and events
- ◆ Visit Rockwall Municipal Court to better understand the local court system
- ◆ Participate in fundraising related to YAC project
- ◆ Attend annual statewide YAC Summit
- ◆ Assist with annual recruitment of YAC members

"I have a genuine interest in politics, history and government which is the primary reason that I joined YAC."

- John Vuckovic, 2007-08 YAC

"Being a member of YAC has been an amazing experience, and I would highly recommend it to anyone interested!"

- Marisa Olind, 2007-08 YAC

What Commitment is Required of YAC members?

The Rockwall YAC meets the first Thursday of the month at 6:00 p.m. in the Rockwall City Council Chambers from September through May. Participants are expected to attend all monthly YAC meetings as well as a City Council Meeting, a municipal court session and at least one other Board or Commission meeting throughout the year. Members will also participate in one weekend trip to attend the annual statewide YAC Summit. Members will complete a Council assigned project each year and be involved in fundraising associated with this project. YAC members are eligible to receive community service hours when volunteering their time at a city sponsored, fundraising, community service or non-profit event. YAC will host one youth town hall meeting each year to hear feedback from youth in the community. Each year YAC members hold one social event such as a holiday party, night at the bowling alley or informal dinner.

What are the Benefits of serving on the Rockwall YAC ?

- Opportunity to impact issues affecting today's youth
- Leadership development & growth
- Sense of pride from serving the community
- Increased knowledge of local government
- Peer networking
- Chance to develop public speaking skills
- Free food from time-to-time! ☺ (Yum!)

How do I Apply to Serve?

Fill out the form on the back side of this panel and return it to Rockwall City Hall. You may also fill out and submit an application on-line at www.rockwall.com/YouthCouncil/index.asp. Applications may be accepted towards the end and beginning of each school year. Please call the City Secretary for information on specific application deadlines. Be sure to include at least one letter of recommendation from a teacher, counselor, principal, or adult family friend with your application.

The Garland Youth Council

Mission

The mission of the City's Youth Council is to provide a forum which educates Garland's youth to the various workings of City business, and allows youth to be a voice to address their particular ideas and concerns.

Purpose

To serve as a vehicle to make sure the City Council is aware of needs and wants of Garland youth throughout the City.

- To promote and educate participants to the local political process.
- To assist the Mayor and Council in scheduling meetings which address youth concerns.
- To assure youth adherence to the criteria for membership in the Youth Council.
- To serve as ambassadors and messengers for the City of Garland.

Structure/Organization

- The Youth Council will be comprised of nine members.
- The Mayor and Council Members may appoint one member each.
- The Youth Council will meet once a month, September through August. Committees will meet as needed.
- The Youth Council Members will elect their own Chairman, Vice-Chairman, Secretary and Historian.
- This program will be for a two-year term, and applications will be received from High School Juniors only. *

- Applicants for the Youth Council should reside in Garland.
- Applicants shall complete the standard application (Boards and Commissions); attach two letters of recommendation; and submit an essay of why they want to be part of the Youth Council.
- The City Manager's Office will assign a staff member to be the liaison for the Youth Council.
- City Council participation is highly recommended.

* The Youth Council is considering an extension of this term to two years. See www.garlandyouthcouncil.org to read the Youth Council bylaws.

I Want to... [Community](#) [Government](#) [Departments](#) [Services](#) [Doing Business](#)



Home > Government > Mayor's Youth Council > Join Us

Search



Online Payments	Meetings & Video	Notify Me
Maps	Let Us Know	E-News-Letter

Join Us!

Join Us!

The Mayor's Youth Council is the connection between the [City Council](#) and youth of Burleson. Everyone is invited to join us at the monthly Mayor's Youth Council meeting. If you would like to join us as a voting member, you will have to take part in the nomination process outlined below.

Eligible Youth Council Members are:

- 13-19 years of age (at start of term June 1)
- Reside in Burleson or the ETJ (extra-territorial jurisdiction)
- Have a passion to be the voice of Burleson youth, and
- Show leadership qualities within the community

Nomination Process

1. **NOMINATE:** get nominated by an adult. Any adult may nominate a student who they feel will be an asset to the Mayor's Youth Council by filling out the [Nomination Form](#). (*Adult Nominations of Youth will be accepted February 28, 2011- April 4, 2011*)
2. **APPLY:** submit your youth questionnaire. Each nominated youth must fill out the [Youth Questionnaire](#) to continue in the process. (*Youth Questionnaires are due by April 11, 2011*)
3. **INTERVIEW:** complete an in-person interview. Nominations and applications will be reviewed by a panel who will select youth to complete an in-person interview. The panel will then submit their recommendations for City Council appointment to the Mayor's Youth Council. (*Interviews are tentatively scheduled for April 20, 2011 & April 21, 2011*)

Adult Voting Members

The Mayor's Youth Council allows for two (2) adult voting positions. If you are interested in serving as an Adult Voting Member of the Mayor's Youth Council, please fill-out the [Adult Voting Member Application](#). (*Adult Voting Member Applications are due by April 11, 2011*)

Benefits of Serving on the Youth Council

The Mayor's Youth Council is a diverse, collaborative body of youth who help the Burleson City Council identify current issues affecting area youth. Join the Mayor's Youth Council to share your ideas and see them come alive. Learn more about how local government touches your life everyday. Experience networking with other youth who have the same passion as you and get an opportunity to enhance your leadership, communication, and problem-solving skills.

Forum

Contact Us

For more information, [Email](#) the assistant to the city manager or call 817-426-9682.

Home [Contact Us](#) [FAQs](#) [Links](#) [Sitemap](#) [Accessibility](#) [Copyright Notice](#) [Translate](#) [Employees](#) [Using Renewable Energy](#) Powered by CivicPlus

City of Burleson | 141 W. Renfro St. | Burleson, TX 76028-4296 | Phone: 817-426-9600

Issue

Discussion regarding the Board and Commission appointment process.

Background

Currently, City Council establishes an Interview Panel each year comprised of three councilmembers who interview new applicants as well as current board members who are seeking reappointment. The panel then makes recommendations to the full Council.

Previously, City Council conducted a brief interview of applicants at a Council meeting followed by Council action to appoint members.

Staff is proposing an Applicants Reception hosted by City Council to be held in May for all applicants. The reception would be an informal meet and mingle event in which applicants would be able to visit with current board members, staff liaisons, and Councilmembers. This reception would take the place of the interview with the panel.

If Council desires, a Council panel can still be established to make recommendations to the full Council at a meeting scheduled after the reception.

Financial Considerations

Minimal funding would be required for an Applicants Reception if the City Council determines to use this process.

Board/Staff Recommendation

Council direction is requested.

Aimee Nemer, City Secretary
Submitted By

City Manager Approval