



MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING AND BUDGET WORK SESSION
JULY 1, 2014 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 1, 2014 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 MEETING TO ORDER

2. ROLL CALL & CERTIFICATION OF A QUORUM

3. INVOCATION & PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

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

- A. Consider and take action, if any, on the June 17, 2014 Regular Meeting minutes.
- B. Consider and/or act upon proposed resolution authorizing the City Manager to execute a sanitary sewer easement agreement with Beacon Hill Centre, LLC.

5. ELECTION PROCEDURES

- A. Consider and act upon approval of an ordinance canvassing and declaring the election results of the June 21, 2014 Runoff Election.
- B. Issuance of Certificate of Election to newly elected Council Member.
- C. Administer Oath of Office to newly elected Council Member.

6. NEWLY ELECTED MEMBER IS SEATED

- A. Consider and/or act upon nominations for Mayor Pro Tem.
- B. Consider and/or act upon nominations for Deputy Mayor Pro Tem.

7. PUBLIC COMMENTS

8. PRESENTATION ITEMS: None

9. CITY MANAGER/STAFF REPORTS

North Murphy Road Construction Update
Animal Shelter Construction Update

10. EXECUTIVE SESSION

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

- A. § 551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
- B. §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of the City Secretary.

11. RECONVENE INTO REGULAR SESSION

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

- A. § 551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
- B. §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of the City Secretary.
- C. Take Action on any Executive Session Item.

12. ADJOURN REGULAR MEETING

13. OPEN BUDGET WORKSESSION – Community Room

- A. Discussion regarding the FY 2015 General Fund and Utility Fund Revenues and Expenditures and other associated budget discussions.

14. 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 June 27, 2014 by 4:00 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
JUNE 17, 2014 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

Councilmembers absent:
Councilmember Rob Thomas

4. PUBLIC COMMENTS – *None.*

5. PRESENTATION ITEMS:

A. City Manager James Fisher presented the financial report and investment report as of May 31, 2014. Mr. Fisher stated there were still concerns with the Utility Fund in that it appeared the City would be short in revenue.

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 3, 2014 regular meeting minutes.

B. Consider and/or act upon the approval of a Resolution authorizing continued participation with the Atmos Cities Steering Committee (ACSC); and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

C. Consider and/or act upon proposed resolution authorizing the City Manager to extend the Interlocal Agreement between the City of Murphy and the City of Plano for City of Murphy employee training for an additional twelve months.

Councilmember Grant asked to remove Item 6.B. for discussion.

COUNCIL ACTION (6.A.and 6.C.):

APPROVED

Mayor Pro Tem Siddiqui moved to approve Item 6.A. and 6.C. on 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. *(Item 6.C. assigned Resolution 14-R-796 & CLA 201406001)*

Councilmember Grant stated that the City was being billed five cents per capita currently, despite the fact that there are portions of the City that are not serviced by Atmos. Councilmember Grant stated he didn't have a problem spending the money, he just wanted to bring it to the Council's attention.

COUNCIL ACTION (6.B.)

APPROVED

Councilmember Grant moved to approve a resolution authorizing continued participation with the Atmos Cities Steering Committee (ACSC); and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. Deputy Mayor Pro Tem St. Clair seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0. *(Resolution 14-R-795)*

7. INDIVIDUAL CONSIDERATION

- A. Consider and/or act upon authorizing the City Manager to execute a contract with Pacheco Koch to complete the bidding construction phase of the Timbers Nature Preserve project.

Mr. Fisher stated that the City initially hired HOK for the project with Wade Peterson serving as the project manager. Since that time, Mr. Peterson has moved to Pacheco Koch and the City was still working with HOK and Mr. Peterson. Mr. Fisher stated that, since Mr. Peterson left, the project has slowed.

Councilmember Bradley inquired as to if the City was continuing to move forward with Pacheco Koch to provide continuity with Mr. Peterson. Mr. Fisher responded in the affirmative.

Mayor Pro Tem Siddiqui inquired as to any delays that the project would have as a result of the transition. Mr. Fisher stated that the original timeline had the project coming to Council in July, now it will be August or September at the latest.

Mr. Peterson stated the only delay would be gathering electronic documents from HOK which would be approximately two weeks. Mr. Peterson stated he left HOK two years ago and the delay was not as a result of the transition. Mr. Peterson stated the major project delay was as a result of ONCOR's decision to not allow a bridge as they had previously indicated.

COUNCIL ACTION (ITEM 7.A.):

APPROVED

Mayor Pro Tem Siddiqui moved to authorize the City Manager to execute a contract with Pacheco Koch to complete the bidding construction phase of the Timbers Nature Preserve project. Deputy Mayor Pro Tem St. Clair seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0. *(CLA 201406002)*

- B. Consider and/or act upon amendments to the City Council iPad Purchase and Use Agreement and the Employee iPad Purchase and Use Agreement.

Mr. Fisher stated the Council discussed this item approximately one year ago and had made the decision that it was appropriate to allow former Councilmembers and former employees to purchase the iPad at current market value. Mr. Fisher stated that decision was never incorporated into the policy.

COUNCIL ACTION (ITEM 7.B.):

APPROVED

Mayor Pro Tem Siddiqui moved amend the City Council and Employee iPad Purchase and Use Agreement to allow for the purchase of iPads as presented. Deputy Mayor Pro Tem St. Clair seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0.

C. Discussion regarding the adoption of a video streaming policy for City meetings.

Mr. Fisher stated that this item was being brought forth to help plan for the FY 15 budget. Mr. Fisher stated that Staff was seeking direction as to what boards the Council was anticipating video streaming.

Councilmember Bradley stated, since this was a new task, he thought it was appropriate to focus on Council for the first year. Councilmember Bradley stated that camera placement could address the issue of the tall dais.

Councilmember Nichols-Spraggins inquired as to what the cost of the video streaming would be and what the benefit to the residents would be.

Mayor Barna stated that, in his opinion, the benefit is to be able to watch specific agenda items rather than having to listen to the entire meeting. Mayor Barna stated it also allowed people to place a name with the speaking voice.

Councilmember Grant stated that he would like to see other decision making boards video streamed in the future. Councilmember Grant stated the benefit was transparency to the residents.

Councilmember Bradley stated that he agreed with Councilmember Grant in that decision making boards should be streamed in the future. Councilmember Bradley stated he would go back on his previous statement and believed the Planning and Zoning Commission should be video streamed as well. Councilmember Bradley stated he would like to see regular meetings streamed only.

Mayor Pro Tem Siddiqui stated he would like to see all of the boards streamed in the future. Mayor Pro Tem Siddiqui suggested a phased approach with Council and Planning and Zoning the first year and other boards beginning in year two.

COUNCIL ACTION (ITEM 7.C.):

NON ACTION ITEM

No action was taken.

D. Discussion regarding the City of Murphy abbreviated records retention schedule.

City Secretary Kristi Gilbert explained the abbreviated records retention schedule was identical to the Texas State Library's requirements, the only difference was retaining audio recordings

for longer than 90 days. Ms. Gilbert stated the abbreviated schedule included common names of documents used throughout the City so employees could utilize it easier.

Council held discussions with regard to how long audio and video recordings should be kept. Council discussed needing to see cost estimates of long-term records storage prior to making a decision.

COUNCIL ACTION (ITEM 7.D.):

NON ACTION ITEM

No action was taken.

8. CITY MANAGER/STAFF REPORTS

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

North Murphy Road Construction Update – the greatest challenge will be the Betsy Road, North Murphy Road intersection

Animal Shelter Construction Update

Runoff Election – June 21st

Sounds at Sundown – Emerald City Band, June 20th
Radio Disney Road Crew, June 27th

9. EXECUTIVE SESSION

The City Council convened into Executive Session at 6:56 p.m. pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- A. § 551.072. Deliberation regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- B. § 551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

10. RECONVENE INTO REGULAR SESSION

The City Council reconvened into Regular Session at 7:04 p.m., pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

- A. § 551.072. Deliberation regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- B. § 551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

C. Take Action on any Executive Session Item.

Mayor Pro Tem Siddiqui moved to authorize the Murphy Municipal Development District to fund up to \$30,000 for construction of a left turn lane and authorize the City Manager to execute an agreement with Dr. Hector Carbonell's veterinary office. Deputy Mayor Pro Tem St. Clair seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0.

11. ADJOURNMENT

With no further business, the meeting was adjourned at 7:05 p.m.

APPROVED BY:

Eric Barna, Mayor

ATTEST:

Kristi Gilbert, City Secretary

City Council Meeting
July 1, 2014

Issue

Consider and/or act upon proposed resolution authorizing the City Manager to execute a sanitary sewer easement agreement with Beacon Hill Centre, LLC.

Background

The execution of the agreement is necessary to continue to provide public sanitary sewer service to Oak Brook Day School.

Board/Staff Recommendation

Staff recommends approval of a resolution authorizing the City Manager to execute a sanitary sewer easement agreement with Beacon Hill Centre, LLC.

Attachments

Sanitary Sewer Easement Agreement

Exhibits A & B to the Agreement will be provided under separate cover

RESOLUTION NO. 14-R-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A SANITARY SEWER EASEMENT AGREEMENT BETWEEN THE CITY OF MURPHY, TEXAS AND BEACON HILL CENTRE, LLC.

WHEREAS, the City of Murphy, Texas will enter into a sanitary sewer line easement agreement with the property owner of said property; and

WHEREAS, the City Council of the City of Murphy, Texas, has found that the following resolution will promote the public health, safety and welfare of the citizens of the City.

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

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

Section 2. The City Council authorizes the City Manager to execute the Sanitary Sewer Easement Agreement attached hereto as *Exhibit A*.

Section 3. This resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Council of the City of Murphy this 1st day of July, 2014.

APPROVED:

Eric Barna, Mayor

ATTEST:

Kristi Gilbert, City Secretary

After Recording Return To:
Jackson Walker, LLP
901 Main Street
Suite 6000
Dallas, Texas 75202
ATTN: William S. Dahlstrom

SANITARY SEWER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made as of the ___ day of _____, 2014, between BEACON HILL CENTRE, LLC, a Texas limited liability company (“Owner”), and the City of Murphy, Texas (the “City”).

RECITALS

WHEREAS, Owner is owner of that certain 2.191 acre parcel of land described more fully in Exhibit “A” which is attached hereto for all purposes (the “Property”); and

WHEREAS, an eight-inch sanitary sewer line servicing the use on the land contiguous with the Property’s north boundary traverses the Property in a north-south direction (the “Sanitary Sewer Line”); and

WHEREAS, the Sanitary Sewer Line exists within the Property; and

WHEREAS, the Sanitary Sewer Line is in need of repair; and

WHEREAS, the City requests Owner to provide an easement for the Sanitary Sewer Line; and

WHEREAS, Owner is agreeable to provide an easement for the Sanitary Sewer Line under the conditions set forth herein;

NOW THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above, the documents referred to therein, and the exhibits attached hereto are hereby incorporated herein by reference as if set forth in full in the body of this Agreement.
2. Grant. Owner, for the consideration and subject to the Special Provisions (defined below) and other matters stated herein, grants, sells and conveys to the City a twenty (20) foot nonexclusive Sanitary Sewer Easement (the “Sanitary Sewer Easement”), as is shown in more detail on Exhibit “B” attached hereto, and shall be depicted on Owner’s final plat, over, upon and across the Property, to have and to hold the Sanitary Sewer Easement forever.
3. Special Provisions. Owner’s grant of the Sanitary Sewer Easement is made subject to the following special conditions (referred to herein collectively as the “Special Provisions”):

- a. The width of the Sanitary Sewer Easement shall be no greater than ten (10) feet on either side of the centerline shown on Exhibit "B" attached hereto.
 - b. The Sanitary Sewer Easement shall be used by the City solely for the Sanitary Sewer Line unless otherwise agreed to in writing by Owner. No additional sanitary sewer lines may be installed in the Sanitary Sewer Easement.
 - c. The location and size of the Sanitary Sewer Easement shall be as shown on the plan attached hereto for all purposes as Exhibit "B".
 - d. The City will allow Owner to connect Owner's improvements to the Sanitary Sewer Line with no tap fee charged to Owner; provided, however, Owner acknowledges that all additional connections to the Sanitary Sewer Line by Owner thereafter will be subject to, and in accordance with, all applicable City regulations.
 - e. The Sanitary Sewer Line will not increase in size.
 - f. The City, at its sole cost, will within a reasonable time either make repairs to the Sanitary Sewer Line, which are currently needed, or pay for a utility contractor to make such repairs while construction on the Property occurs.
 - g. All future repairs to the Sanitary Sewer Line shall be made, or caused, by the City at no cost or expense to Owner.
 - h. After accessing the Sanitary Sewer Easement or Sanitary Sewer Line for any purpose, the City shall, at no cost or expense to Owner, return the Property, and any to the same or better condition as immediately before the access occurred, save and except for reasonable saw cut lines.
 - i. Owner reserves, for itself and its successors and assigns, the right to enter upon and use any portion of the Sanitary Sewer Easement for reasonable purposes that do not materially interfere with the rights granted to the City hereunder.
 - j. Owner reserves to Owner and Owner's successors and assigns all mineral interests currently owned by Owner in, on and under and that may be produced and saved from the Sanitary Sewer Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided such production, leases and exercise of such rights shall in no way interfere with or interrupt the use or enjoyment of the Sanitary Sewer Easement by the City for the rights granted to the City hereunder.
 - k. Owner is not responsible for the operation, maintenance or liability of the Sanitary Sewer Line.
 - l. This conveyance is made by Owner and accepted by the City.
4. Acceptance; AS-IS; NO WARRANTY. In consideration of the conveyance of the Sanitary Sewer Easement and the herein stated obligations of Owner, the City hereby accepts the Sanitary Sewer Easement and permits Owner to connect to the Sanitary Sewer Line, subject to the Special Provisions set forth above and any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests and all other matters of record, if any, affecting the Sanitary Sewer Easement, to the extent, and only to the extent, that the same are valid, in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of the Sanitary Sewer Easement is located, or that may be visually apparent on the Sanitary Sewer Easement as of the date hereof. FURTHER, BY ACCEPTANCE OF SANITARY SEWER EASEMENT, THE CITY ACCEPTS THE SANITARY SEWER EASEMENT ON AN AS-

IS, WHERE IS AND WITH ALL FAULTS BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, BY OWNER.

- 5. Notices. Notices required by this Agreement shall be in writing and effective upon the earlier of actual receipt when delivered by any means or within five (5) days after deposited, certified mail with return receipt requested, with the U.S. Postal Service.

Notice to the City shall be to:

Notice to Owner shall be to:

City Manager
206 North Murphy Road
Murphy, TX 75094
972-468-4000

170 E. FM 544, Suite 100
Murphy, Texas 75094
Attn.: Masoud E. Najari

- 6. Amendments. This Agreement may not be altered, modified, amended or terminated except by an instrument in writing duly executed by the parties then bound by this Agreement and in recordable form, which shall be recorded promptly and the expense thereof shall be borne equally by all parties then bound hereunder.Headings. The headings used in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms, covenants, conditions and provisions hereof.Governing Law. This Agreement shall be construed, interpreted and governed by the laws of the State of Texas.Binding Effect. This Agreement shall be recorded and be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof, and there are no other terms, conditions, provisions, understandings, statements, or representations, express or implied, concerning the subject matter hereof.Liens. The City shall keep the Sanitary Sewer Easement, and the Property, free and clear of all mechanics' and materialman's liens filed by anyone claiming by, through or under the City. If any such lien or claim is filed by anyone claiming by, through or under the City, the City shall, at its sole cost and expense, cause the lien to be released or bonded around in accordance with the Texas Property Code on or before sixty (60) days after it receives written notice of the filing.

- 12. Severability. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

- 13. Waiver of Sovereign Immunity. To the extent permitted by applicable law, but expressly limited to the extent necessary to enforce Owner's claim for specific performance, the City hereby waives its sovereign immunity to which it may be entitled for the purposes of enforcement of City's obligations under this Agreement.

[Signatures on Following Page]

WITNESS the following signatures of the duly authorized representatives of the parties to this Agreement:

OWNER:

BEACON HILL CENTRE, LLC, a Texas limited liability company

By: Masoud E. Najari, Member

STATE OF TEXAS §
 §
COLLIN COUNTY §

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Masoud E. Najari, Member of Beacon Hill Centre, LLC, a Texas limited liability company, on behalf said company.

Notary Public, State of Texas

CITY:

James Fisher, City Manager

STATE OF TEXAS §
 §
COLLIN COUNTY §

The foregoing instrument was acknowledged before me this _____ day of _____ 2014, by James Fisher, City Manager of the City of Murphy, Texas, on behalf of the City.

Notary Public, State of Texas

EXHIBIT A
THE PROPERTY

EXHIBIT B
DEPICTION OF SANITARY SEWER EASEMENT

City Council Meeting
July 1, 2014

Issue

Consider and act upon approval of an ordinance canvassing and declaring the election results of the June 21, 2014 Runoff Election.

Staff Resource / Department

Kristi Gilbert, City Secretary

Summary

The Council will consider an ordinance canvassing the results of the June 21, 2014 Runoff Election.

Action Requested

Motion to approve an ordinance canvassing and declaring the election results of the June 21, 2014 Runoff Election.

Attachments

Ordinance Canvassing Election Results
Collin County Elections Administrator Certification of Results

ORDINANCE NO. 14-07-XXX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, CERTIFYING THE ELECTION RESULTS FOR THE JUNE 21, 2014 RUNOFF ELECTION; DECLARING THE RESULTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council ordered a runoff election to be held on June 21, 2014 for the purpose of electing the Council Member Place 5, to three (3) year term of office, pursuant to the City of Murphy, Texas Home-Rule Charter; and

WHEREAS, only duly qualified resident voters of the City of Murphy, Texas, voted at the runoff election called and held on June 21, 2014; and

WHEREAS, section 67.003 of the Texas Election Code provides that each local canvassing authority shall convene not earlier than the eighth (8th) day or later than the eleventh (11th) day after election day for the purpose of canvassing the election results; and

WHEREAS, section 67.004(a) of the Texas Election Code also provides that only two (2) members of City Council are needed and constitute a quorum for the purpose of canvassing election results; and

WHEREAS, a quorum of the City Council met on Tuesday, June 21, 2014, and duly canvassed the election returns of the above mentioned election, hereby attached as *Exhibit A*.

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

Section 1. The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

Section 2. That the City Council officially finds and determines an election was duly ordered to be held in the City of Murphy, Texas on the 21st day of June, 2014, for the purpose of electing a Council Member Place 5 to three (3) year terms of office and that proper notice of said election was duly given; that proper election officers were duly appointed prior to said election; that said election has been made and delivered; and that the City Council has duly canvassed said returns all in accordance with law.

Section 3. That the City Council officially finds and determines that only qualified resident voters of the City were allowed to vote at said election, and following votes were cast at said general and special elections, and that the canvass of the votes cast in said election and returns thereof, which is attached hereto as *Exhibit A*, were made in accordance with the law.

Section 5. Pursuant to the applicable provisions of the Texas Local Government Code, Texas Election Code, and the City of Murphy, Texas Home-Rule Charter, the City Council officially finds and determines and declares the results of said election to be that <name> is elected **Council Member for Place 5** to a three (3) year term of office by majority vote of the voters.

Section 6. Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7. Repealer Clause. Any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 8. Effective Date. This Ordinance shall be effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, on this the 1st day of July, 2014.

Eric Barna, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

Exhibit A
Canvass Documents

STATE OF TEXAS

§

**CANVASS OF THE
CITY OF MURPHY
RUNOFF ELECTION**

COUNTY OF COLLIN

§

June 21, 2014

I, Sharon Rowe, the undersigned Elections Administrator of Collin County, do hereby certify that I have made an actual check and comparison of all the ballots tabulated as voted with the Return Sheets, and the unused ballots as recorded on the Register of Official Ballots. I, therefore, make the following report of my findings from the June 21, 2014, City of Murphy Runoff Election that was held in Collin County, Texas.

I hereby certify the results to be a full, true and correct tabulation, audit and count of the votes cast in the said election.

WITNESS, my hand on this the 25th day of June 2014.



Sharon Rowe
Sharon Rowe
Elections Administrator
Collin County

Election Summary Report
Murphy City, TX
General Runoff Election
June 21, 2014

Date:06/26/14
Time:11:50:18
Page:1 of 1

Summary For Jurisdiction Wide, All Counters, All Races
Early Voting and Election Day Combined Accumulated Totals

Registered Voters 10803 - Cards Cast 394 3.65%

Num. Report Precinct 4 - Num. Reporting 4 100.00%

Murphy Council Place 5		Total	
Number of Precincts		4	
Precincts Reporting		4	100.0 %
Vote For		1	
Times Counted	394/10803		3.6 %
Total Votes		391	
Times Blank Voted		3	
Times Over Voted		0	
Number Of Under Votes		0	
Bernard Grant		184	47.06%
Sarah Fincanon		207	52.94%

Election Summary Report
Murphy City, TX
General Runoff Election
June 21, 2014

Date:06/26/14

Time:11:47:33

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Summary For Jurisdiction Wide, , All Races
Early Voting Accumulated Totals

Registered Voters 10803 - Cards Cast 272 2.52%

Num. Report Precinct 4 - Num. Reporting 4 100.00%

Murphy Council Place 5		Total	
Number of Precincts		4	
Precincts Reporting		4	100.0 %
Vote For		1	
Times Counted	272/10803		2.5 %
Total Votes		269	
Times Blank Voted		3	
Times Over Voted		0	
Number Of Under Votes		0	
Bernard Grant		127	47.21%
Sarah Fincanon		142	52.79%

Election Summary Report
Murphy City, TX
General Runoff Election
June 21, 2014

Date:06/26/14
Time:11:48:55
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Summary For Jurisdiction Wide, , All Races
Election Day Accumulated Totals

Registered Voters 10803 - Cards Cast 122 1.13%

Num. Report Precinct 4 - Num. Reporting 4 100.00%

Murphy Council Place 5		Total	
Number of Precincts		4	
Precincts Reporting		4	100.0 %
Vote For		1	
Times Counted	122/10803		1.1 %
Total Votes		122	
Times Blank Voted		0	
Times Over Voted		0	
Number Of Under Votes		0	
Bernard Grant		57	46.72%
Sarah Fincanon		65	53.28%

City Council Meeting
July 1, 2014

Issue

Consider and/or act upon nominations and election for Mayor Pro Tem.

Staff Resource / Department

Kristi Gilbert, City Secretary

Summary

1. Mayor Barna will call for nominations for the Mayor Pro Tem.
2. Any council member may make a nomination; however, there is only one nomination per member. A second is **not** required.
3. After nominations are closed, Mayor Barna will call for a vote beginning with the first nomination and will continue until a nomination receives a majority vote.
4. If no nomination receives the majority of votes, then Mayor Barna will reopen the nominations.

City of Murphy Charter:

SECTION 3.05 Mayor, Mayor Pro-Tem and Deputy Mayor Pro-Tem

(1) The Mayor shall attend and preside at meetings of the City Council, and shall be recognized as head of the City government for all ceremonial purposes, and by the Governor for purposes of military law, but shall have no regular administrative duties. The Mayor may participate in the discussion of all matters coming before the City Council and shall have a vote as a member thereof, on legislative or other matters, unless otherwise prohibited by law, and shall have no power to veto.

(2) The Mayor shall also represent the City in intergovernmental relationships, and shall perform other duties specified by the City Council, imposed by this Charter and by ordinances and resolutions passed in pursuance thereof. Additionally, the Mayor, the City Manager, or designee shall sign, after authorization by the City Council, all contracts and conveyances made or entered into by the City and all bonds, warrants and any other obligation issued under the provisions of this Charter, in the manner prescribed in the ordinance or resolution authorizing the signing of any such obligation.

(3) The Mayor Pro-Tem shall be a Council Member elected to be the Mayor Pro-Tem by the City Council at the first meeting of each Council after each election or as soon thereafter as practicable, but not later than the last business day of July in the year that the election was held. The Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights conferred upon the Mayor.

(4) The Deputy Mayor Pro-Tem shall be a Council Member elected to be the Deputy Mayor Pro-Tem by the City Council at the first meeting of each Council after each election or as soon thereafter as practicable, but not later than the last business day of July in the year that the election was held. The Deputy Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and Mayor Pro-Tem, and in this capacity shall have the rights conferred upon the Mayor.

City Council Meeting
July 1, 2014

Issue

Consider and/or act upon nominations for Deputy Mayor Pro Tem.

Staff Resource / Department

Kristi Gilbert, City Secretary

Summary

1. Mayor Barna will call for nominations for the Deputy Mayor Pro Tem.
2. Any council member may make a nomination; however, there is only one nomination per member. A second is not required.
3. After nominations are closed, Mayor Barna will call for a vote beginning with the first nomination and will continue until a nomination receives a majority vote.
4. If no nomination receives the majority of votes, then Mayor Barna will reopen the nominations.

City of Murphy Charter:

SECTION 3.05 Mayor, Mayor Pro-Tem and Deputy Mayor Pro-Tem

(1) The Mayor shall attend and preside at meetings of the City Council, and shall be recognized as head of the City government for all ceremonial purposes, and by the Governor for purposes of military law, but shall have no regular administrative duties. The Mayor may participate in the discussion of all matters coming before the City Council and shall have a vote as a member thereof, on legislative or other matters, unless otherwise prohibited by law, and shall have no power to veto.

(2) The Mayor shall also represent the City in intergovernmental relationships, and shall perform other duties specified by the City Council, imposed by this Charter and by ordinances and resolutions passed in pursuance thereof. Additionally, the Mayor, the City Manager, or designee shall sign, after authorization by the City Council, all contracts and conveyances made or entered into by the City and all bonds, warrants and any other obligation issued under the provisions of this Charter, in the manner prescribed in the ordinance or resolution authorizing the signing of any such obligation.

(3) The Mayor Pro-Tem shall be a Council Member elected to be the Mayor Pro-Tem by the City Council at the first meeting of each Council after each election or as soon thereafter as practicable, but not later than the last business day of July in the year that the election was held. The Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights conferred upon the Mayor.

(4) The Deputy Mayor Pro-Tem shall be a Council Member elected to be the Deputy Mayor Pro-Tem by the City Council at the first meeting of each Council after each election or as soon thereafter as practicable, but not later than the last business day of July in the year that the election was held. The Deputy Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and Mayor Pro-Tem, and in this capacity shall have the rights conferred upon the Mayor.