

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
NOVEMBER 5, 2013 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094



Eric Barna
Mayor

Owais Siddiqui
Mayor Pro Tem

Ben St. Clair
Deputy Mayor Pro Tem

Scott Bradley
Councilmember

Betty Spraggins
Councilmember

Bernard Grant
Councilmember

Rob Thomas
Councilmember

James Fisher
City Manager

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

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. ROLL CALL & CERTIFICATION OF A QUORUM

4. PUBLIC COMMENTS

5. PRESENTATION ITEMS :

A. Proclamation for American Cancer Society Relay for Life Caregiver Awareness Month

B. Presentation of Keep Murphy Beautiful Community Awards

6. CONSENT AGENDA

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

A. Consider and/or act upon the October 15, 2013 regular meeting minutes.

7. INDIVIDUAL CONSIDERATION

A. Consider and/or act upon Murphy Central Park:

1. Operations policy, rentals and application for the amphitheater; and,
2. Amended fee schedule for deposits and miscellaneous fees.

B. Discussion regarding board and commission activities, including events and training.

C. Consider and/or take action on the Water Conservation/Drought Management Policy.

D. Consider and take appropriate action on a Resolution adopting an Advanced Funding Agreement with TxDOT for improvements along North Murphy Road.

8. CITY MANAGER/STAFF REPORTS

North Murphy Road Construction Update

Murphy Central Park Construction Update and Opening Schedule

PSA Murphy Opening

Safe Routes to School Update

Employee Cook Out – November 11th

Christmas in the Park – December 5th

9. ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on November 1, 2013 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.



Kristi Gilbert, TRMC, CMC, CPM
City Secretary

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

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

**CITY COUNCIL MINUTES
OCTOBER 15, 2013 REGULAR CITY COUNCIL MEETING**

1. CALL TO ORDER

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

2. INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Barna gave the invocation and led the recitation of the Pledge of Allegiance.

3. ROLL CALL & CERTIFICATION OF A QUORUM

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

Mayor Eric Barna
 Mayor Pro Tem Owais Siddiqui
 Deputy Mayor Pro Tem Ben St. Clair
 Councilmember Scott Bradley
 Councilmember Betty Nichols Spraggins
 Councilmember Bernard Grant
 Councilmember Rob Thomas (*arrived at 6:39 pm*)

Councilmembers absent: None

4. PUBLIC COMMENTS –

April Forehand, 629 Morning View Way- Ms. Forehand asked the Council if a street light could be installed on Betsy Drive to allow for better viewing of traffic.

5. PRESENTATION ITEMS –

A. Mayor Barna presented a proclamation to the manager of the Murphy Firehouse Subs store recognizing the Firehouse Subs Public Safety Foundation for their provision of a grant to fund a 2013 Kawasaki mule equipped with emergency medical gear.

6. CONSENT AGENDA

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

A. Consider and/or act upon meeting minutes:

1. September 23, 2013 special meeting minutes; and,
2. October 1, 2013 regular meeting minutes.

B. Consider and take action, if any, on the approval of an ordinance approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2013 annual rate review mechanism filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse cities' reasonable ratemaking expenses; repealing conflicting resolutions or ordinances; determining that this ordinance was passed accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; providing a most favored nations

clause; and requiring delivery of this ordinance to the company and the steering committee's legal counsel. (*Ordinance 13-10-960*)

- C. Consider and take action, if any, on a Resolution approving the 2013 tax roll with a total levy of \$9,201,542.33 as certified by Kenneth L. Maun, Tax Assessor Collector for Collin County. (*Resolution No. 13-R-782*)

COUNCIL ACTION (6.A. – 6.C.):

APPROVED

Mayor Pro Tem Siddiqui moved to approve the consent agenda as presented. Deputy Mayor Pro Tem St. Clair seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0.

7. INDIVIDUAL CONSIDERATION

- A. Consider and take action, if any, on the request by the Glen Ridge Estates Homeowners Association to waive permit and/or impact fees for a proposed beautification project located at the intersection of Glen Ridge Drive and Heritage Drive.

City Manager James Fisher stated that he had a conversation with TxDOT regarding the history of damages at the entrance. Mr. Fisher recommended waiving the fees.

Councilmember Grant indicated that he did not have an issue with waiving the fees because of the property damage as a result of North Murphy Road construction activities.

Mayor Pro Tem Siddiqui indicated his agreement with Councilmember Grant's statement, but commented that he was hesitant to vote on the item until more information has been obtained regarding the project status.

COUNCIL ACTION (7.A.):

APPROVED

Councilmember Grant moved to approve a request of the Glen Ridge Estates Homeowners Association to waive permit and/or impact fees for a proposed beautification project located at the intersection of Glen Ridge Drive and Heritage Drive. Councilmember Bradley seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0.

- B. Consider and take action, if any, on the results of the bids received for the Animal Shelter Project.

Mr. Fisher stated that staff was surprised at the high dollar amount of the bids. Mr. Fisher stated that approximately \$150,000 of the cost of the shelter was proposed to be funded by the Municipal Development District (MDD). Mr. Fisher stated that a recent Attorney General ruling indicated that an animal shelter was not an approved use of MDD funds, despite the City Attorney's disagreement. Mr. Fisher recommended the rejection of all bids.

Police Chief GM Cox stated that options included removing items from the project or making the facility smaller, neither of which was recommended. Chief Cox stated that another option was to expand and improve the current facility, which was not advisable.

David Duman, Quorum Architects, stated that the bids were much higher than others for a comparable facility.

Mayor Barna suggested that Mr. Duman review the project with the general contractors to determine the reasoning behind the bids, assuming the bids are rejected.

COUNCIL ACTION (7.B.):**REJECT & REBID**

Councilmember Bradley moved to reject all bids, create a new bid package and rebid the project in its entirety. Deputy Mayor Pro Tem St. Clair seconded the motion. For: Unanimous. The motion carried by a vote of 7 to 0.

- C. Discussion on the improvements to North Murphy Road and an update on the Safe Routes to School project along North Murphy Road.

Mr. Fisher asked the Council to consider taking ownership of North Murphy Road in order to have greater control of projects along the route.

Caleb Thornhill, Project Manager with Freese and Nichols, provided the Council with an update on the Safe Routes to School project. Mr. Thornhill provided pros and cons with taking North Murphy Road off-system.

Council held discussions with regard to construction activities on North Murphy Road including the cost of maintenance if the road is taken offline.

COUNCIL ACTION (7.C.):**NON ACTION ITEM**

No action was taken.

- D. Consider and take action, if any, on the City Council meeting schedule for November and December 2013 and January 2014.

COUNCIL ACTION (7.D.):**AMEND DECEMBER MEETING**

Councilmember Grant moved to keep the November and January meetings as scheduled and amend the December schedule to have a single meeting on December 10, 2013. Mayor Pro Tem Siddiqui seconded the motion. For: Barna, Siddiqui, St. Clair, Bradley, Nichols Spraggins and Grant. Opposed: Thomas. The motion carried by a vote of 6 to 1.

- E. Discussion regarding setting a date and time for a fall Council planning session.

Mr. Fisher provided a quick review of the City's history and the need for a fall planning session. Council held discussions with regards to holding a planning session on Friday, November 15th and Saturday, November 16th.

COUNCIL ACTION (7.E.):**NON ACTION ITEM**

No action was taken.

- F. Consider and take action, if any, on the 2014 City of Murphy Holiday Schedule.

COUNCIL ACTION (7.F.):**APPROVED**

Mayor Pro Tem Siddiqui moved to approve the holiday schedule as presented with an early close of December 24th and December 26, 2014 off. Councilmember Nichols Spraggins seconded the motion. For: Unanimous. The motion carried by a vote of 7 to 0.

EXECUTIVE SESSION (Item 8.)

The City Council convened into Executive Session at 7:22 p.m. pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- A. §551.071 Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings act regarding:
Zoning and subdivision regulation issues involving the Ranch/ Gables subdivisions
- B. §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of :
 - 1. City Secretary;
 - 2. Municipal Court Judge; and,
 - 3. City Attorney

RECONVENE INTO REGULAR SESSION (Item 9.)

The City Council reconvened into Open Session at 8:35 p.m. pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- A. §551.071 Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings act regarding:
Zoning and subdivision regulation issues involving the Ranch/ Gables subdivisions
- B. §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of :
 - 1. City Secretary;
 - 2. Municipal Court Judge; and,
 - 3. City Attorney
- C. Consideration, if any, on executive session items.

No action was taken as a result of executive session items.

Mayor Barna stated that the Council conducted a very positive annual review of City Secretary Kristi Gilbert and the Council was looking forward to many more years as the City Secretary.

Councilmember Bradley moved to approve a resolution approving a contract for professional judicial services. Mayor Pro Tem Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 7 to 0.

CONTINUE ITEM 7.G.:

- G. Discuss Planned Development District Ordinance No. 03-10-590 (Gables and Ranch), Section H. Screening.

Mayor Barna stated that he had been working with residents of the subdivision to come to a conclusion and is currently waiting on a response from the homeowners association. Mayor Barna stated that the City cannot do anything on the matter until there is further communication from the homeowners association indicating their willingness to work on the fence.

COUNCIL ACTION (7.G.):

No action was taken.

NON ACTION ITEM

8. CITY MANAGER/STAFF REPORTS

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

- North Murphy Road Construction Update
- Murphy Central Park Construction Update
- Update on West Nile Virus
- Council Planning Session
- Employee Cook Out – November 8th

11. ADJOURNMENT

With no further business, the meeting was adjourned at 8:41 p.m.

APPROVED BY:

Eric Barna, Mayor

ATTEST:

Kristi Gilbert, City Secretary

Issue

Consider and/or act upon Murphy Central Park:

1. Operations policy, rentals and application for the amphitheater; and,
2. Amended fee schedule for deposits and miscellaneous fees.

Summary

Amphitheater rental and reservation requests will be processed through the recreation department utilizing an *Amphitheater Use Application* for requesting an amphitheater facility rental. Staff is suggesting the following rental and operations guidelines for the amphitheater located in Murphy Central Park.

Amphitheater Overview:

- The Murphy Central Park outdoor amphitheater will offer lawn seating for 2500-3000.
- Electrical hookups will be available for bands and performances.
- Murphy Central Park is a public park and access to other areas of the park will not be limited during amphitheater rentals.
- Murphy Central Park is a Public Park and will remain open and available to the public during amphitheater events. Park hours are 5:00am – 11:00pm every day. City of Murphy park hours are in effect for all proposed events.

Application Process:

- Applications for **commercial use** must be submitted at least 6 months in advance.
- Applications for **private or benefit use** must be submitted at least 60 days in advance.
- Approval will be addressed within 45 days of application submittal and will be based on the event information provided.

Required Rental Information:

Event Information will need to be included in all amphitheater rental applications. Event Information will include:

- Business/Organization/Lessee Information. Including renter classification.
 - Individual
 - Business (Tax ID needed)
 - Non-profit Organization (Tax ID needed)
- Event name, description of event, schedule of events and tentative event layout.
- Three date options for your event.
- Time duration of event including setup and tear down. Also include any rehearsal dates and times.
- Expected attendance and description of audience.
- Ticketing information.
- Marketing Plan and sponsorship information.
- Vendor information including proposed food, beverage, alcohol and souvenir sales.
- Event History. Where the event was previously held and contact information.

Fees, Permits, Personnel Costs and Deposits:

- Security Deposits – required for all reservations. Any unused portions of the deposit will be refunded if all the terms of the contract have been met, all facilities are left in good conditions and cancellation procedures have been followed.
- Security Deposit Rates:

Expected Number of Attendants	<250	250-750	750 - <1200	1200- <1800	1800- <2500	2500+
Rate	\$100	\$300	\$500	\$700	\$1000	\$1500

- Rental Fees - In addition to the base rental fee the City will require the lessee to pay the City 10% of the gross ticket sales less all the applicable taxes that shall not exceed \$3,000.00
- Rental Rates (per day):

CLASS	Monday - Thursday	Friday/Saturday/Sunday
Private (A)	\$500	\$650
Benefit (B)*	\$250	\$350
Commercial (C)	\$1,000	\$1200

- Class A (Private) – for private use such as weddings, reunions, etc. The general public will not be permitted and there will be no advertising through public media.
- Class B (Benefit) – Use by a person, civic organization, or education institution possessing a non-profit association state charter who sponsors an event of community interest. This type of event shall be free and open to the public. Donations shall be permitted. Any fundraising will be permitted in which at least 75% of the funds raised are donated to the organization. *The City of Murphy may waive fees to a cost base only at the City's discretion.*
- Class C (Commercial) – use by an individual or company who is either holding the event for promotional purposes and/or subsequent profit making, or for the purpose of furthering the company/profession and/or profit making. Most concerts fall under this classification.
- Service Personnel Fees (staff costs) – Events may be required to or opt to have City staff present at approved events. Fees vary depending on the amount of personnel the department manager determines to be necessary. Volunteers or internal employees can be taken into consideration.
- Ticket Information, Sales and Admission Fees – There are three options for admission; free and to the public, by invitation only, or tickets available for purchase. The lessee may charge an admission fee to the event. If so, the City receives 10% of gross ticket sales or to pay a flat fee. Ticket sales shall not exceed the actual number of available seating. Admission to ticketed events can be monitored with the setup of a temporary perimeter or monitoring ticketed guests with the use of special wrist bands.
- Flat Rate Admission option:

Expected Number of Attendants	<250	250-750	750 - <1200	1200- <1800	1800- <2500	2500+
Rate	\$150	\$500	\$1000	\$1500	\$2150	\$3000

- Food, Beverage and Souvenir Sales Fees – If the lessee wishes to sell items on the premises, a vendor permit must be obtained. Vendors are responsible for their own booth, equipment and labor. Vendor locations must be approved by the department manager. The City reserves the right to collect an additional fee of 10% of all gross sales or a flat rate to be determined at the time of application from the vendor.
- Refunds – Full refunds will require advanced written notice at least 90 days prior to the rental date. If the event is cancelled less than 90 days prior to the rental date, any fees and deposits will be forfeited by the lessee. If the event cannot be held or rescheduled due to weather, the lessee is still responsible for all incurred expenses and a refund of the rental fee may be available after all other fees are paid. The City of Murphy will retain a \$50 application fee from the deposit refund for any cancellation.

Marketing and Publication: Depending on the type of event marketing and publicity may not be permitted (Class A). All marketing and publicity of any event held at the Murphy Amphitheater will require approval from Murphy event management staff and may be required to have an approved logo.

Vending Policies: Vendor policies will include information on food, alcohol/beverages, retail items and souvenir sales.

- The City will charge a flat rate to all vendors.
- A detailed description and price list of all items for sale will be requested.
- Concession stand rights are reserved for the City of Murphy.
- Alcohol Policy similar to the Murphy Community Center after-hours alcohol policy will need to be considered. Indemnity, release and insurance will be required.
- All applicable permits must be obtained and paid for by the lessee.

Parking: Use of surrounding parking lots will need approval and may need to be coordinated with PSA and/or PISD. Arrangement of offsite parking may be an option for an additional charge.

Set-up, Clean-up and Maintenance Services: Set up and clean up time should be included in the application request. The City of Murphy may require a maintenance/janitorial fee or outside contract agreement for application approval.

Lighting City of Murphy will not provide lighting or sound for events. Staging and décor will need approval.

Alcohol Policy: Consideration for alcohol during an amphitheater rental is treated in the same or similar fashion as the Murphy Community Center Alcohol Policy and/or at current City sponsored festivals.

Board Discussion/Action

The Parks and Recreation Board reviewed and discussed Murphy Central Park Amphitheater Operations at Parks and Recreation Board meetings held on April 8, May 13, August 12 and October 14, 2013. On October 14, 2013 the Park and Recreation Board made their final considerations for incorporation and recommendation that the operations policy and rental application be presented to the City Council meeting on November 5, 2013.

Recommendation

Recommendation is for City Council to consider and approve the Murphy Central Park Amphitheater Operations policy and Application as presented.

Recommendation to approve the amended fee schedule, as presented.

Attachments

1. Amphitheater Rental Application Form
2. Ordinance Amending Fee Schedule



Amphitheater Reservation Form

Murphy Central Park is a Public Park and will remain open and available to the public during amphitheater events. Park hours are 5:00am – 11:00pm every day. City of Murphy park hours are in effect for all proposed events.

Event Name _____

Event Dates (List 3 Options) _____

Expected Attendance _____

Organization Name _____

Main Contact _____

Event Producer (If Applicable) _____

Mailing Address _____

Main Phone () _____ Emergency Phone () _____

Mobile () _____ Mobile Used at Event () _____

Fax () _____

Organization Email _____ Contact Email _____

Sponsors (If Applicable) _____

Description of Event _____

Rental Type:
Private/Individual ___ Non-Profit/Benefit ___ Business/Commercial ___
(If Non-Profit, Please provide Tax Exempt Form).

Ticketing Information:
Free to Public ___ Invitation Only ___ Admission Fee ___

If Charging admission please choose ticketing fee preference: Flat Rate: _____ 10% of Gross Sales: _____
Fee Schedules for Information above listed on next page



Fees, Permits, Personnel Costs and Deposits:

- Security Deposits – required for all reservations. Any unused portions of the deposit will be refunded if all the terms of the contract have been met, all facilities are left in good conditions and cancelation procedures have been followed.

- Security Deposit Rates:

Expected Number of Attendants	<250	250-750	750 - <1200	1200- <1800	1800- <2500	2500+
Rate	\$100	\$300	\$500	\$700	\$1000	\$1500

- Rental Fees - In addition to the base rental fee the City will require the lessee to pay the City 10% of the gross ticket sales less all the applicable taxes that shall not exceed \$3,000.00.

- Rental Rates (per day):

CLASS	Monday - Thursday	Friday/Saturday/Sunday
Private (A)	\$500	\$650
Benefit (B)*	\$250	\$350
Commercial (C)	\$1,000	\$1200

- Class A (Private) – for private use such as weddings, reunions, etc. The general public will not be permitted and there will be no advertising through public media.
- Class B (Benefit) – Use by a person, civic organization, or education institution possessing a non-profit association state charter who sponsors an event of community interest. This type of event shall be free and open to the public. Donations shall be permitted. Any fundraising will be permitted in which at least 75% of the funds raised are donated to the organization. *The City of Murphy may waive fees to a cost base only at the City’s discretion.*
- Class C (Commercial) – use by an individual or company who is either holding the event for promotional purposes and/or subsequent profit making, or for the purpose of furthering the company/profession and/or profit making. Most concerts fall under this classification.

- Service Personnel Fees (staff costs) – Events may be required to or opt to have City staff present at approved events. Fees vary depending on the amount of personnel the department manager determines to be necessary. Volunteers or internal employees can be taken into consideration.

- Ticket Information, Sales and Admission Fees – There are three options for admission; free and to the public, by invitation only, or tickets available for purchase. The lessee may charge an admission fee to the event. If so, the City receives 10% of gross ticket sales or to pay a flat fee. Ticket sales shall not exceed the actual number of available seating. Admission to ticketed events can be monitored with the setup of a temporary perimeter or monitoring ticketed guests with the use of special wrist bands.

- Flat Rate Admission option:

Expected Number of Attendants	<250	250-750	750 - <1200	1200- <1800	1800- <2500	2500+
Rate	\$150	\$500	\$1000	\$1500	\$2150	\$3000

- Food, Beverage and Souvenir Sales Fees – If the lessee wishes to sell items on the premises, a vendor permit must be obtained. Vendors are responsible for their own booth, equipment and labor. Vendor locations must be approved by the department manager. The City reserves the right to collect an additional fee of 10% of all gross sales or a flat rate to be determined at the time of application from the vendor.



Marketing and Publication: Marketing and publicity may not be permitted for Class A events. Please attach a sample of proposed marketing or publication materials for approval. The City of Murphy may require inclusion of disclaimer: *“This event is not a City of Murphy sponsored event.”*

Will you be Marketing This Event? Yes _____ No _____

Marketing Timeline _____

What types of Marketing will be utilized? Mail out _____ Email _____ Flyer/Poster _____

Ad in newspaper or magazine _____ (Which Ones) _____

Website _____ (website address) _____

Social Media _____ (Which ones and info) _____

Vending Policies: Vendor policies will include information on food, alcohol/beverages, retail items and souvenir sales.

- The City will charge a flat rate to all vendors to be determined based on application.
- Concession stand rights are reserved for the City of Murphy.
- For Alcohol sales, indemnity, release and insurance will be required.
- All applicable permits must be obtained and paid for by the lessee.

Please provide a detailed description and price list of all items for sale below:

Item	Description	Price

Parking: Will Parking be needed? Yes _____ No _____ Estimated parking space requirements _____

Use of surrounding parking lots will need approval and may need to be coordinated with PSA and/or PISD. Arrangement of offsite parking may be an option for an additional charge.

Set-up, Clean-up, and Maintenance Services: Set up and clean up time should be included in the application request. The City of Murphy may require a maintenance/janitorial fee or outside contract agreement for application approval. **Sound,**

Stage, Lighting and Décor: Staging and décor must be approved. City of Murphy will not provide lighting or sound for events.

Please include a description of staging and décor set up below (attach layouts and specification sheets with application):



Alcohol and Risk Liability Policies

If alcohol will not be served at this event, initial here: _____

1. The Lessee shall pay a fee of \$50.00 for an alcohol use permit to serve alcoholic beverages at the event. If alcoholic beverages are to be sold at the event, Lessee must pay a fee of \$100.00 in advance for an alcohol use permit to sell alcoholic beverages at the event. Alcoholic beverages shall be considered to be sold under the following circumstances:
 - a. If a fee is charged for the serving of an alcoholic beverage
 - b. If the Lessee charges a cover charge or other admission fee or donation for the event and alcoholic beverages are then provided to patrons at no additional cost.
2. Alcoholic beverages may only be consumed inside the authorized portions of the Amphitheater and Central Park Facility and only during the permitted event. Consumption of alcohol in the parking lot is strictly prohibited.
3. Lessee fully guarantees, represents and shall be totally responsible, that the sale, serving and/or consuming of alcoholic beverages at the event shall comply with the laws of the State of Texas and the rules and regulations of the Texas Alcoholic Beverage Commission (“TABC”), including, without limitation, ensuring that no alcoholic beverages are dispensed to children, minors or any persons under the age of 21. The Lessee also fully guarantees that the responsible party providing, selling and/or serving alcoholic beverages is licensed by the TABC.
4. At events where alcohol is being served or sold, the Lessee shall be responsible, at its sole cost and expense, for providing uniformed, off-duty Murphy Police Department (“MPD”) officers or other police officers as approved by the Chief of Police, to ensure safety and security.
5. If the event is expected to involve more than 250 patrons, the Lessee must provide the City of Murphy with a Commercial General Liability insurance policy written on an occurrence basis and with a combined single limit of not less than \$1,000,000.00 to cover the event. Such insurance shall include coverage for Broad Form Contractual Liability, Broad Form Property Damage and Personal Injury Liability, Premises/Operations, Explosion, Independent Contractor Liability, and Hostile Fire Liability. Lessee shall name the City as an additional insured on such liability insurance. In addition, Lessee shall have the liability insurance policy endorsed to provide that the insurance shall waive (i) any right of recovery which the insurer may have or acquire against the City of Murphy, its employees, agents, officers, officials, Mayor, City Council Members, City Board, Commission and Committee Members for payment under such policies, and (ii) any right of subrogation which the insurer may have or acquire for payments to any person who asserts a claim against the City of Murphy, its Mayor, City Council Members, City Board, Commission and Committee Members, and its officers, officials, employees, or agents by any person or entity to or for whom the insurer pays monies or other benefits. The policy and/or certificate of insurance must be provided to the City prior to occupying the Facility.

LESSEE UNDERTAKES AND AGREES TO SAVE AND KEEP THE CITY OF MURPHY, ITS EMPLOYEES, AGENTS, OFFICERS, OFFICIALS, MAYOR AND CITY COUNCIL MEMBERS, CITY BOARD, COMMISSION AND COMMITTEE MEMBERS, OF AND FROM ANY AND ALL LOSSES, COSTS, EXPENSES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEY’S FEES AND COSTS), AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, DAMAGES OR LIABILITY BY OR TO THE PUBLIC, EMPLOYEES OF LESSEE, OR OTHERS, ON ACCOUNT OF OR OCCASIONED BY, NEGLIGENTLY OR OTHERWISE, ANY ACTIVITY PERTAINING TO THE LEASE OF THE FACILITY (INCLUDING THE SALE, SERVING OR CONSUMPTION OF ALCOHOL), OR BY ANY ACT OR OMISSION, NEGLIGENTLY OR OTHERWISE, OF LESSEE OR OF ANY PATRONS OF LESSEE WHEN ON, OR WHEN ABOUT TO ENTER, OR WHEN JUST LEAVING THE FACILITY

FACILITY, HEREIN LEASED TO LESSEE ON THE FOLLOWING DATES: _____ INITIALS: _____



Cancellation Policy

Refunds: Full refunds will require advanced written notice at least 90 days prior to the rental date. If the event cannot be held or rescheduled due to weather, the lessee is still responsible for all incurred expenses and a refund of the rental fee may be available after all other fees are paid. The City of Murphy will retain a \$50 application fee from the deposit refund for cancellations.

No refunds will be issued if the event is cancelled less than 90 days prior to the rental date, any fees will be forfeited by the lessee and deposit will be returned.

Initial: _____

Amendment Policy

Amendments (date change, time extension, time subtraction, etc.) to the Rental Agreement must be made in person at the Murphy Community Center at least thirty (30) days prior to the date stated on the Rental Agreement.

The applicant is authorized to negotiate and sign this agreement on behalf of the individual, group or organization he/she represents. He/She pledges the individual, group or organization to observe the policies stated on this agreement and attached Rules and Regulations. The applicant has read the Rules and Regulations on this page and attached pages and agrees to abide by them. The applicant has also read the Cancellation/Amendment Policy attached.

Lessee Signature _____ Date _____

Manager of Recreation Services _____ Date _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AMENDING THE CODE OF ORDINANCES; APPENDIX A, FEE SCHEDULE; SECTION 6.300, PARKS AND RECREATION USAGE FEES; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, the City Council has previously amended the Fee Schedule on May 7, 2013; and

WHEREAS, City Council desires to amend the Fee Schedule to reflect the charges which may be assessed for the use of the Murphy Central Park Amphitheater.

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

Section 1. FINDINGS INCORPORATED

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

Section 2. The City Manager is authorized to waive any fee contained in this Fee Schedule which is determined by the City Manager to be in the best interest of the City of Murphy, Texas.

Section 3. That Section 3.100 of the Fee Schedule of the City of Murphy, Texas, is hereby amended, which shall read as follows:

“Section 6.300 Park and recreation usage fees.

1) Community use fees for private events, all facilities except the Murphy Central Park Amphitheater. The city may levy and collect a fee for community meeting rooms:

a. Community Center Meeting Rooms (Rooms 117 or 118):

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

b. Community Center Meeting Rooms (Rooms 117 and 118):

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

c. Community Center Gymnasium:

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

d. Murphy Activity Center:

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

e. Park Pavilions:

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

f. Activity Registration:

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

g. Athletic Field Reservations:

Resident	No Fee
Nonresident	Team must have 40% Murphy residents

h. Park Reservations:

<u>50 or more guests</u>	Police Security - \$25.00 per hour, 4-hour minimum
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2) Community use fees for private events, Murphy Central Park Amphitheater only.

a. Security Deposits – A security deposit will be required for all reservations. Any unused portions of the deposit will be refunded if all the terms of the contract have been met, all facilities are left in good conditions and cancellation procedures have been followed.

b. Security Deposit Rates:

Expected Number of Attendants	<250	250-750	750 - <1200	1200- <1800	1800- <2500	2500+
Rate	\$100	\$300	\$500	\$700	\$1000	\$1500

c. Rental Fees - In addition to the base rental fee the City will require the lessee to pay the City 10% of the gross ticket sales, less all the applicable taxes that shall not exceed \$3,000.00

d. Rental Rates (per day):

CLASS	Monday - Thursday	Friday/Saturday/Sunday
Private (A)	\$500	\$650
Benefit (B)*	\$250	\$350
Commercial (C)	\$1,000	\$1200

- i. Class A (Private) – for private use such as weddings, reunions, etc. The general public will not be permitted and there will be no advertising through public media.
- ii. Class B (Benefit) – Use by a person, civic organization, or education institution possessing a non-profit association state charter who sponsors an event of community interest. This type of event shall be free and open to the public. Donations shall be permitted. Any fundraising will be permitted in which at least 75% of the funds raised are donated to the organization. *The City of Murphy may waive fees to a cost base only at the City's discretion.*

- iii. Class C (Commercial) – use by an individual or company who is either holding the event for promotional purposes and/or subsequent profit making, or for the purpose of furthering the company/profession and/or profit making. Most concerts fall under this classification.
- e. **Service Personnel Fees (staff costs)** – Events may be required to, or opt to, have City staff present at approved events. Fees vary depending on the amount of personnel the department manager determines to be necessary. Volunteers or internal employees can be taken into consideration.
- f. **Ticket Information, Sales and Admission Fees** – There are three options for admission; free and to the public; by invitation only; or, tickets available for purchase. The lessee may charge an admission fee to the event. If so, the City receives 10% of gross ticket sales or to pay a flat fee. Ticket sales shall not exceed the actual number of available seating. Admission to ticketed events can be monitored with the setup of a temporary perimeter or monitoring ticketed guests with the use of special wrist bands.
 - i. Gross Ticket Sales Option: The City receives 10% of gross ticket sales.
 - ii. Flat Rate Admission option:

Expected Number of Attendants	<250	250-750	750 - <1200	1200- <1800	1800- <2500	2500+
Rate	\$150	\$500	\$1000	\$1500	\$2150	\$3000

- g. **Food, Beverage and Souvenir Sales Fees** – If the lessee wishes to sell items on the premises, a vendor permit must be obtained. Vendors are responsible for their own booth, equipment and labor. Vendor locations must be approved by the department manager. The City reserves the right to collect an additional fee of 10% of all gross sales or a flat rate to be determined at the time of application from the vendor.
- h. **Refunds** – Full refunds will require advanced written notice at least 90 days prior to the rental date. If the event is cancelled less than 90 days prior to the rental date, any fees and deposits will be forfeited by the lessee. If the event cannot be held or rescheduled due to weather, the lessee is still responsible for all incurred expenses and a refund of the rental fee may be available after all other fees are paid. The City of Murphy will retain a \$50 application fee from the deposit refund for any cancellation.”

Section 4. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this the 5th day of November, 2013.

Eric Barna, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

City Council Meeting
November 5, 2013

Issue

Discussion regarding board and commission activities, including events and training.

Summary

The city staff is looking for ideas on how we celebrate our volunteers who serve on the various Boards and Commissions. Over the last few years, the attendance by members has been less than 50% and did not really feel like a celebration. Staff would like to change that perception and is seeking advice from the City Council.

Staff is currently exploring other avenues in order to reach the greatest number of board/commission members possible.

Option One would be to combine the January training session with a “welcome” appreciation brunch. This would provide staff and Council the opportunity to meet and thank the volunteers, as well as provide a kick-off to the new year.

Option Two would be to recognize board and commission members with certificates presented at the December Council meeting. It should be noted that COP and VIP recognition is included as part of the annual police banquet.

Board Discussion/Action

Staff is seeking direction with regard to continuing the Board and Commission Dinner or pursuing Option One, Option Two or another option decided by Council.

**City Council Meeting
November 5, 2013**

Issue

Consider and take action on the Water Conservation/Drought Management Policy.

Background

The City of Murphy is currently in Stage 3 condition according to Ordinance No. 11-10-897, our Water Conservation and Drought Management Ordinance. During Stage 3 Conditions, residents are limited to watering once a week (odd numbered addresses on Mondays and even numbered addresses on Wednesdays) and public schools, nonresidential, city and HOA's may water on Friday. During the time period of November 1st through March 31st, watering is limited to once every two weeks. Our ordinance restricts the watering to Thursday, but I would recommend leaving it as is, just once every two weeks.

Recently, the City of Plano sent out a postcard to the 75094 zip code, which includes Plano, Parker and Murphy. This postcard has caused some confusion among some of our residents. The staff is putting together a quarter to half page ad for both papers, a bill stuffer and face book info to help clarify and/or educate our residents about the watering schedule.

Attachments

NTMWD News Release



North Texas
Municipal Water District

NEWS RELEASE

For Immediate Release
Contact:
Rick Ericson-214.706.6000

North Texas Municipal Water District to continue Stage 3 water restrictions *Beginning November 1st – March 31st landscape watering allowed only once every two weeks*

(Wylie, Texas-Oct. 17, 2013) The North Texas Municipal Water District (NTMWD) Board of Directors has unanimously voted to remain in Stage 3 of the *NTMWD Water Conservation and Drought Contingency and Water Emergency Response Plan*. Continuation of Stage 3 water restrictions is necessary due to below average rainfall, declining water levels of NTMWD reservoirs and the ongoing prohibition of pumping water from Lake Texoma due to the zebra mussel infestation.

As part of the Stage 3, seasonal landscape watering is limited to once every two weeks with sprinklers or irrigation systems at each service address between November 1 and March 31. Landscape experts point out that lawns become dormant during winter months and require less water. Soaker hoses and drip irrigation systems can continue to be used for up to two-hours per day for foundations and trees. Check with your city for specific restrictions.

“Recent rain has helped water lawns and gardens but has not significantly impacted lake levels,” said Jim Parks, Executive Director of NTMWD. “The NTMWD Board of Directors will review the Stage 3 restrictions if the area receives significant rainfall this fall and winter that result in substantial increases to water supplies. However, NTMWD must manage the current available water supplies and plan for future needs,” Parks added.

Lavon Lake, the district’s primary water supply, is currently more than 12 feet below the normal conservation level. Lake Chapman, the other key NTMWD reservoir is over 13 feet low.

Parks said the NTMWD will get some partial relief in January when the first phase of the new pipeline from Lake Texoma comes online. The \$310m pipeline will connect Lake Texoma to the Wylie, Texas water treatment plant and allow the NTMWD to resume using the Texoma water supply while minimizing the spread of the invasive zebra mussel. The Texoma supply is anticipated to be fully restored in the Spring of 2014.

Home and business property owners can help retain ground moisture by applying 3-4 inches of mulch around landscaping and trees. For additional water conservation tips, visit www.northtexaswateriq.org or www.ntmwd.com

WINTER STAGE 3

WATERING RESTRICTIONS



- The City of Plano needs your help to reduce water use now and ensure water needs are met this year. **Beginning November 1, we move into Winter Stage 3 Water Restrictions. The Water Restrictions Include:**
- > Landscape watering with sprinklers is permitted once every other week, if needed. Watering from 10 a.m. to 6 p.m. is allowed.
 - > Foundations, landscaping, including grass, shrubs and trees may be watered for up to two hours any day by a hand-held hose or soaker hose.
 - > NO hydro-seeding, hydro-mulching or sprigging. **Planting cool season grasses (such as rye) is not allowed.**
 - > NO hosing of paved areas, buildings or windows. Hose end cutoff nozzle MUST be used when washing vehicles. Power washing is still allowed.
 - > NO operation of ornamental fountains or outdoor amenities which use treated water.
 - > Excessive water runoff and watering during a precipitation event are prohibited.
 - > Low-flow drip irrigation systems are not restricted.

For complete Stage 3 Water Restrictions and an extended Watering Calendar, visit plano.gov/water or call 972.769.4338.

During Stage 3, no variances for new landscaping will be granted.

-  **Odd Addresses:**
Every other Tuesday
-  **Even Addresses:**
Every other Thursday

November 2013

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

December 2013

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

[Home](#) > [Departments & Services](#) > [Customer Service](#) > Water Restrictions

Water Restrictions

IMPORTANT CHANGES IN WATERING RESTRICTIONS

**For more information contact:
Customer Service Department 972-468-4100**

STAGE 2 Water Restrictions are in effect until May 31st

Enforced by City of Murphy [Ordinance No. 11-10-897](#).
10% REDUCTION GOAL IN WATER CONSUMPTION REMAINS IN EFFECT

Due to the 25% reduction in available water supply from Lake Texoma.

WATERING SCHEDULE FOR STAGE 2

Limit landscape watering with sprinklers or irrigation systems to no more than twice per week, only if needed.

Healthy lawns need only 1 inch of water per week—please do not overwater your lawn.

There will be no restricted watering days.

ALL WATERING IS PROHIBITED DAILY DURING THE HOURS OF 10:00 AM – 6:00 PM



Effective June 1, 2013: STAGE 3 Water Restrictions

STAGE 3 of the Drought Contingency and Emergency

Water Response Plan (Plan) will be implemented! Enforced by [Ordinance No. 11-10-897](#).

1. No watering after 10am or before 6pm, throughout the year. All other listed restrictions apply from the Water Conservation Plan, and Stages 1 & 2 of the Plan.
2. No hosing of paved areas, buildings or windows. (Pressure washing of impervious surfaces is allowed for health and safety, as needed).
3. No operation of ornamental fountains or other amenity ponds that use treated water.
4. No washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
5. No using water in such a manner as to allow runoff or other waste.
6. Limit landscape watering with sprinklers or irrigation systems as each service address to once every seven (7) days, if needed.

***Residential Street Addresses ENDING in odd numbers (1,3,5,7,9) may water on Mondays only.**

(for example, 205, 323)

***Residential Street Addresses ENDING in even numbers (0,2,4,6,8) may water on Wednesdays only.**

(for example, 720, 578)

***Public Schools, All Non-Residential Businesses, City and HOA entries/medians may water on Fridays only.**

Exceptions to above:

a) Foundations, new landscaping, new plantings (first year) of shrubs, and trees may be watered for up to 2 hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system.

b) Public Athletics fields used for competition may be watered twice per week.

c) Locations using other sources of water supply for irrigation may irrigate without restrictions (i.e. well water).

d) Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.

e) Landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy, temporary certificate of occupancy, or certificate of completion. (Variance Permit Required from the City).

f) No hydro seeding, hydro mulching, and sprigging of any grass species.

g) Existing swimming pools may not be drained and refilled (except to replace normal water loss).

Exceptions in Murphy:

1. A 30-day variance is available for new home / commercial construction landscapes.

2. City of Murphy Municipal Complex (114 zones) and Community Center (30 stations) —it takes 2 days to water all zones one time. City will be watering these locations on Thursdays and Fridays (cycle & soak process), if needed.

3. Water well irrigation occurs at PISD and Central Park with no restrictions. This summer, city will water throughout day to establish the hydro-mulched turf.

Educational Resources & Tips

For more information about water efficient landscaping for Texas and general water conservation tips visit these websites:

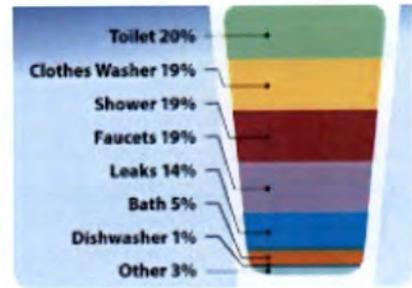
- EPA.gov/WaterSense
- SaveNorthTexasWater.com
- TxSmartscape.com
- UrbanLandscapeGuide.tamu.edu/waterwise.html
- WaterIQ.org



- Ntmwd.com
- [Lake Levels reported by Army Corps of Engineers](#)

To monitor drought conditions go to freese.com/droughtsense

**More information on the City Ordinance
please [click here](#)**



City Council Meeting
November 5, 2013

Issue

Consider and take appropriate action on a Resolution adopting an Advanced Funding Agreement with TxDOT for improvements along North Murphy Road.

Background

The City has been working with TxDOT for the last several years to address safety and aesthetic issues along North Murphy Road. One of the items are the drainage culverts near McMillen Road and Shirehurst Drive. The City has asked for these to be placed in box culverts to allow for the placement of landscaping and sidewalks. The AFA will allow this to occur and the funding will be shared by TxDOT, Collin County and the City of Murphy.

Financial

Funding will come the 2008 Bond Allocation Funds for North Murphy Road.

Action

Approval of the Resolution and authorize the City Manager to execute the Advanced Funding Agreement with TxDOT.

Attachments

Resolution
Agreement

RESOLUTION NO. 13-R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE EXECUTION OF A LOCAL TRANSPORTATION ADVANCE FUNDING AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City Council of the City of Murphy, Texas, and the Commissioners Court of Collin County, Texas, (the “County”) are working together to benefit the stakeholders of the City of Murphy; and

WHEREAS, the City Council of the City of Murphy authorizes the execution of the Local Transportation Authority Advance Funding Agreement for an RTR (SH 121 Subaccount) Funded Project, on-system, attached hereto as Exhibit A.

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

Section 1. The above aforementioned items are true; and

Section 2. The Local Transportation Authority Advance Funding Agreement, attached hereto as Exhibit A, is part of this Resolution and was approved by the City Council; and

Section 3. The City Manager is authorized to sign the Local Transportation Authority Advance Funding Agreement.

DULY RESOLVED by the City Council of the City of Murphy, Texas, on this the 5th day of November, 2013.

Owais Siddiqui, Mayor Pro Tem

ATTEST:

Kristi Gilbert, City Secretary

CSJ # 2056-01-045
ROW CSJ # 2056-01-046
District # 18-Dallas
Code Chart 64 # 29400 & 50043
Project: FM 2551
Limits: From FM 544 to FM 2514
Federal Highway Administration CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For An**

RTR (SH 121 Subaccount) Funded Project

On-System

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", the City of Murphy, acting by and through its duly authorized officials, called the "City", and Collin County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, a Master Agreement between the City and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, a Master Agreement between the County and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission Minute Order Number 113473 authorizes the State to undertake and complete a highway improvement generally described as the reconstruction and widening of a two-lane rural roadway to a six-lane urban divided roadway on FM 2551 from FM 544 to FM 2514 in the City of Murphy; and,

WHEREAS, the Governing Body of the City has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment C, which is attached to and made a part of this agreement.

WHEREAS, the Governing Body of the County has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment B for the development of the Project. A map showing the Project location appears in Attachment C, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

CSJ # 2056-01-045
 ROW CSJ # 2056-01-046
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AGREEMENT

1. **Period of the Agreement**
 The period of this LPAFA is as stated in the Master Agreement, without exception.
2. **Termination of this LPAFA**
 Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
3. **Amendments**
 Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. **Scope of Work**
 The scope of work for this LPAFA is described as (a) the addition of junction boxes to the west-end of culverts C3 and D3; (b) the removal of a headwall; and (c) the removal of a portion of a retaining wall on FM 2551 from FM 544 to FM 2514 in the City of Murphy and in Collin County.
5. **Right of Way and Real Property**
 Right of way and real property shall be the responsibility of the State.
6. **Utilities**
 Adjustment of utilities will be provided by the State.
7. **Environmental Assessment and Mitigation**
 Environmental assessment and mitigation will be carried out by the State.
8. **Compliance with Texas Accessibility Standards and ADA**
 Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.
9. **Architectural and Engineering Services**
 Architectural and engineering services will be provided by the State as stated in the Master Agreement. The State is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards.
10. **Construction Responsibilities**
 Construction responsibilities will be carried out by the State as stated in the Master Agreement.

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11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment D. The State and the Federal Government will not reimburse the City and County for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the City and County a copy of the formal documentation showing the obligation of funds including federal award information. The City and County are responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B. If the City and County will perform any work under this contract for which reimbursement will be provided by or through the State, the City and County must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The City and County shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the City and County or an employee of a firm that has been contracted by the City and County to perform oversight of the Project. The State in its discretion may deny reimbursement if the City and County have not designated a qualified individual to oversee the Project.
- C. A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment D. Attachment D shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D. The City and County are responsible for all non-federal and non-state funding, including any project cost overruns, unless otherwise provided for in this agreement or through amendment of this agreement.
- E. Prior to the performance of any engineering review work by the State, the City and County will pay to the State the amount specified in Attachment D. At a minimum, this amount shall equal the City and County's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the City and County shall remit their remaining financial share for the State's estimated construction oversight and construction costs.
- F. In the event that the State determines that additional funding, by the City and County, is required at any time during the Project, the State will notify the City and County in writing. The City and County shall make payment to the State within thirty (30) days from receipt of the State's written notification.

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- G.** Whenever funds are paid by the City and County to the State under this Agreement, the City and County shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the City and County's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the City and County.
- H.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the City and County. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- I.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K.** The City and County are authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the City and County submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the City and County for those costs. – Not Applicable

13. Document and Information Exchange

The City and County agree to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the City and County will use the State's document template. The City and County shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the City and County creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the City and County shall submit any information required by the State in the format directed by the State.

CSJ # 2056-01-045
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14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

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

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the City and County certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

CSJ # 2056-01-045
 ROW CSJ # 2056-01-046
 District # 18-Dallas
 Code Chart 64 # 29400 & 50043
 Project: FM 2551
 Limits: From FM 544 to FM 2514
 Federal Highway Administration CFDA # 20.205
 Not Research and Development

<p>City: City Manager City of Murphy 206 North Murphy Road Murphy, Texas 75094</p> <p>County: Director of Engineering Collin County 2300 Bloomdale Road, Suite 4192 McKinney, Texas 75071</p>	<p>State: Director of Contract Services Office Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701</p>
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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

The City and County shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The City and County shall adopt, in its totality, the State's federally approved DBE program.
- C. The City and County shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The City and County shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The City and County shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The City and County shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City and County shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by

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reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City and County of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the City and County signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The City and County agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal Funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.sam.gov/portal/public/SAM/>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the City and County's fiscal year, the City and County must submit a Single Audit Report and Management Letter (if applicable)

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to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.

- C. If expenditures are less than \$500,000 during the City and County's fiscal year, the City and County must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the City and County will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State, the City, and the County in duplicate.

THE LOCAL GOVERNMENT – THE CITY OF MURPHY

By: _____
James Fisher
City Manager

Date: _____

THE LOCAL GOVERNMENT – COLLIN COUNTY

By: _____
Keith Self
County Judge

Date: _____

THE STATE OF TEXAS

By: _____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date: _____

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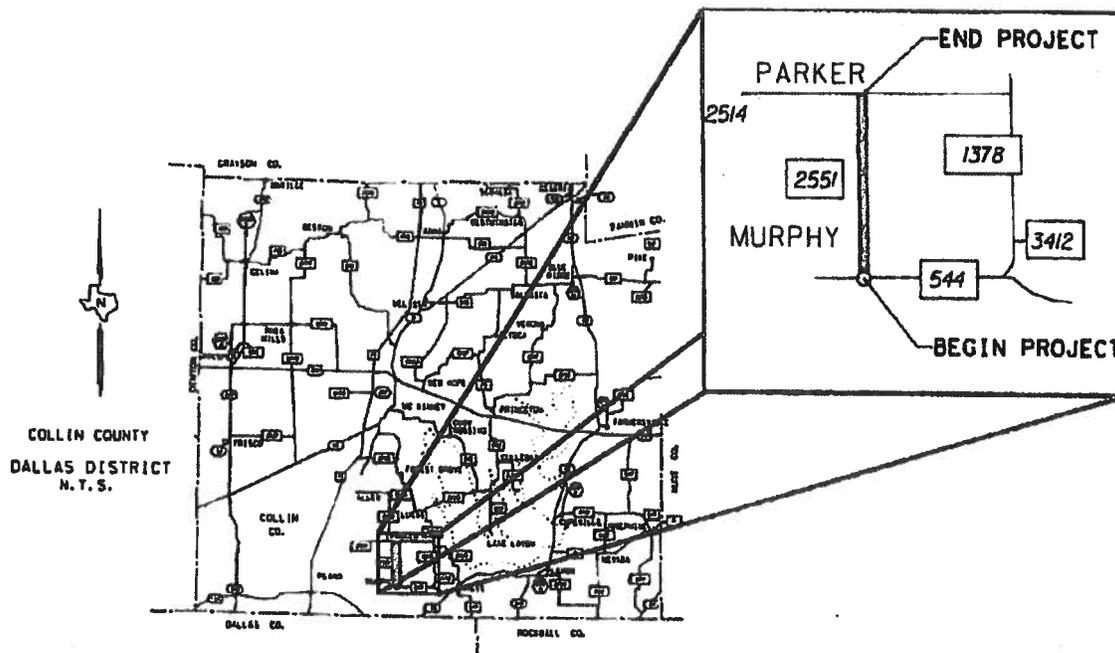
ATTACHMENT A
CITY OF MURPHY RESOLUTION OR ORDINANCE

CSJ # 2056-01-045
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**ATTACHMENT C
PROJECT LOCATION MAP**

FM 2551

CSJ: 2056-01-045
FROM: FM 544
TO: FM 2514



CSJ # 2056-01-045
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ATTACHMENT D PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Construction Costs will be allocated based on 34% State funding, 33% County funding and 33% City funding towards the cost for (a) the addition of junction boxes to the west-end of culverts C3 and D3; (b) the removal of a headwall; and (c) the removal of a portion of a retaining wall on FM 2551 from FM 544 to FM 2514 in the City of Murphy and in Collin County. The Local Governments will then be responsible for 100% of the costs.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		COUNTY PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost	%	Cost	%	Cost
Construction (by State)	\$116,052.27	0%	\$0	34%	\$39,457.77	33%	\$38,297.25	33%	\$38,297.25
Subtotal	\$116,052.27		\$0		\$39,457.77		\$38,297.25		\$38,297.25
Construction Direct State Costs (Est. @ 6.98%)	\$8,100.45	0%	\$0	34%	\$2,754.15	33%	\$2,673.15	33%	\$2,673.15
Indirect State Costs (Est. @ 5.94%)	\$6,893.51	0%	\$0	100%	\$6,893.51	0%	\$0	0%	\$0
TOTAL	\$131,046.23		\$0		\$49,105.43		\$40,970.40		\$40,970.40

Estimated total payment by the City to the State upon full execution of this agreement: \$40,970.40
 Estimated total payment by the County to the State upon full execution of this agreement: \$40,970.40

This is an estimate. The final amount of City and County participation will be based on actual costs.



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

P. O. Box 90, McKinney, Texas 75069-0090
October 29, 2013

RECEIVED

OCT 31 2013

City Manager's Office

Control: 2056-01-045
Project: C 2056-01-045
Hwy: FM2551
County: Collin

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

RE: Partially Executed Advance Funding Agreement for Junction Boxes

Dear Mr. Fisher:

This letter is in regards to Advanced Funding Agreement for the Junction Boxes on the FM 2551 Project. Attached are 2 copies of the partially executed advanced funding agreement. Please sign both copies and return the originals to our District Office for additional processing to:

Mohamed K. Bur, P.E.
Director
Dallas District Project Delivery Office
Texas Department of Transportation
4777 East Highway 80
Mesquite, TX 75150

If you have any questions, please feel free to contact our office at (972) 542-2345.

Sincerely,


Barry Heard, P.E.
Collin County Area Engineer

CC: File
Rogers
Heard
Hudek
Paredes

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS