



Eric Barna
Mayor

Scott Bradley
Mayor Pro Tem

Owais Siddiqui
Deputy Mayor Pro Tem

Ben St. Clair
Councilmember

Betty Spraggins
Councilmember

Sarah Fincannon
Councilmember

Rob Thomas
Councilmember

James Fisher
City Manager

Susie Quinn
City Secretary

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
JULY 21, 2015 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on July 21, 2015 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. PRESENTATIONS

- A. Presentation of financial report and investment report as of June 30, 2015.

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 July 6, 2015 special meeting minutes.
- B. Consider and/or act upon the July 7, 2015 regular meeting minutes.
- C. Consider and/or act upon the July 13, 2015 budget discussion minutes.
- D. Consider and/or act upon the July 14, 2015 budget discussion minutes.

7. INDIVIDUAL CONSIDERATION

- A. Consider and/or act upon authorizing the city manager to enter into an Interlocal Cooperation Agreement (ILA) with the City of Richardson for the purpose of Murphy Fire Rescue personnel obtaining initial firefighter training with the Richardson Fire Department.
- B. Consider and/or act of the Community Survey project process.

- C. Consider and/or act to approve an Ordinance of the City of Murphy, Texas approving the terms and conditions of a boundary adjustment agreement between the City of Murphy, Texas and the City of Plano, Texas; Authorizing the City Manager or his authorized designee, to execute the Agreement on behalf of the City of Murphy; and providing an effective date.

8. CITY MANAGER/STAFF REPORTS

- A. Timbers Nature Preserve
- B. Betsy Lane Road Widening Project
- C. South Maxwell Creek Parallel Trunk Sewer Line
- D. North Murphy Road

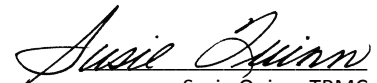
9. ADJOURN REGULAR MEETING

10. OPEN BUDGET WORKSESSION - CONVENE TO THE COMMUNITY ROOM

- A. Discussion regarding the FY 2016 General Fund and Utility Fund Revenues and Expenditures and other associated budget discussions.

11. ADJOURN BUDGET WORKSESSION

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 July 17, 2015 by 4:30 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.


Susie Quinn, TRMC
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 squinn@murphytx.org.

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

**CITY COUNCIL MINUTES
SPECIAL CITY COUNCIL MEETING
JULY 6, 2015 AT 6:00 P.M.**

1. CALL TO ORDER

Mayor Pro Tem Scott Bradley called the meeting to order at 6:00 pm.

2. INVOCATION & PLEDGE OF ALLEGIANCE

This item was not observed.

3. ROLL CALL & CERTIFICATION OF A QUORUM

Susie Quinn, City Secretary certified a quorum with the following Councilmembers present:

Mayor Pro Tem Scott Bradley
Deputy Mayor Pro Tem Owais Siddiqui
Councilmember Ben St. Clair
Councilmember Betty Nichols Spraggins
Councilmember Sarah Fincanon
Councilmember Rob Thomas

Absent from the meeting:

Mayor Eric Barna

4. PUBLIC COMMENTS

No one signed up to speak.

5. INDIVIDUAL CONSIDERATION

- A. Consider and/or act on the adoption of Ordinance Number 15-07-995 approving a temporary moratorium on property development within a defined geographic boundary in the southeastern portion of the City.

Mayor Pro Tem Bradley explained this is the second reading for approving the ordinance and read the caption for ORDINANCE NUMBER 15-07-995 - AN ORDINANCE ADOPTING AND ENACTING A MORATORIUM ON ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION ON PROPERTY WITHIN A DEFINED GEOGRAPHIC BOUNDARY; PROVIDING FINDINGS OF FACT; PROVIDING EXEMPTIONS; PROVIDING A WAIVER PROCEDURE; PROVIDING FOR A TERMINATION DATE; PROVIDING FOR A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Bradley also read the additional language that was requested by Council to be added to the Ordinance, which reads: WHEREAS, the City Council finds that applications for the repair or replacement of an existing structure's electrical, plumbing, mechanical, roofs, garages (without living quarters), walls, floors, ceilings, windows, doors, detached uninhabitable accessory structures and outdoor structures, such as gazebos, which do not increase the square footage or add sleeping quarters to the residence are not subject to the moratorium;

COUNCIL ACTION (5.A.):

APPROVED

Deputy Mayor Pro Tem Owais Siddiqui moved to adopt Ordinance Number 15-07-995 approving a temporary moratorium on property development within a defined geographic boundary in the southeastern portion of the City. Councilmember Spraggins seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0 (Mayor Barna was absent).

6. EXECUTIVE SESSION

The City Council did not convene into close Executive Session 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's 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, land use, and open space/parks; and/or
- B. §551.072: To deliberate the purchase, exchange, lease, or value of real property.

7. RECONVENE INTO REGULAR SESSION

The City Council did not reconvene into open session, 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's 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, land use, and open space/parks; and/or
- B. §551.072: To deliberate the purchase, exchange, lease, or value of real property.
- C. Take Action on any Executive Session Items.

8. ADJOURN REGULAR MEETING

With no further business, the meeting was adjourned at 6:19 pm.

APPROVED BY:

Scott Bradley, Mayor Pro Tem

ATTEST:

Susie Quinn, City Secretary

CITY COUNCIL MINUTES
REGULAR CITY COUNCIL MEETING
JULY 7, 2015 AT 6:00 P.M.

1. CALL TO ORDER

Mayor Pro Tem Scott Bradley called the meeting to order at 6:01 pm.

2. INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Pro Tem Bradley observed a moment of silence and led the Pledge of Allegiance to the United States flag.

3. ROLL CALL & CERTIFICATION OF A QUORUM

Susie Quinn, City Secretary, certified a quorum with the following Councilmembers present:

Mayor Pro Tem Scott Bradley
Deputy Mayor Pro Tem Owais Siddiqui
Councilmember Ben St. Clair
Councilmember Betty Nichols Spraggins
Councilmember Sarah Fincanon
Councilmember Rob Thomas

Absent from the meeting:

Mayor Eric Barna

4. PUBLIC COMMENTS

Ray Shahan, is requesting a full investigation on PD3-10-590 regarding the zoning/rezoning of the ranch subdivision, especially concerning phases 1 and 2.

Brad Lapsley, explained to council the roads in Willow Wood are in need of repair. He suggested council and staff speak with the residents regarding this.

Donna Jenkins, representative for the Murphy Historical Society, spoke to the City Council regarding a grant they have applied for, and also if on the upcoming Community Survey a question can be asked on behalf of the Historic Society.

5. PRESENTATIONS

A. Proclamation recognizing July as Parks and Recreation Month.

Kayla McFarland received the proclamation for Parks and Recreation Month.

B. Presentation of financial report and investment report as of May 31, 2015.

Finance Director, Linda Truitt updated council on the current financial standings. Currently the investments in May has reduced about \$500,000. Interest earnings are still at .10% in May and may increase next month. Sales tax collections are at 65.99% of budget. In May, only two single family building permits were issued as compared to seven in May last year. Year to date building permits are 28. Water sales are down due to the heavy spring and early summer rain and some of the capital items, vehicles and the new ambulance, will be purchased during this quarter.

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 June 16, 2015 regular meeting minutes.

B. Consider and/or act upon the June 30, 2015 special meeting minutes.

COUNCIL ACTION (6.A., 6.B.):

APPROVED

Deputy Mayor Pro Tem Owais Siddiqui moved to approve the Consent Agenda as presented. Councilmember Sarah Fincanon seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0 (Mayor Barna was absent).

C. Consider and/or act on a proposed Resolution authorizing the City Manager to execute a contract renewal with Blue Cross Blue Shield Texas for group medical insurance and Ameritas for group dental insurance. Additionally, authorization is requested for the City Manager to extend the existing contracts with VSP for vision insurance, Cigna for long-term disability insurance and Dearborn National for basic life and AD&D insurance all with an effective date of September 1, 2015.

Mayor Pro Tem, Scott Bradley removed item 6C from the consent agenda due to a conflict of interest and left the room while this item was presented. Mayor Pro Tem Bradley filed a conflict of interest form with the City Secretary Susie Quinn. Deputy Mayor Pro Tem Siddiqui presided for this item.

COUNCIL ACTION (6.C.):

APPROVED

Councilmember Rob Thomas moved to approve the proposed Resolution Number 15-R-819 authorizing the City Manager to execute a contract renewal with Blue Cross Blue Shield Texas for group medical insurance and Ameritas for group dental insurance. Additionally, authorization is requested for the City Manager to extend the existing contracts with VSP for vision insurance, Cigna for long-term disability insurance and Dearborn National for basic life and AD&D insurance all with an effective date of September 1, 2015. Councilmember Betty Nichols Spraggins seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0 (Mayor Barna was absent and Mayor Pro Tem Bradley was absent for this item).

7. INDIVIDUAL CONSIDERATION

- A. Consider and/or act on the application of property owner Suzanne Athey requesting approval of a site plan, landscape plan, building elevations and construction plat for an office building located on Lot 4, Block B at the Murphy Village Addition.

Director of Economic/Community Development, Kristen Roberts explained the proposed application meets all current planning and zoning requirements and the color choice of the roof is red to continue continuity in the current area. Roberts also requested the wording on approval include the red roof wording.

COUNCIL ACTION (7.A.):

APPROVED

Deputy Mayor Pro Tem Owais Siddiqui moved to approve the motion as presented including the approval of the red roof. Councilmember Rob Thomas seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0 (Mayor Barna was absent).

- B. Consider and/or act on authorizing the City Manager to enter into contract negotiations with Decision Analyst for the Community Survey project.

Director of Economic/Community Development Kristen Roberts explained that an interview panel made up of City staff and City Council members interviewed two firms of interest for the Community Survey project. The reasons for choosing this vendor for the Community Survey was decided because of the approach and output that Decision Analyst will provide. Council asked if city staff would have access to the raw data, and asked for clarification what the projected time for completion is.

COUNCIL ACTION (7.B.):

APPROVED

Councilmember Sarah Fincanon moved to authorize the City Manager to enter into contract negotiations with Decision Analyst for the Community Survey project.. Deputy Mayor Pro Tem Owais Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0 (Mayor Barna was absent).

- C. Consider and/or act on authorizing the City Manager to enter into contract negotiations with Freese & Nichols, Inc. for the Comprehensive Plan Update project.

Director of Economic/Community Development, Kristen Roberts explained after staff reviewing the proposals it was their suggestion to approve Freese & Nichols to update the Comprehensive Plan. Council mentioned that Freese & Nichols has done business with the city in the past and do an excellent job. No further discussion took place.

COUNCIL ACTION (7.C.):

APPROVED

Councilmember Sarah Fincanon moved to authorize the City Manager to enter into contract negotiations with Freese & Nichols, Inc. for the Comprehensive Plan Update project.. Deputy Mayor Pro Tem Owais Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0 (Mayor Barna was absent).

- D. Consider and/or act to approve an Ordinance of the City of Murphy, Texas approving the terms and conditions of a boundary adjustment agreement between the City of Murphy, Texas and the City of Plano, Texas; Authorizing the City Manager or his authorized designee, to execute the Agreement on behalf of the City of Murphy; and providing an effective date.

Fire Chief Mark Lee, as Acting City Manager explained in more detail about what the agreement involves. Before approving, Council is requesting more information regarding how the road will be repaired, the materials to be used, the ongoing maintenance costs, the projected lifespan of the road, and approximately how many Murphy residents utilize this road.

COUNCIL ACTION (7.D.):

NO ACTION

No action was taken on this item, it is to be revisited at the July 21st meeting.

8. CITY MANAGER/STAFF REPORTS

A. Timbers Nature Preserve

Should be completed by mid-September; currently trying to finalize the logistics of the bathroom delivery along with other things. Council asked if a ribbon cutting/dedication/grand opening will occur.

B. Betsy Lane Road Widening Project

This project is set to be complete this time next year.

C. South Maxwell Creek Parallel Trunk Sewer Line

Thirty (30) linear feet have been installed to date, and they are still working out logistics due to the heavy rainfall.

D. North Murphy Road

The lights at Betsy are fully functioning now, irrigation and conduits are 25% installed, and the light signal for Glen Ridge should be delivered by mid to late July.

9. EXECUTIVE SESSION

The City Council did not convene into close Executive Session 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's 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, land use, and open space/parks; and/or

- B. §551.072: To deliberate the purchase, exchange, lease, or value of real property.

10. RECONVENTE INTO REGULAR SESSION

The City Council did not reconvene since Executive Session was not convened, 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's 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, land use, and open space/parks; and/or

- B. §551.072: To deliberate the purchase, exchange, lease, or value of real property.

- C. Take Action on any Executive Session Items.

11. ADJOURNMENT

With no further business, the meeting was adjourned at 7:18 pm.

APPROVED BY:

Scott Bradley, Mayor Pro-Tem

ATTEST:

Susie Quinn, City Secretary

SPECIAL CITY COUNCIL BUDGET WORK SESSION MEETING MINUTES
COMMUNITY ROOM
JULY 13, 2015 at 6:30 PM

Agenda Item 6.C.

1. CALL TO ORDER

Mayor Eric Barna called the meeting to order at 6:34 pm.

2. ROLL CALL AND CERTIFICATION OF A QUORUM

Roll Call and a quorum was certified with the following Councilmembers present:

Mayor Eric Barna
Mayor Pro Tem Scott Bradley
Deputy Mayor Pro Tem Owais Siddiqui
Councilmember Ben St. Clair
Councilmember Sarah Fincanon
Councilmember Betty Nichols Spraggins
Councilmember Rob Thomas

3. INDIVIDUAL CONSIDERATION

- A. Discussion regarding the FY 2016 General Fund and Utility Fund Revenues and Expenditures and other associated budget discussions.

City Manager James Fisher and Finance Director Linda Truitt presented the current budget as proposed by staff with recent reductions and other changes. In the General Fund, funding allocations, funding sources such as MCDC, MMDD, and revenues from courts were discussed by members of council and staff. Councilmembers discussed wanting to know where the funds are going, what specifically they are being used for and about options for adding and or removing items from the budget. Creating a strategic plan regarding how monies are allocated was discussed at length. Also discussed was the Utility Fund and the shortfall in water revenues due to the wet season we have experienced this year. The tax rate was discussed and a consensus was reached to set the proposed rate at .54 cents per \$100 appraised value.

4. ADJOURNMENT

With no further business, Mayor Barna adjourned the meeting at 8:23 pm.

APPROVED BY:

Eric Barna, Mayor

ATTEST:

Susie Quinn, City Secretary

SPECIAL CITY COUNCIL BUDGET WORK SESSION MEETING MINUTES

COMMUNITY ROOM

JULY 14, 2015 at 6:30 PM

1. CALL TO ORDER

Mayor Eric Barna called the meeting to order at 6:30 pm.

2. ROLL CALL AND CERTIFICATION OF A QUORUM

Susie Quinn, City Secretary, certified a quorum with the following Councilmembers present:

Mayor Eric Barna (arrived at 6:41 pm)

Mayor Pro Tem Scott Bradley

Deputy Mayor Pro Tem Owais Siddiqui

Councilmember Ben St. Clair

Councilmember Sarah Fincanon

Councilmember Betty Nichols Spraggins

Councilmember Rob Thomas

3. INDIVIDUAL CONSIDERATION

- A. Discussion regarding the FY 2016 General Fund and Utility Fund Revenues and Expenditures and other associated budget discussions.

City Manager James Fisher and Finance Director Linda Truitt presented the General Fund and Utility Fund to members of Council and Staff present. A three percent (3%) raise for employees was discussed and consensus reached. The compensation study is still in progress and will be presented to Council at a future meeting. Virtual workspace purchase was also discussed and the fact that allowing working from home has definite advantages. Items listed that are going to be presented to MMDD and MCDC for potential funding were requested to have "the why" listed along with the items and dollars. There were discussions regarding Smart 911 and consensus was reached to wait until 2016-2017 and check to see if other cities/towns in the area adopt this technology before the city funds this item.

In regards to the Utility Fund, there were discussions by all on the water rate and potential concerns with the water rate. The months with the most water sold will be July, August and most of September, so it is impossible to predict the total loss in the Utility Revenues until those months have ended. Because this is one of the wettest springs and early summers that we have experienced in several years, it is increasing the gap of the guaranteed water purchased from the North Texas Municipal Water District and the water sold by the city. The consultant who conducted the rate study in 2014 suggested strongly that the water sales be monitored closely to ensure that the utility fund is adequately funded and adjustments to rates are made as needed. The consensus is to keep the water rates at the current rates and address needs for increasing it in the future, depending on water sales and the weather.

4. ADJOURNMENT

With no further business, Mayor Barna adjourned the meeting at 7:32 pm.

APPROVED BY:

Eric Barna, Mayor

ATTEST:

Susie Quinn, City Secretary

Issue

Consider and/or act upon authorizing the city manager to enter into an Interlocal Cooperation Agreement (ILA) with the City of Richardson for the purpose of Murphy Fire Rescue personnel obtaining initial firefighter training with the Richardson Fire Department.

Background

Murphy Fire Rescue has had difficulty hiring qualified candidates that possess certifications as firefighters and paramedics prior to hiring. In an effort to expand the candidate pool the department has opted to hire non-fire certified personnel if all other candidates have been excluded for hire.

As such those individuals will be required to attend, and successfully pass fire training once hired. They have one opportunity to attend a recruit training academy to achieve success in being certified in firefighting with the Texas Commission on Fire Protection. We currently have one candidate who is being sent to this academy in Richardson.

The attached agreement for consideration will allow Murphy to send personnel to Richardson recruit schools as needed. The City of Richardson drafted the ILA for this occurrence and in anticipation of future use, as may be needed. The recruit academy will last approximately five (5) months beginning August 03, 2015.

City of Murphy Fire Rescue is responsible for our recruit and all materials needed for the academy. This includes uniforms, protective equipment, insurance, books, and other materials normally expected for all recruits in the academy.

Financial Considerations

The cost for the academy is \$2,500. This amount was agreed upon after researching area academies. The costs ranged from \$2,500 to \$4,500 at the other academies. Books and gear rental will be approximately \$1,000 above this amount.

Other Considerations

N/A

Board/Staff Recommendation

Staff recommends authorizing the city manager to enter into an ILA with the City of Richardson for the purpose of obtaining initial fire training certification.

Attachments

Interlocal Cooperation Agreement for Fire Training Services

STATE OF TEXAS	§	
	§	INTERLOCAL COOPERATION AGREEMENT
COUNTIES OF COLLIN	§	FOR FIRE TRAINING SERVICES
AND DALLAS	§	

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Richardson, Texas (“Richardson”), and the City of Murphy, Texas (“Murphy”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Richardson provides a Basic Recruit Academy (“Academy”) for the training of its fire fighters; and

WHEREAS, Murphy desires to use the Academy for the training of its firefighter recruits (“Recruits”) in accordance with the terms and conditions set forth herein; and

WHEREAS, Richardson desires to allow Murphy Recruits to attend its Academy as set forth herein; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, any payments that either Party is required to make hereunder, if any, shall be made from current, available revenue;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I **Term**

The term of this Agreement shall commence on the Effective Date and shall be for the periods of time set forth herein, unless sooner terminated as provided herein. Either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party. Richardson may suspend or immediately terminate the use of the Academy by Murphy for any unsafe, dangerous or other unauthorized activity by its Recruit(s).

Article II Purpose

The purpose of this Agreement is for Richardson to provide fire rescue training for Murphy Recruits and to set forth the terms and conditions for the services provided.

Article III Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly requires otherwise:

“Academy” shall mean the Basic Recruit Academy provided by Richardson, including classroom instruction, skills testing, and specialized rescue training related to fire department services.

“Effective Date” shall mean the last date of execution of this Agreement by all of the Parties.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Murphy” shall mean the City of Murphy, Texas, acting by and through its City Manager, or designee.

“Recruit” shall mean a firefighter recruit for the City of Murphy Fire Department.

“Richardson” shall mean the City of Richardson, Texas, acting by and through its City Manager, or designee.

Article IV Training Services and Responsibilities

4.1 Training Services.

(a) Richardson agrees to provide classroom instruction and skills sessions to meet the certification requirements set forth by the Texas Commission on Fire Protection for Basic Structural Fire Fighter Certifications and as set forth herein.

(b) Richardson agrees to follow a curriculum set forth by the Texas Commission on Fire Protection for basic Structural Fire Fighter Certifications.

(c) Richardson agrees to provide instruction and apparatus needed for the Recruit to obtain a Class B Drivers License through the Texas Department of Public Safety, or its successor.

(d) Richardson agrees to provide skills testing stations to meet certification requirements of the Texas Commission on Fire Protection for Basic Structural Fire Fighter Certification.

(e) Richardson agrees to provide all training equipment, facilities and instructors.

(f) Richardson agrees to provide class materials and supplies as required.

(g) Murphy agrees to require each Recruit to wear the Murphy Fire Department uniform at all times during the Academy.

4.2 Richardson agrees to provide regular evaluations to the Recruit and to communicate with Murphy Fire Command staff as to the progress of a Recruit, as requested. Murphy is responsible for providing at least one (1) Fire Command staff personnel to be present during the evaluation of each Recruit.

4.3 The Academy will be held at the Richardson Fire Training Center located at 1621 E. Lookout Drive, Richardson, Texas 75082, from August 3, 2015, through and including December 18, 2015.

4.4 Each Recruit will be under the supervision and control of the Richardson Fire Department Training Division Staff at all times and shall comply with the Richardson rules for the Fire Training Center adopted from time to time by the Richardson Fire Department.

4.5 Fees. Murphy shall pay to Richardson the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for each Recruit attending the Academy. Murphy shall pay to Richardson the fees set forth herein prior to commencement of the Academy. In addition, Murphy shall pay to Richardson the cost of Bunker gear rental, boots, books and fire helmets within thirty (30) days after receipt of an itemized invoice.

4.6 Insurance. Murphy shall obtain and maintain in full force and effect, at its expense, the following policies of insurance and coverage:

- (a) Commercial General Liability Policy. Commercial General Liability Policy covering bodily injury, death and property damage, including the property of Richardson, its officers, contractors, agents and employees (collectively referred to as "Richardson") insuring against claims, demands or actions relating to the Recruit's use of the Fire Training Center and attendance at the Academy pursuant to this Agreement with minimum limits of not less than Two Million Dollars (\$2,000,000) combined single limit, and Four Million Dollars

- (\$4,000,000) aggregate, including products and completed operations coverage Personal and Advertising Injury, with a minimum “per occurrence” limit of Two Million Dollars (\$2,000,000). This policy shall be primary to any policy or policies carried by or available to Richardson, as relates to Murphy operations.
- (b) Workers' Compensation/Employer's Liability Insurance Policy. Workers' Compensation/Employer's liability insurance policy for Murphy Recruits in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.
 - (c) Automobile Liability Insurance Policy. Automobile liability insurance policy covering all operations of the Murphy Recruit(s) pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.
 - (d) Excess Coverage. The above insurance limits can be provided by primary policies reflecting required limits or through a combination of primary and excess liability insurance policies. The general liability and automobile liability insurance shall be primary and any excess or umbrella coverage shall follow form to the primary coverage.
 - (e) Waiver of Subrogation Rights. All such policies of insurance shall waive the insurer's right of subrogation against Richardson. The Commercial General Liability, Worker's Compensation, and Business Auto insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against Richardson.
 - (f) Additional Insured Status. With the exception of Worker's Compensation Insurance, all insurance required pursuant to this Agreement shall be endorsed to name Richardson as additional insured using Additional Insured Endorsements for Richardson under Texas law, including products/completed operations.
 - (g) Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to Richardson shall be delivered to Richardson prior to the commencement of the Academy under this Agreement and annually thereafter until the expiration or termination of this Agreement. All required policies shall be endorsed to provide Richardson with thirty (30) days advance notice of cancellation, waiver of subrogation, Richardson as additional insured, and shall be primary

with Richardson insurance coverage being non-contributory. At the renewal of the required insurance policies, Murphy shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to Richardson. In addition, Murphy shall, within ten (10) business days after written request, provide Richardson with Certificates of Insurance and policy endorsements for the insurance required herein. The delivery of the Certificates of Insurance and the policy endorsements to Richardson is a condition precedent to the continuation of the use of the Fire Training Center by Murphy. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this Agreement. All policies and endorsements shall remain in effect until the expiration or termination of this Agreement. All policies must be written on a primary, non-contributory basis with any other insurance coverage and/or self-insurance maintained by Murphy as relates to Murphy operations.

- (h) Carriers. All policies of insurance required to be obtained by Murphy pursuant to this Agreement shall be maintained with insurance carriers that are reasonably satisfactory to Richardson and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A - VII or better" by AM Best or other equivalent rating service.

4.7 Governmental Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.

Article V Miscellaneous

5.1 Notice. All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing, or by hand delivery or facsimile transmission to the address set forth below:

If intended for Richardson, to:

Dan Johnson
City Manager
City of Richardson, Texas
411 West Arapaho Road
P.O. Box 830309
Richardson, Texas 75083-0309

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Murphy, to:

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

With a copy to:

William Andrew Messer
Messer, Rockefeller & Fort, PLLC
6351 Preston Road, Suite 350
Frisco, Texas 75034

5.2 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to this agreement.

5.3 Laws Governing. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter of said court.

5.4 Severability. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.5 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

5.6 Authorization. By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.

5.8 Exhibits. The exhibits to this Agreement are incorporated herein.

5.9 Recitals. The recitals to this Agreement are incorporated herein.

[Signature Page to Follow]

EXECUTED this ____ day of _____, 2015.

CITY OF RICHARDSON, TEXAS

By: _____
Dan Johnson, City Manager

ATTEST:

By: _____
Aimee Nemer, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this ____ day of _____, 2015.

CITY OF MURPHY, TEXAS

By: _____
James Fisher, City Manager

ATTEST:

By: _____
Susie Quinn, City Secretary

APPROVED AS TO FORM:

By: _____
William Andrew Messer, City Attorney

City Council Meeting
July 21, 2015

Issue

Consider and/or act of the Community Survey project process.

Background/History

On July 7, 2015 City Council authorized the City Manager to enter into contract negotiations with Decision Analyst for the Community Survey Project.

Considerations

Staff is seeking direction from City Council on the expectations and desired outcome of the Community Survey. This direction will help guide the development of the survey questionnaire. For example:

- Is the expectation to identify if the community would support a bond election?
- Is the expectation to identify if the community feels we are missing certain services?
- How will the results of the Community Survey be used as a tool for City Council strategic planning?

Action Requested

Direction to staff on the expectations and desired outcome of the community survey.

City Council Meeting
July 21, 2015

Issue

Consider and/or act to approve an Ordinance of the City of Murphy, Texas approving the terms and conditions of a boundary adjustment agreement between the City of Murphy, Texas and the City of Plano, Texas; Authorizing the City Manager or his authorized designee, to execute the Agreement on behalf of the City of Murphy; and providing an effective date.

Staff Resource/Department

James Fisher, City Manager

Summary

This item was postponed at the July 7th meeting to allow staff to gather more information.

Dublin Road will be upgraded with a cement-stabilized subgrade and a new hot mixed asphaltic cement surface, per plans and specifications prepared by Birkhoff, Hendricks and Conway. Plano has agreed to pay Murphy's share of this contract cost. Plano will have a one-year maintenance bond and will enforce it on behalf of Murphy (if there is a failure that the contractor refuses to correct). Because of the method being used to upgrade the roadway, the new road surface will last a long time. In 7-10 years, a surface treatment will likely be needed.

Also, the Murphy Police Department ran a traffic survey from July 8th through July 13th. The count is as follows:

In respect to Dublin Road:

11,689 vehicles traveled north and south.
5,940 vehicles traveled northbound
5,720 vehicles traveled southbound

In respect to Clay:

2,233 vehicles traveled from Dublin to Clay or Clay to Dublin. Direction was not recorded for this street. It is safe to assume that this number could be reduced in half for people who entered and then exited since there is no outlet in that housing addition.

Action Requested

Approve an Ordinance of the City of Murphy, Texas approving the terms and conditions of a boundary adjustment agreement between the City of Murphy, Texas and the City of Plano, Texas; Authorizing the City Manager or his authorized designee, to execute the Agreement on behalf of the City of Murphy; and providing an effective date.

Attachments

- Boundary Ordinance
- City of Plano Agenda packet
- July 7th City of Murphy Agenda packet

ORDINANCE NUMBER 15-07-996

An Ordinance of the City of Murphy, Texas approving the terms and conditions of a boundary adjustment agreement between the City of Murphy, Texas and the City of Plano, Texas; Authorizing the City Manager or his authorized designee, to execute the Agreement on behalf of the City of Murphy; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Murphy, Texas and the City of Plano, Texas establishing a mutual boundary along the west right-of-way line of Dublin Road, in the manner described in and attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Agreement”); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his authorized designee, shall be authorized to execute it on behalf of the City of Murphy.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Murphy and found to be acceptable and in the best interests of the City of Murphy and its citizens, are hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Murphy, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 21st day of July, 2015.

ERIC BARNA, MAYOR

ATTEST:

SUSIE QUINN, CITY SECRETARY

APPROVED AS TO FORM:

ANDY MESSER, CITY ATTORNEY

EXHIBIT A

BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Murphy, Texas, hereinafter referred to as "Murphy" and the City of Plano, Texas, hereinafter referred to as "Plano."

WHEREAS, the resurfacing of Dublin Road south of the Parker city limits will be completed by Plano; and

WHEREAS, the city boundary of Murphy is in part contiguous with the city boundary of Plano and is in a location that creates confusion regarding the administration of municipal services; and

WHEREAS, Murphy and Plano agree that it is in the best interest of both cities to adjust the city boundary to a location where all of Dublin Road, adjacent to Plano, is located within the corporate limits of Murphy; and

WHEREAS, Section 43.031 of the Texas Local Government Code authorizes adjacent cities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, representatives of Murphy and Plano agree to relocate their mutual ultimate boundary to follow the west right-of-way line of Dublin Road.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Murphy and Plano agree as follows:

**SECTION I.
Statement of Intent**

It is the intent of Murphy and Plano to modify their mutual ultimate boundary to follow the west right-of-way line of Dublin Road. With this modification, the incorporated area of Murphy will include the entire width of right-of-way of Dublin Road beginning at the city limits of the City of Parker and extending to the current Murphy city limits on the south side of FM 544 as described in and attached to and made a part of this Agreement as Exhibit "A".

**SECTION II.
Relinquishment of Territory**

To accomplish the objective set forth in Section I above, Plano does hereby grant, relinquish, and apportion unto Murphy, land that is less than 1,000 feet in width and contained within the right-of-way of Dublin Road.

**SECTION III.
Waiver of Extraterritorial Jurisdiction**

Plano does hereby waive its extraterritorial jurisdiction located within the right-of-way of Dublin Road, as established in Exhibit "A".

It is expressly agreed and understood that these waivers shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

EXHIBIT A**SECTION IV.
Costs Associated with Dublin Road**

Plano does hereby agree to provide funds for the resurfacing of Dublin Road to be completed in 2015 under contract with Collin County. All future costs associated with the section of Dublin Road located between the two cities will be the sole responsibility of the City of Murphy.

**SECTION V.
Severability**

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION VI.
Effective Date**

Murphy and Plano agree that this Agreement shall take effect only upon ratification and adoption by the governing bodies of each city.

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY**CITY OF MURPHY, TEXAS**

Date: _____

BY: _____
James Fisher, CITY MANAGER

APPROVED AS TO FORM:

Andy Messer, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2015 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2015 by **JAMES FISHER**, City Manager of the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT A

Proposed Murphy-Plano Boundary

BEGINNING at a point where the south line of the Parker City Limits, extended westerly following the bearing of city limits line, intersects with the west right-of-way line of Dublin Road, said point being approximately 30 feet west of the centerline of Dublin Road;

THENCE, in a southeasterly direction following the meanderings of the west right-of-way line of Dublin Road, parallel to and 30 feet from the centerline of Dublin Road, to the south property line of Lot 1R, Block A, of the Pecan Hollow Golf Course Addition, a distance of 2483.38 feet;

THENCE, continuing in a southeasterly direction along a line parallel to and 30 feet from the centerline of Dublin Road, to the north right-of-way line of 14th Street to a point for a corner, a distance of 306 feet;

THENCE, in a southwesterly direction following the north right-of-way line of 14th Street to a point for a corner, a distance of 27.1 feet;

THENCE, in a southeasterly direction, crossing 14th Street perpendicular to the centerline of 14th Street, to the south right-of-way line of 14th Street, a distance of 171.7 feet.

Adjustment to The Incorporated Area of Murphy

With this modification, the incorporated area of Murphy will include the entire width of right-of-way of Dublin Road, beginning at the Parker City Limits and extending to the current Murphy City Limits on the south side of FM 544, as depicted on the attached exhibit.

CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
☐ Consent ☐ Regular ☐ Statutory					
Council Meeting Date:		06/22/15			
Department:		Engineering			
Department Head		Jack Carr, PE			
Agenda Coordinator (include phone #): Kathleen Schonke X-7198					
CAPTION					
An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager, or his authorized designee to execute the agreement on behalf of the City of Plano; and providing an effective date.					
FINANCIAL SUMMARY					
☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): N/A					
COMMENTS: This item will adjust the location of the mutual boundary between Murphy and Plano and place the entire right-of-way of Dublin Road within the jurisdiction of the City of Murphy. This boundary adjustment will shift the cost of future municipal services to the City of Murphy. STRATEGIC PLAN GOAL: Boundary adjustments for the jurisdiction of right-of-way responsibility relate to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Please see attached memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
Location Map; Memo from Staff; Ordinance; Boundary Agreement; Exhibit A			N/A		

Parker

Unincorporated

Plano

Murphy

Pecan Hollow Golf Course

Inset of Intersection



Rowlett Creek

See Inset

14TH ST

FM 544

PARK VISTA RD

KAREN PASS
TAYLOR
SARAH WAY
JOH

Source: City of Plano, GIS Division
Date: June, 2015

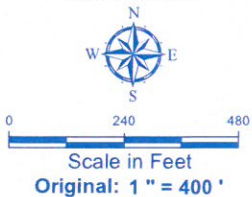
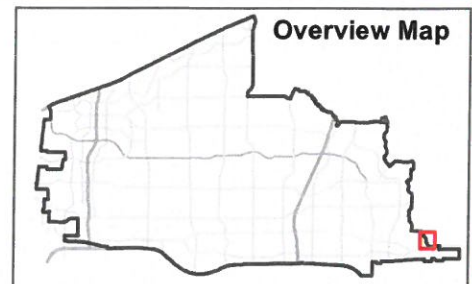


EXHIBIT A Parker - Plano Murphy - Plano Boundary Agreements

- Parker - Plano Boundary
- Murphy - Plano Boundary



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that party's own risk for any discrepancies, errors, or variances which may exist.





Memorandum

TO: Bruce Glasscock, City Manager
THRU: Frank Turner, Deputy City Manager
FROM: Jack Carr, P.E., Director of Engineering
DATE: June 9, 2015
SUBJECT: ILA Related to Maintenance of Dublin Road along the Plano City Limits
Boundary Adjustment Agreements with the Cities of Murphy and Parker

SUMMARY OF AGENDA ITEMS:

Three agenda items related to Dublin Road are on the agenda for the June 22, 2015 meeting:

Boundary Agreement with Parker

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Parker's jurisdiction to reduce the confusion regarding the responsibility for enforcement of traffic laws and other municipal functions.

Boundary Agreement with Murphy

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Murphy's jurisdiction. It will also result in the annexation by Murphy of the remaining portion of Dublin Road south of Parker. Though this agreement the City of Plano will accept the responsibility for the resurfacing of Dublin Road adjacent to Murphy. The City of Murphy will be responsible for the enforcement of traffic laws and all future municipal functions.

Interlocal Agreement with Collin County

The terms of this Interlocal Agreement provide for the City of Plano to pay for the west half of the road resurfacing plus pay for Murphy's portion (32%). The resurfacing project is currently scheduled to be considered for award on July 27, 2015.

BACKGROUND INFORMATION:

- Earlier this year, I was forwarded a copy of an email that was sent to political entities with potential responsibility for repairing Dublin Road north of FM 544. Apparently, the citizen encountered a significant amount of confusion regarding the responsibility for maintenance.

- While investigating this situation, my concern over the responsibility of other municipal services along Dublin increased. If there is confusion regarding the responsibility for the maintenance of the roadway, there is likely confusion regarding other services (e.g. police, fire, etc.)
- It is normally not a good idea to have a city boundary located within a roadway; therefore, I contacted the Murphy City Manager and the Parker City Administrator to initiate discussions regarding boundary agreements with their respective cities. We discussed my recommendation to move the city limits to one side of Dublin. Since both Murphy and Parker have citizens that use Dublin to access their homes (and Plano does not), all parties agreed to recommend to their respective Councils to move the city boundary to the west right-of-way line of Dublin Road.
- The portion of Dublin Road along Parker is in good condition. Collin County is adjacent to 18% of the total frontage and Murphy is adjacent to 32% of the total frontage. Plano is adjacent to the entire west side. The cost to resurface the remaining portion of Dublin Road is estimated to be \$190,000. The resurfacing project is currently scheduled to be considered for award on July 27, 2015.

An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager or his authorized designee to execute the Agreement on behalf of the City of Plano; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas establishing a mutual boundary along the west right-of-way line of Dublin Road, in the manner described in and attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his authorized designee, shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of June 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Murphy, Texas, hereinafter referred to as "Murphy" and the City of Plano, Texas, hereinafter referred to as "Plano."

WHEREAS, the resurfacing of Dublin Road south of the Parker city limits will be completed by Plano; and

WHEREAS, the city boundary of Murphy is in part contiguous with the city boundary of Plano and is in a location that creates confusion regarding the administration of municipal services; and

WHEREAS, Murphy and Plano agree that it is in the best interest of both cities to adjust the city boundary to a location where all of Dublin Road, adjacent to Plano, is located within the corporate limits of Murphy; and

WHEREAS, Section 43.031 of the Texas Local Government Code authorizes adjacent cities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, representatives of Murphy and Plano agree to relocate their mutual ultimate boundary to follow the west right-of-way line of Dublin Road.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Murphy and Plano agree as follows:

SECTION I. Statement of Intent

It is the intent of Murphy and Plano to modify their mutual ultimate boundary to follow the west right-of-way line of Dublin Road. With this modification, the incorporated area of Murphy will include the entire width of right-of-way of Dublin Road beginning at the city limits of the City of Parker and extending to the current Murphy city limits on the south side of FM 544 as described in and attached to and made a part of this Agreement as Exhibit "A".

SECTION II. Relinquishment of Territory

To accomplish the objective set forth in Section I above, Plano does hereby grant, relinquish, and apportion unto Murphy, land that is less than 1,000 feet in width and contained within the right-of-way of Dublin Road.

SECTION III. Waiver of Extraterritorial Jurisdiction

Plano does hereby waive its extraterritorial jurisdiction located within the right-of-way of Dublin Road, as established in Exhibit "A".

It is expressly agreed and understood that these waivers shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

**SECTION IV.
Costs Associated with Dublin Road**

Plano does hereby agree to provide funds for the resurfacing of Dublin Road to be completed in 2015 under contract with Collin County. All future costs associated with the section of Dublin Road located between the two cities will be the sole responsibility of the City of Murphy.

**SECTION V.
Severability**

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION VI.
Effective Date**

Murphy and Plano agree that this Agreement shall take effect only upon ratification and adoption by the governing bodies of each city.

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY OF MURPHY, TEXAS

Date: _____

BY: _____
James Fisher, CITY MANAGER

APPROVED AS TO FORM:

Andy Messer, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2015 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2015 by **JAMES FISHER**, City Manager of the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT A

Proposed Murphy-Plano Boundary

BEGINNING at a point where the south line of the Parker City Limits, extended westerly following the bearing of city limits line, intersects with the west right-of-way line of Dublin Road, said point being approximately 30 feet west of the centerline of Dublin Road;

THENCE, in a southeasterly direction following the meanderings of the west right-of-way line of Dublin Road, parallel to and 30 feet from the centerline of Dublin Road, to the south property line of Lot 1R, Block A, of the Pecan Hollow Golf Course Addition, a distance of 2483.38 feet;

THENCE, continuing in a southeasterly direction along a line parallel to and 30 feet from the centerline of Dublin Road, to the north right-of-way line of 14th Street to a point for a corner, a distance of 306 feet;

THENCE, in a southwesterly direction following the north right-of-way line of 14th Street to a point for a corner, a distance of 27.1 feet;

THENCE, in a southeasterly direction, crossing 14th Street perpendicular to the centerline of 14th Street, to the south right-of-way line of 14th Street, a distance of 171.7 feet.

Adjustment to The Incorporated Area of Murphy

With this modification, the incorporated area of Murphy will include the entire width of right-of-way of Dublin Road, beginning at the Parker City Limits and extending to the current Murphy City Limits on the south side of FM 544, as depicted on the attached exhibit.

City Council Meeting July 7, 2015

Issue

Consider and/or act to approve an Ordinance of the City of Murphy, Texas approving the terms and conditions of a boundary adjustment agreement between the City of Murphy, Texas and the City of Plano, Texas; Authorizing the City Manager or his authorized designee, to execute the Agreement on behalf of the City of Murphy; and providing an effective date.

Staff Resource/Department

James Fisher, City Manager

Summary

The City of Murphy began receiving complaints earlier this year regarding the road conditions along Dublin Road. After extensive discussions with the City of Plano and trying to develop a plan for repair, since four governmental entities were involved. Plano approached the City with a new idea. The City of Plano would pay to repair Dublin Road from the Parker city limits south to FM 544. Plano would also move their municipal boundary line to approximately the western edge of Dublin and the Cities of Parker and Murphy would now have jurisdiction over Dublin. Plano will have a maintenance bond for the road repairs and will execute it on behalf of Murphy, if needed. I know that this places the future maintenance responsibility of Dublin Road (that portion within our municipal jurisdiction), but we have that now, it is just cleaner now.

The boundary adjustment also places the intersection of Dublin Road and FM 544 within our jurisdiction. TxDOT is still responsible for the operations and maintenance of the traffic signal.

The boundary adjustment proposed by Plano is a win-win for the City of Murphy. Dublin Road gets repaired with a maintenance bond in place and it clearly defines our western boundary along Dublin Road up to Parker.

The Plano City Council approved this request at it's June 22nd City Council Meeting.

Action Requested

Approve an Ordinance of the City of Murphy, Texas approving the terms and conditions of a boundary adjustment agreement between the City of Murphy, Texas and the City of Plano, Texas; Authorizing the City Manager or his authorized designee, to execute the Agreement on behalf of the City of Murphy; and providing an effective date.

Attachments

- Boundary Ordinance
- City of Plano Agenda Item Map

ORDINANCE NUMBER 15-07-996

AN ORDINANCE OF THE CITY OF MURPHY, TEXAS APPROVING THE TERMS AND CONDITIONS OF A BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITY OF MURPHY, TEXAS AND THE CITY OF PLANO, TEXAS; AUTHORIZING THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MURPHY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Murphy, Texas and the City of Plano, Texas establishing a mutual boundary along the west right-of-way line of Dublin Road, in the manner described in and attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his authorized designee, shall be authorized to execute it on behalf of the City of Murphy.

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

Section 1. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Murphy and found to be acceptable and in the best interests of the City of Murphy and its citizens, are hereby in all things approved.

Section 2. The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Murphy, substantially according to the terms and conditions set forth in the Agreement.

Section 3. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 7th day of July, 2015.

Scott Bradley, Mayor Pro Tem

ATTEST:

Susie Quinn, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney

EXHIBIT A

Proposed Murphy-Plano Boundary

BEGINNING at a point where the south line of the Parker City Limits, extended westerly following the bearing of city limits line, intersects with the west right-of-way line of Dublin Road, said point being approximately 30 feet west of the centerline of Dublin Road;

THENCE, in a southeasterly direction following the meanderings of the west right-of-way line of Dublin Road, parallel to and 30 feet from the centerline of Dublin Road, to the south property line of Lot 1R, Block A, of the Pecan Hollow Golf Course Addition, a distance of 2483.38 feet;

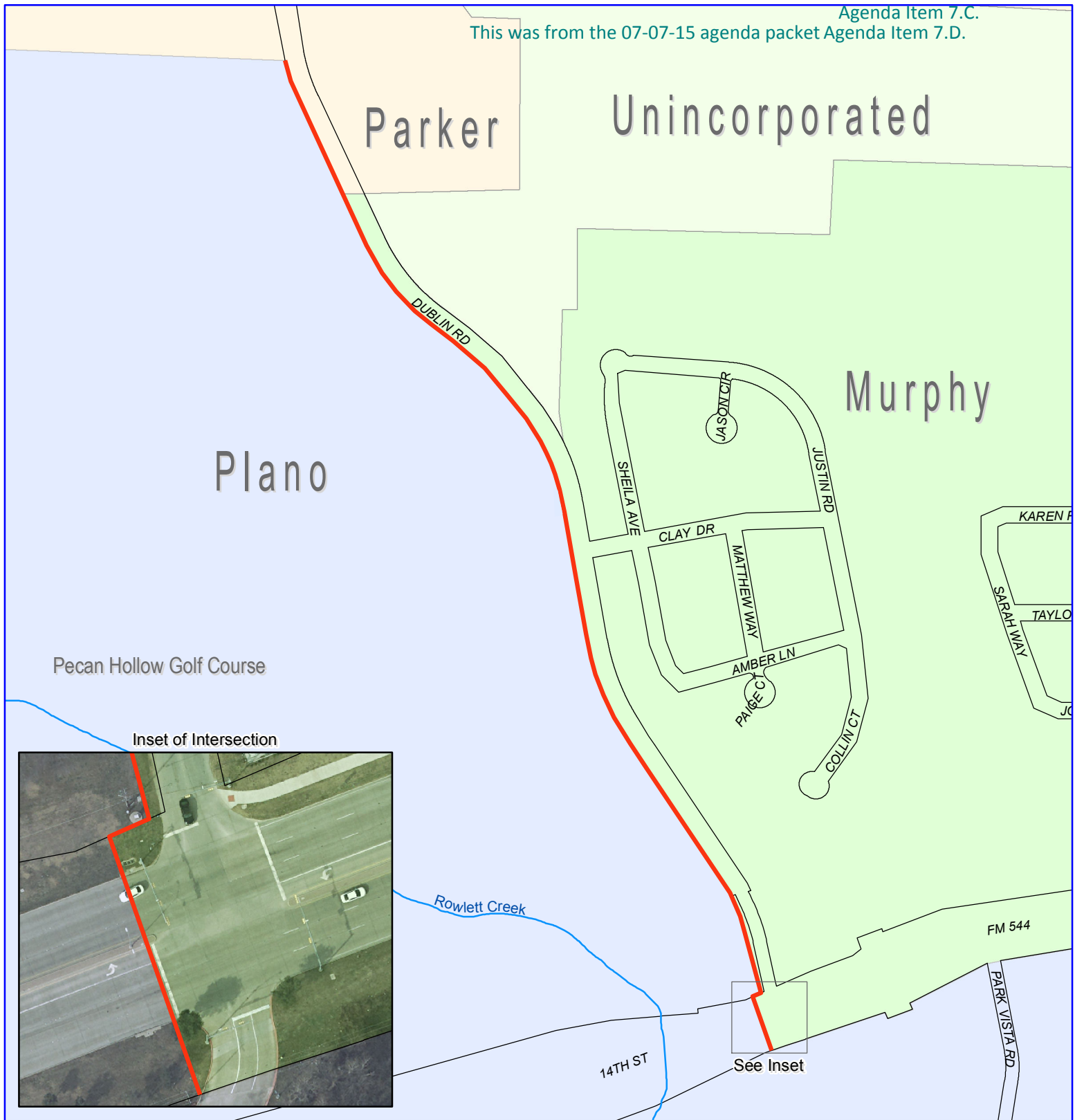
THENCE, continuing in a southeasterly direction along a line parallel to and 30 feet from the centerline of Dublin Road, to the north right-of-way line of 14th Street to a point for a corner, a distance of 306 feet;

THENCE, in a southwesterly direction following the north right-of-way line of 14th Street to a point for a corner, a distance of 27.1 feet;

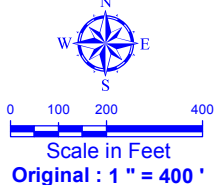
THENCE, in a southeasterly direction, crossing 14th Street perpendicular to the centerline of 14th Street, to the south right-of-way line of 14th Street, a distance of 171.7 feet.

Adjustment to The Incorporated Area of Murphy

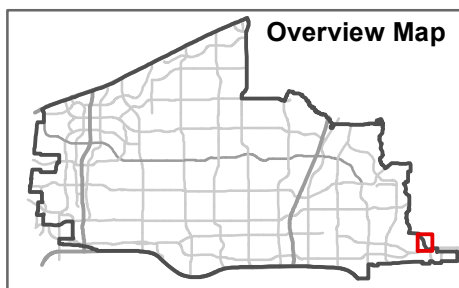
With this modification, the incorporated area of Murphy will include the entire width of right-of-way of Dublin Road, beginning at the Parker City Limits and extending to the current Murphy City Limits on the south side of FM 544, as depicted on the attached exhibit.



Source : City of Plano, GIS Division
Date : May, 2015



Proposed Boundary



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.

EXHIBIT A Parker - Plano Murphy - Plano Boundary Agreements

M. Scott Survey
Abstract 859

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