

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
OCTOBER 18, 2016 AT 6:00 PM
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094



Eric Barna
Mayor

Scott Bradley
Mayor Pro Tem

Owais Siddiqui
Deputy Mayor Pro Tem

Jennifer Berthiaume
Councilmember

Betty Spraggins
Councilmember

Sarah Fincanon
Councilmember

Don Reilly
Councilmember

Mike Castro
City Manager

Susie Quinn
City Secretary

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 October 18, 2016 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/RECOGNITIONS

A. Presentation of financial report and investment report as of September 30, 2016.

6. INDIVIDUAL CONSIDERATION

A. Consider and/or act to approve the October 4, 2016 Regular Council meeting minutes. *Susie Quinn, City Secretary*

B. Hold a public hearing and consider and/or act on the application of Dowdey, Anderson & Associates, Inc. requesting approval of a commercial re-plat. The property is located on 3.549 acres, having the legal description of Lot 2 Block A of the Heritage Addition. This property is located on W. FM544 adjacent to the property located on Shelby Trace. *Kelly Carpenter, Interim Community and Development Director*

C. Hold a public hearing and consider and/or act on the application of Dowdey, Anderson & Associates, Inc. requesting approval of a residential re-plat. The property is located on .478 acres, having the legal description of Windy Hill Farms #3 (CMR), BLK I, Lot 1. This property is located on Shelby Trace. *Kelly Carpenter, Interim Community and Development Director*

D. Consider and/or act on the application of Claymoore Engineering, requesting approval of a site plan, landscape plan, building elevations and construction plat for Murphy Professional Centre on a property located on approximately 1.5 acres on Brand Road just south of FM 544 to build a 10,500 square foot medical office building. *Kelly Carpenter, Interim Community and Development Director*

E. Consider and/or act upon the approval of Resolution Number 16-R-843 to renew the Ambulance Billing Service Agreement between Emergicon, LLC, and the City of Murphy. *Ed Henderson, Interim Fire Chief*

- F. Consider and/ or act on Resolution Number 16-R-844 to approve the establishing of a new Capital Projects Advisory Committee. *Susie Quinn, City Secretary*
- G. Consider and/ or act on the extension of Sanitary Sewer Service to property located at 1101 N. Murphy Road, aka, the Chalkley Tract. *Mike Castro City Manager*
- H. Discussion regarding updating the Governance Policy. *Susie Quinn, City Secretary*

7. CITY MANAGER/STAFF REPORTS

- A. Radio Systems
- B. Update on Maize Days
- C. Sidewalk Rehabilitation Program
- D. South Maxwell Creek Sewer Line
- E. North Murphy Road
- F. Betsy Lane
- G. Safe Routes to School
- H. Upcoming Events

8. ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on October 14, 2016 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.


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
REGULAR CITY COUNCIL MEETING
OCTOBER 4, 2016 AT 6:00 PM

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. ROLL CALL & CERTIFICATION OF A QUORUM

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

Mayor Eric Barna
Mayor Pro Tem Scott Bradley
Deputy Mayor Pro Tem Owais Siddiqui
Councilmember Betty Nichols Spraggins
Councilmember Sarah Fincanon
Councilmember Don Reilly

Absent:

Councilmember Jennifer Berthiaume

4. PRESENTATIONS

A. Proclamation for Fire Prevention Week.

Mayor Barna recognized October 9th through October 15, 2016 as Fire Prevention Week presenting a proclamation to Interim Chief Ed Henderson, Driver Joe Flowers and Firefighter Rian Weems.

B. Proclamation for National Night Out.

Councilmember Sarah Fincanon recognized Tuesday, October 4, 2016 as National Night Out presenting a proclamation to Chief Trey Cotten. Chief Cotten encouraged everyone to attend their neighborhood National Night Out parties.

C. Presentation from First Southwest regarding Preliminary Bond Election Information.

City Manager Mike Castro addressed Council that the presentation was in response to Council's inquiry into what eight (\$0.8) cents represents in dollars for the upcoming bond election. Staff met with the financial advisor, First Southwest, and developed several scenarios. Mike Castro introduced Jason Hughes with First Southwest.

Jason Hughes shared with Council a summary of current debt and that the City has an AA credit rating by S&P standard, the third highest credit rating recognized. A five slide presentation highlighted a summary of planning assumptions with the bond election being held in November 2017. The scenarios presented ranges from four (\$0.04) cents to ten (\$0.10) cents with regards to the debt capacity and tax rate impacting cents and/or debt.

5. PUBLIC COMMENTS

No Public Comments were presented.

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 to approve the September 20, 2016 Regular Council meeting minutes.
- B. Consider and/or act upon the 2017 City of Murphy Holiday Schedule.

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

APPROVED

Mayor Pro Tem Bradley moved to approve the consent agenda items 6.A. through 6.B. as presented. Deputy Mayor Pro Tem Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6-0. Councilmember Berthiaume was absent.

7. INDIVIDUAL CONSIDERATION

- A. Consider and/ or act on the application of Pogue Engineering, a division of Westwood, requesting approval of a site plan, landscape plan, building elevations and construction plat for Smiles at Murphy on property located on West FM 544, just west of Heritage Parkway to build a 7,820 square foot building for medical offices uses.

Interim Director of Economic and Community Development Kelly Carpenter presented to Council the proposed site plan, landscape, building elevations and construction plat which were reviewed by staff and meets the requirements as set forth by the Planned Development guidelines. Easement approval will be required to be secured prior to a Pre-Construction meeting being scheduled.

COUNCIL ACTION (7.A.):

APPROVED

Mayor Pro Tem Bradley moved to approve the application of Pogue Engineering, a division of Westwood, requesting approval of a site plan, landscape plan, building elevations and construction plat for Smiles at Murphy on property located on West FM 544, just west of Heritage Parkway to build a 7,820 square foot building for medical offices uses. Deputy Mayor Pro Tem Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6-0. Councilmember Berthiaume was absent.

- B. Hold a public hearing and consider and/or act on the application by Syed Hussain, President of First Crescent Enterprises, LLC, for owner Lisa Roberts, for a rezoning from Single Family 20 (SF-20) to Single Family 9 (SF-9) with a Planned Development (PD), which is the next item on the agenda.

Interim Director of Economic and Community Development Kelly Carpenter explained to Council why two separate items are being presented regarding the same property. In November 2014, which overlays SF-20 with the minimum lot size is affected. She presented to Council the intent of

the rezoning is to develop 24 to 33 lots in sizes ranging from 8,401 square feet to over 12,524 square feet with an average lot size of 9,249 square feet. The surrounding uses include the following: North – residential (SF-20), South – residential (SF-20), East – residential (SF-20) and West – Murphy Road (State Highway 2551). The current Comprehensive Plan Future land use map designates this property as Neighborhood Services land use. This item was approved by a vote of 4 (in favor) to 3 (in opposition) at the September 26, 2016 Planning and Zoning Commission meeting. This item is directly related to the following item (7.C.), which requests approval of a zoning change from SF-9 to Planned Development, Item 7.C. cannot be approved if this item is not approved. Staff recommends the rezoning from SF-20 to SF-9 with a Planned Development. Council inquired to the drainage easement, which will be presented when the construction plat, site plan, landscaping and building elevation plans are presented to Council.

PUBLIC HEARING OPENED at 7:13pm

James Permenter, Resident – In Favor

Mary Pat Elledge, Resident – In Favor

Naim Khan, Civil Engineer for Oasis Springs Manor – In Favor

John Nohrenberg, Deacon at the First Baptist Church Murphy - Opposed

PUBLIC HEARING CLOSED at 7:25pm

COUNCIL ACTION (7.B.):

APPROVED

Mayor Pro Tem Bradley moved to approve the application by Syed Hussain, President of First Crescent Enterprises, LLC, for owner Lisa Roberts, for a rezoning from Single Family 20 (SF-20) to Single Family 9 (SF-9) with a Planned Development (PD) and to reduce the number of lots in Block B from 14 to 12. Deputy Mayor Pro Tem Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6-0. Councilmember Berthiaume was absent.

- C. Hold a public hearing and consider and/or act on the application by Syed Hussain, President of First Crescent Enterprises, LLC, for owner Lisa Roberts, to request approval of Ordinance Number 16-10-1023 for a zoning change from SF9 to a Planned Development located on 10.351 acres, having the legal description of Murphy Manors (CMR), Lot 2.

Interim Director of Economic and Community Development Kelly Carpenter presented to Council the intent of this rezoning is to develop 24 to 33 lots in sizes ranging from 8,401 square feet to over 12,524 square feet with an average lot size of 9,249 square feet. The surrounding uses include the following: North – residential (SF-20), South – residential (SF-20), East – residential (SF-20) and West – Murphy Road (State Highway 2551). The current Comprehensive Plan Future land use map designates this property as Neighborhood Services land use. This item was approved by a vote of 4 (in favor) to 3 (in opposition) at the September 26, 2016 Planning and Zoning Commission meeting. This item relates to Agenda Item 7.B. which was approved.

PUBLIC HEARING OPENED at 7:29 pm

PUBLIC HEARING CLOSED at 7:29 pm

COUNCIL ACTION (7.C.):

APPROVED

Mayor Pro Tem Bradley moved to approve the application by Syed Hussain, President of First Crescent Enterprises, LLC, for owner Lisa Roberts, to request approval of Ordinance Number 16-10-1023 for a zoning change from SF9 to a Planned Development located on 10.351 acres, having the legal description of Murphy Manors (CMR), Lot 2 and to reduce the number of lots in Block B from 14 to 12. Deputy Mayor Pro Tem Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6-0. Councilmember Berthiaume was absent.

- D. Consider and/or act upon the December 2016 City Council meeting.

COUNCIL ACTION (7.D.):

APPROVED

Mayor Pro Tem Bradley moved to approve the adjustment of the City Council Meeting schedule for December 2016 limiting Council Meeting to one (1) date that will occur on the first Tuesday of the month. Deputy Mayor Pro Tem Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6-0. Councilmember Berthiaume was absent.

- E. Consider and/or act upon filling a vacancy on the Ethics Review Commission.

COUNCIL ACTION (7.E.):

APPROVED

Mayor Pro Tem Bradley moved to approve naming Barbara Harless to the Ethics Review Commission for the remainder of her original term to end December 31, 2017. Deputy Mayor Pro Tem Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6-0. Councilmember Berthiaume was absent.

- F. Consider and/or act upon an interview panel regarding the consideration of candidates for service on the Animal Shelter Advisory Committee, Board of Adjustment, Building and Fire Code Appeals Board, Community Development Board, Ethics Review Commission, Murphy Municipal Development District Board, Park and Recreation Board, Planning and Zoning Commission.

Through consensus, Council agreed to have two interview committees. On the Capital Projects Advisory Committee and Ethics Review Commission, the interviewing panel will be Mayor Pro Tem Scott Bradley, Deputy Mayor Pro Tem Owais Siddiqui and Councilmember Jennifer Berthiaume. On the interviewing committee for all the other boards and commissions will be Councilmember Betty Spraggins, Councilmember Sarah Fincanon and Councilmember Don Reilly.

COUNCIL ACTION (7.F.):

NO ACTION

- G. Discussion regarding the timeline for the Capital Projects Advisory Committee.

City Manager Mike Castro presented the Capital Projects Advisory Committee proposed timeline. November 15th will be the committee appointments. Committee members would begin meeting December 8, 2016 through May 4, 2017 and meet twice monthly. Final ballot language must be provided to the City Secretary no later than August 15, 2017. A 50% progress update from the committee to Council is scheduled to take place on March 21, 2017. Council requested that the

January Council Retreat be included into the proposed timeline and at that time provide guidelines, references and/or opinions that would be formally passed onto the Committee. First meeting in December to be joint meeting between Council and Capital Projects Advisory Committee to begin discussions on creating a strategy to build a five (5) year plan.

COUNCIL ACTION (7.G.):

NO ACTION

- H. Consideration and/or act on a request for funding from the Municipal Development District for drainage and parking improvements at Murphy Village 3. This item may be discussed in executive session before action is taken.

Item will be moved to a future meeting.

COUNCIL ACTION (7.H.):

NO ACTION

8. CITY MANAGER / STAFF REPORTS

- A. Radio Systems – The radios will be used in dispatch, so Chief Cotton updated Council regarding the air conditioner installation is almost complete, it should finish tomorrow. Finalization of the painting is to be completed and awaiting the arrival of furniture. Once the project is complete, Council requested a walkthrough of the project. Chief Cotten ensured that a walkthrough will be scheduled prior to a city council meeting.
- B. Sidewalk Rehabilitation Program – Contractor will complete work at the Aviary subdivision and will then move onto Maxwell Creek subdivision next week. Three (3) subdivisions should be completed expending FY16 budgeted funds. Six (6) subdivisions remain.
- C. South Maxwell Creek Sewer Line – Contractor continues to work on the south end, have approximately 2500 feet of linear pipeline remaining to install and is approximately 80% complete. City staff is working with the contractor to ensure that resident’s properties are cleaned up.
- D. North Murphy Road – The light pedestal for the Rolling Ridge entrance has been installed, the light fixture is on order. The City has completed a signage plan internally and will be submitting formally to TxDOT for their approval.
- E. Betsy Lane – Contractor substantially completed the punch list. City staff met with contractor recently to discuss vegetation, but the outcome of the meeting isn’t currently available so Council will be updated at the next meeting.
- F. Safe Routes to School – The lettering has been received, waiting for the contractor to install the lettering. The City of Murphy plaques may be delayed as the contractor has requested the designs for the City logo. Items remaining are side walk and monument cap work. There is a

Memorandum of Understanding between the City, TxDOT, the Surety Company and the contractor that discusses the close out of this project. The memorandum is still circulating awaiting agreement from the contractor to sign off, once complete the city can proceed forward with final payment. Again, the two items that remain will be the sidewalk and cap work to be finished out.

G. Regulatory Updates

- Texas Commission on Environmental Quality (TCEQ) – Agreed Order, the city’s assessment for failure to report MS4 data. The \$6,600 check was mailed on September 20, 2016. The City also mailed the response to the agreed order to Texas Commission on Environmental Quality (TCEQ). Awaiting Texas Commission on Environmental Quality (TCEQ) acceptance of the receipt of order and plan of action.
- Sanitary Sewer Overflow (SSO) – Texas Commission on Environmental Quality (TCEQ) received the City’s plan on August 10, 2016. The Regional office accepted the plan on September 15, 2016, forwarded onto Austin and awaiting approval from Texas Commission on Environmental Quality (TCEQ).
- Copper & Lead Monitoring – all violations has been resolved with no fines. The city will need to increase their reporting and will be reporting annually instead of every three (3) years. At a future time, the City can request from Texas Commission on Environmental Quality (TCEQ) to resume reporting every three (3) years. The future reports will all have to have positive results in order for them to change from annual to every three (3) years.

H. Upcoming events

- Fall Community Clean & Green Cleanup – October 8, 2016 from 9 am until Noon
- Fire – Open House – October 15, 2016 from 10 am until 2 pm
- Fall Drug Take Back – October 22, 2016 from 10 am until 2 pm
- Arbor Day – November 5, 2016 from 9 am until 11 am
- Christmas in the Park – December 1, 2016 5 pm until 8pm. (Council requested discussing relocating the Christmas tree to the pond area instead of the rear of the building).

Items for Staff to bring to future Council meetings:

- Recap of Maize Days - lessons learned, vendors, food trucks and bus service counts back to the parking lot. A need for a sidewalk that connects to Murphy Road.
- Research tiny libraries

9. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council **DID NOT** recess into Executive Session (closed meeting) to discuss the following:

- 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 government 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

Because the City Council **DID NOT** convene into Executive Session, they did not 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 government 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. Take Action on any Executive Session Items.

11. ADJOURNMENT

With no further business, the Council meeting adjourned at 7:58 pm.

APPROVED BY:

Eric Barna, Mayor

ATTEST:

Susie Quinn, City Secretary

City Council
October 18, 2016

Issue

Hold a public hearing and consider and/or act on the application of Dowdey, Anderson & Associates, Inc. requesting approval of a commercial re-plat. The property is located on 3.549 acres, having the legal description of Lot 2 Block A of the Heritage Addition. This property is located on W. FM544 adjacent to the property located on Shelby Trace.

Staff Resource/Department

Kelly Carpenter, AICP, Interim Director of Economic and Community Development
Tina Stelnicki, Community Development Coordinator

Summary

This property is being re-platted because as part of the agreement to develop this property, Baylor Emergency Medical Center made an agreement with the adjacent property owner. The city was not part of this agreement. This item is directly related to the re-plat of the residential property located on Shelby Trace, item 7C. One cannot be approved without approval of the other.

This item was approved unanimously by the Planning and Zoning Commission at the September 26, 2016 meeting.

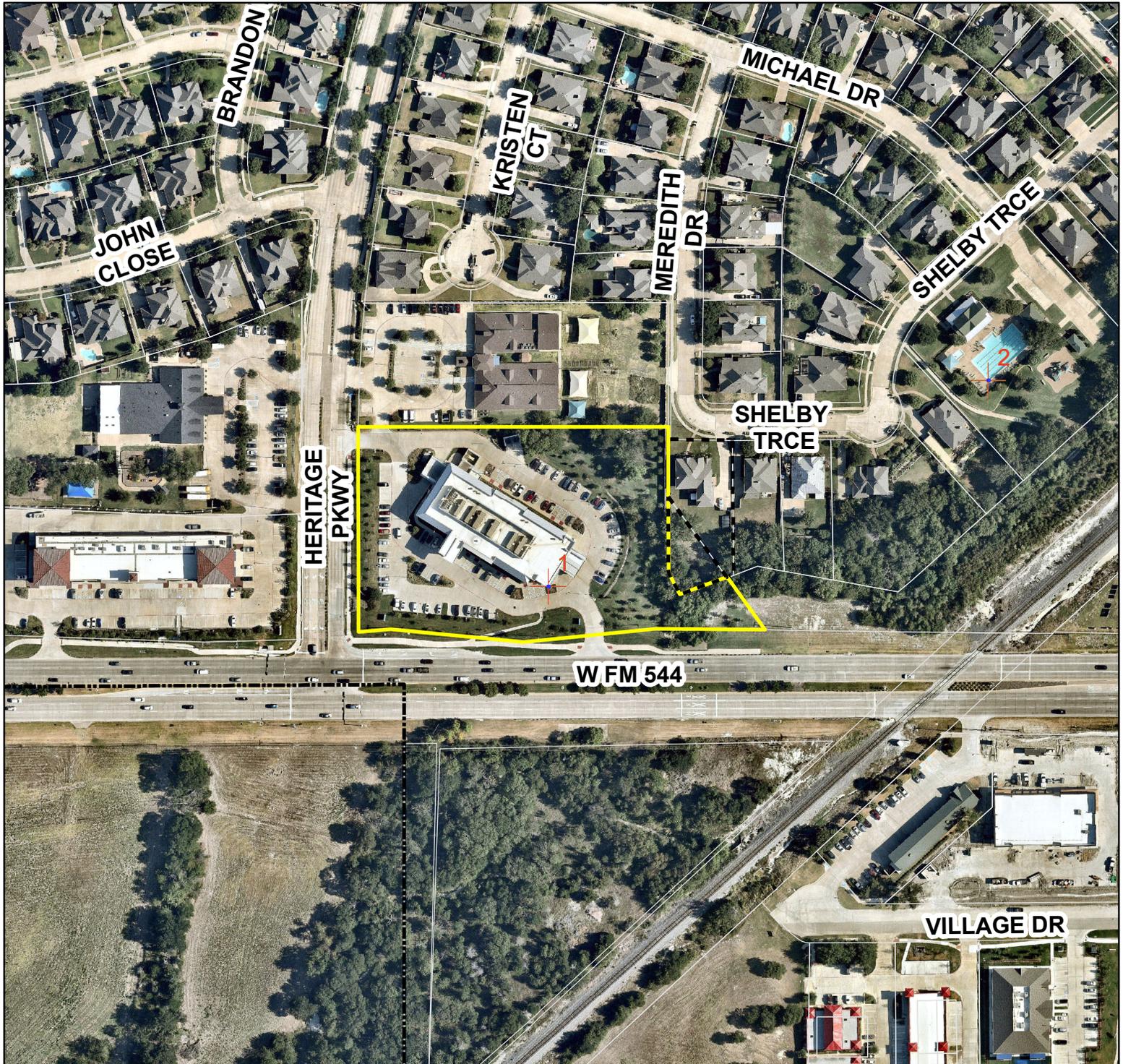
Staff Recommendation

Recommend approval as long as Item 6.C. is approved.

Attachments

- 1) Aerial site map
- 2) Re-plat document

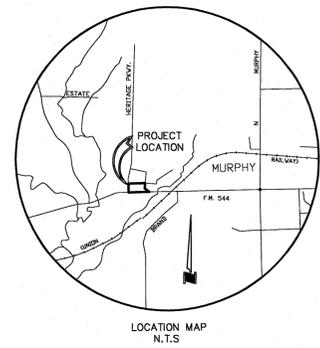
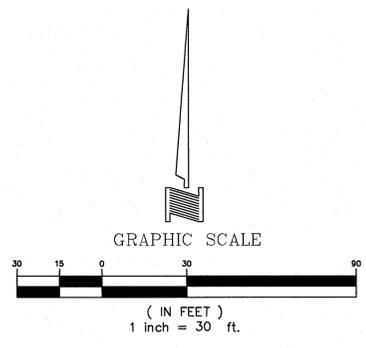
Baylor Emergency Medical Center Property



Data Sources:
Parcels - Collin County Appraisal District
Aerial Photography - August 2016

0 250 500 Feet
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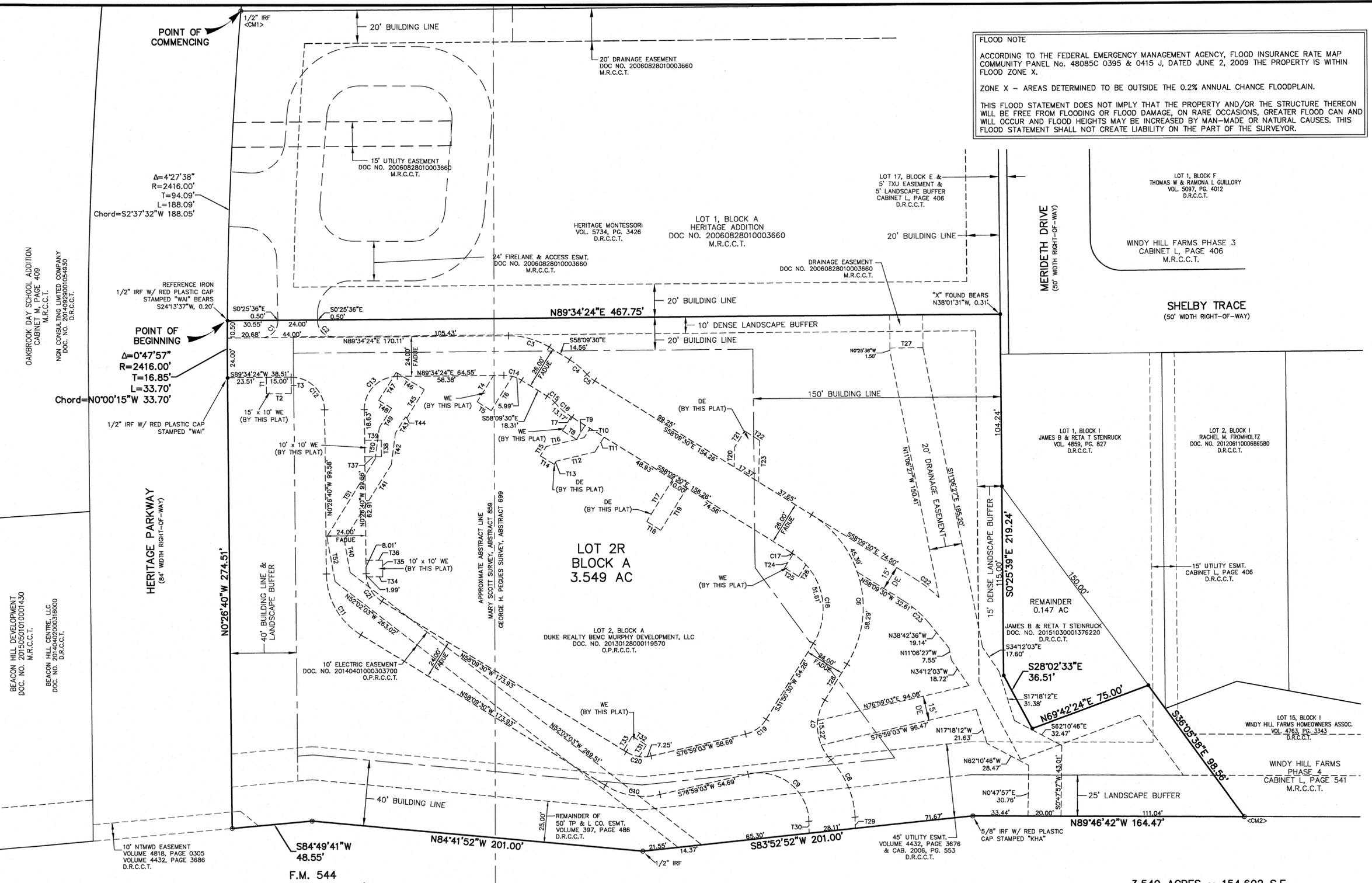


FLOOD NOTE
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48085C 0395 & 0415 J, DATED JUNE 2, 2009 THE PROPERTY IS WITHIN FLOOD ZONE X.
 ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS, GREATER FLOOD CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTES:
 1. BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983.
 2. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS DESCRIPTION, WITHOUT A REPLAT BEING APPROVED BY THE CITY OF MURPHY, IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

ACCESS EASEMENTS
 THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENTS MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES TO THE CITY OF MURPHY, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

FIRE LANES
 THAT THE UNDERSIGNED DOES HERBY COVENANT AND AGREE THAT HE (THEY) SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AND SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF MURPHY'S PAVING STANDARDS FOR FIRE LANES, AND THAT HE (THEY) SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG EACH FIRE LANES, STATING "FIRE LANE, NO PARKING OR STANDING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENTS AND EMERGENCY USE.



LINE	BEARING	LENGTH
T1	S0°25'36"E	10.00'
T2	N89°34'24"E	15.00'
T3	S0°25'36"E	10.00'
T4	S31°50'30"W	18.88'
T5	S58°09'30"E	10.00'
T6	N31°50'30"E	24.38'
T7	S31°50'30"W	10.00'
T8	S58°09'30"E	10.00'
T9	N31°50'30"E	10.00'
T10	N31°50'30"E	6.56'
T11	N31°50'30"E	10.71'
T12	N76°50'30"E	23.99'
T13	N31°50'21"E	2.33'
T14	N58°09'30"W	9.87'
T15	N31°50'30"E	6.61'

LINE	BEARING	LENGTH
T16	N76°50'30"E	23.80'
T17	N31°49'46"E	30.00'
T18	N58°09'30"W	10.00'
T19	N31°49'46"E	30.00'
T20	N1°34'59"E	12.08'
T21	N31°50'30"E	11.37'
T22	S58°09'30"E	10.73'
T23	S1°34'59"W	25.24'
T24	S31°50'30"W	10.00'
T25	S58°09'30"E	10.00'
T26	N31°50'30"E	8.45'
T27	N89°34'24"E	20.00'
T28	S31°50'30"W	25.52'
T29	S1°04'45"E	6.85'
T30	N0°57'29"W	7.27'

LINE	BEARING	LENGTH
T31	N31°50'30"E	8.26'
T32	N58°09'30"W	10.00'
T33	S31°50'30"W	10.00'
T34	N89°33'20"E	9.90'
T35	N0°26'40"W	10.00'
T36	S89°33'20"W	10.00'
T37	N89°33'20"E	10.00'
T38	N0°26'40"W	10.00'
T39	S89°33'20"W	10.00'
T40	S1°05'46"E	20.05'
T41	S31°50'30"E	53.99'
T42	S7°26'48"W	19.00'
T43	S31°50'30"W	11.75'
T44	N58°09'30"W	1.00'
T45	S31°50'30"W	20.00'

LINE	BEARING	LENGTH
T46	S58°09'30"E	20.00'
T47	N31°50'30"E	20.00'
T48	N58°09'30"W	9.00'
T49	N31°50'30"E	13.91'
T50	N7°26'48"E	19.00'
T51	N31°50'30"E	55.66'
T52	N10°05'46"W	27.72'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	90°00'00"	10.00'	10.00'	15.71'	N44°34'24"E 14.14'
C2	90°00'00"	10.00'	10.00'	15.71'	S45°25'36"E 14.14'
C3	32°16'06"	46.00'	13.31'	25.91'	S74°17'33"E 25.57'
C4	17°14'35"	46.00'	6.97'	13.84'	S49°32'13"E 13.79'
C5	17°14'35"	20.00'	3.03'	6.02'	S49°32'13"E 6.00'
C6	90°00'00"	66.00'	66.00'	103.67'	S13°09'30"E 93.34'
C7	75°00'02"	30.00'	23.02'	39.27'	S5°39'31"E 36.53'
C8	40°52'28"	54.00'	20.12'	38.52'	S22°43'18"E 37.71'
C9	102°03'28"	30.00'	37.09'	53.44'	N51°59'13"W 46.65'
C10	44°51'27"	44.00'	18.16'	34.45'	N80°35'14"W 33.57'
C11	57°42'50"	44.00'	24.25'	44.32'	N29°18'05"W 42.47'
C12	89°58'57"	20.00'	19.99'	31.41'	N45°26'08"W 28.28'
C13	90°01'03"	20.00'	20.01'	31.42'	N44°33'52"E 28.29'
C14	32°16'06"	20.00'	5.79'	11.26'	S74°17'33"E 11.12'
C15	17°14'35"	20.00'	3.03'	6.02'	S49°32'13"E 6.00'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C16	17°14'35"	46.00'	6.97'	13.84'	S49°32'13"E 13.79'
C17	1°32'08"	40.00'	0.54'	1.07'	S57°23'26"E 1.07'
C18	90°00'00"	40.00'	40.00'	62.83'	S13°09'30"E 56.57'
C19	45°08'33"	20.00'	8.31'	15.78'	S54°24'46"W 15.35'
C20	44°51'27"	20.00'	8.26'	15.66'	N80°35'14"W 15.26'
C21	57°42'50"	20.00'	11.02'	20.15'	N29°18'05"W 19.30'
C22	13°03'30"	77.50'	8.87'	17.66'	S51°37'45"E 17.62'
C23	19°26'54"	62.50'	10.71'	21.21'	N48°26'03"W 21.11'

LEGEND
 FADUE = FIRELANE, PUBLIC ACCESS, DRAINAGE & UTILITY EASEMENT
 SSE = SANITARY SEWER EASEMENT
 DE = DRAINAGE EASEMENT
 WE = WATER EASEMENT
 O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
 D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
 M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
 DOC NO. = DOCUMENT NUMBER
 IRF = IRON ROD FOUND
 IPF = IRON PIPE FOUND
 ● = 1/2" IRON ROD FOUND W/ RED PLASTIC CAP STAMPED "WAI" (UNLESS NOTED OTHERWISE)
 ● = 1/2" IRON ROD FOUND W/ YELLOW CAP STAMPED "DAA" (UNLESS NOTED OTHERWISE)

3.549 ACRES ~ 154,602 S.F.
 BEING A REPLAT OF
 LOT 2, BLOCK A OF THE HERITAGE ADDITION INTO
 LOT 2R, BLOCK A
BAYLOR EMERGENCY MEDICAL CENTER

AN ADDITION TO THE CITY OF MURPHY
 GEORGE H. PEGUES SURVEY, ABSTRACT NO. 699
 MARY SCOTT SURVEY, ABSTRACT NO. 859
 COLLIN COUNTY, TEXAS
 FEBRUARY 08, 2016 SCALE: 1" = 30'
 OWNER
DUKE REALTY BEMC MURPHY DEVELOPMENT, LLC
 14241 DALLAS PARKWAY, SUITE 1000
 DALLAS, TEXAS 75254
 ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
 5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
 STATE REGISTRATION NUMBER: F-399
 SURVEY FIRM REGISTRATION NUMBER: 10077800

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, DUKE REALTY BEMC MURPHY DEVELOPMENT, LLC, AN INDIANA LIMITED LIABILITY COMPANY, being the owner of a tract of land situated in the GEORGE H. PEGUES SURVEY, ABSTRACT NO. 699 and the MARY SCOTT SURVEY, ABSTRACT NO. 859, City of Murphy, Collin County, Texas and being part of Lot 2, Block A of HERITAGE ADDITION, an Addition to the City of Murphy, Collin County, Texas according to the Plat thereof recorded in Book 2006, Page 553 (Document No. 20060828010003660), Map Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the east line of Heritage Parkway, an 84 foot right-of-way, being the southwest corner of Lot 1, Block A of said Addition, being common with the northwest corner of said Lot 2, from which a 1/2 inch iron rod with red plastic cap stamped "WAI" found bears South 24 degrees 13 minutes 37 seconds West, 0.20 feet;

THENCE North 89 degrees 34 minutes 24 seconds East, leaving said east line and said common corner, a distance of 467.75 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the west line of Lot 17, Block E of WINDY HILL FARMS PHASE 3, an Addition to the City of Murphy, Collin County, Texas, according to the Plat filed of record in Cabinet L, Page 406, Map Records, Collin County, Texas, being the southeast corner of said Lot 1, being common with the northeast corner of said Lot 2, from which an "X" found in concrete bears North 38 degrees 01 minutes 31 seconds West, 0.31 feet;

THENCE South 00 degrees 25 minutes 39 seconds East, leaving said common corner, a distance of 219.24 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the southwest corner of that tract of land conveyed to James B. and Reta T. Steirnuck, according to the document filed of record in Document Number 20151030001376220, Deed Records, Collin County, Texas, being common with an interior ell corner of said Lot 2;

THENCE South 28 degrees 02 minutes 33 seconds East, leaving said common corner, a distance of 36.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the south corner of said Steirnuck tract, being common with an interior ell corner of said Lot 2;

THENCE North 69 degrees 42 minutes 24 seconds East, leaving said common corner, a distance of 75.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the southwest line of that tract of land conveyed to James B. and Reta T. Steirnuck, according to the document filed of record in Volume 4859, Page 827, Deed Records, Collin County, Texas, being the southeast corner of said Steirnuck tract recorded in Document Number 20151030001376220, being common with the most easterly northeast corner of said Lot 2;

THENCE South 36 degrees 05 minutes 38 seconds East, leaving said common corner, a distance of 98.56 feet to a 1/2 inch iron rod with a red plastic cap stamped "WAI" found in the north line of Farm to Market Road No. 544, a variable width right-of-way, being the southwest corner of Lot 15, Block I of WINDY HILLS FARMS PHASE 4, an Addition to the City of Murphy, Collin County, Texas, according to the Plat filed of record in Cabinet L, Page 541, Map Records, Collin County, Texas, being common with the southeast corner of said Lot 2;

THENCE Leaving said common corner, with said north line, the following four (4) courses and distances:

North 89 degrees 46 minutes 42 seconds West, a distance of 164.47 feet to a 5/8 inch iron rod with a red plastic cap stamped "KHA" found for corner;

South 83 degrees 52 minutes 52 seconds West, a distance of 201.00 feet to a 1/2 inch iron rod found for corner;

North 84 degrees 41 minutes 52 seconds West, a distance of 201.00 feet to a 1/2 inch iron rod with a red plastic cap stamped "WAI" found for corner;

South 84 degrees 49 minutes 41 seconds West, a distance of 48.55 feet to a 1/2 inch iron rod with a red plastic cap stamped "WAI" found for the intersection of said north line with the above mentioned east line of Heritage Parkway;

THENCE North 00 degrees 26 minutes 40 seconds West, leaving said north line and with said east line, a distance of 274.51 feet to a 1/2 inch iron rod with a red plastic cap stamped "WAI" found for corner at the beginning of a curve to the right having a central angle of 00 degrees 47 minutes 57 seconds, a radius of 2,416.00 feet and a chord bearing and distance of North 00 degrees 00 minutes 15 seconds West;

THENCE With said east line and said curve to the right, an arc distance of 33.70 feet to the POINT OF BEGINNING and containing 3.549 acres of land, more or less.

DEDICATION STATEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

That DUKE REALTY BEMC MURPHY DEVELOPMENT, LLC, acting herein by and through its duly-authorized officers, do hereby adopt this plat designating the herein above-described property as BAYLOR EMERGENCY MEDICAL CENTER, an addition the City of Murphy, Texas, and do hereby dedicate, in fee simple, to the public use forever, the streets, alleys, and public use areas shown hereon and do hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances, except as shown herein. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Murphy's use thereof. The City of Murphy and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements and the City of Murphy or any public utility shall at all times have the right of ingress and egress to and from any upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. DUKE REALTY BEMC MURPHY DEVELOPMENT, LLC, does hereby bind themselves, their successor and assigns to forever warrant and defend, all and singular, the above-described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Murphy.

WITNESS MY HAND THIS _____ DAY OF _____, 2016.

DUKE REALTY BEMC MURPHY DEVELOPMENT, LLC
An Indiana limited liability company

By: Duke Realty Limited partnership
an Indiana limited partnership, its sole member

By: Duke Realty Corporation
an Indiana corporation, its general partner

By: Richard J Couturier, SVP

NOTARY CERTIFICATE

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared Richard J Couturier, the duly authorized Senior Vice President, of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, the sole member of DUKE REALTY BEMC MURPHY DEVELOPMENT LLC, an Indiana limited liability company. Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Signature

SURVEYOR CERTIFICATE

STATE OF TEXAS

I, SEAN PATTON, a Registered Public Surveyor, hereby certify that I have prepared this plat from an actual on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Murphy, Texas.

Sean Patton
Registered Professional Land Surveyor
No. 5660

NOTARY CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared Sean Patton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Signature

CITY SIGNATURE BLOCK

On the ____ day of _____, 2016, this plat was duly approved by the Planning and Zoning Commission of the City of Murphy.

Signed: _____
Chairman
Planning and Zoning Commission

Attest: _____
City Secretary

Signed: _____
Planning Department

ACCESS EASEMENTS

THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENTS MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES TO THE CITY OF MURPHY, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

FIRE LANES

THAT THE UNDERSIGNED DOES HERBY COVENANT AND AGREE THAT HE (THEY) SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AND SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF MURPHY'S PAVING STANDARDS FOR FIRE LANES, AND THAT HE (THEY) SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IN THE RESPONSIBILITY OF THE OWNER AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG EACH FIRE LANES, STATING "FIRE LANE, NO PARKING OR STANDING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENTS AND EMERGENCY USE.

3,549 ACRES ~ 154,602 S.F.
BEING A REPLAT OF
LOT 2, BLOCK A OF THE HERITAGE ADDITION INTO
LOT 2R, BLOCK A
BAYLOR EMERGENCY MEDICAL CENTER
AN ADDITION TO THE CITY OF MURPHY
GEORGE H. PEGUES SURVEY, ABSTRACT NO. 699
MARY SCOTT SURVEY, ABSTRACT NO. 859
COLLIN COUNTY, TEXAS
FEBRUARY 08, 2016 SCALE: 1" = 30'
OWNER
DUKE REALTY BEMC MURPHY DEVELOPMENT, LLC
14241 DALLAS PARKWAY, SUITE 1000
DALLAS, TEXAS 75254
ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

City Council
October 18, 2016

Issue

Hold a public hearing and consider and/or act on the application of Dowdey, Anderson & Associates, Inc. requesting approval of a residential re-plat. The property is located on .478 acres, having the legal description of Windy Hill Farms #3 (CMR), BLK I, Lot 1. This property is located on Shelby Trace.

Staff Resource/Department

Kelly Carpenter, AICP, Interim Director of Economic and Community Development Tina Stelnicki, Community Development Coordinator

Summary

State Law requires that when property lines are changed or lot sizes changed in a residential subdivision, then a public hearing must be held for owners of lots in the residential subdivision within 200 feet of this project. In this case, property is being added to a residential lot located at 430 Shelby Trace.

This item is directly related to the re-plat of the Baylor Emergency Medical Center, Item 7B. One cannot be approved without approval of the other.

A public hearing notification for this zoning change request was published in the newspaper and notification was mailed to the property owners within the required 200 feet notification radius. To date (10/12/2016) no reply forms have been received.

This item was approved unanimously by the Planning and Zoning Commission at the September 26, 2016 meeting.

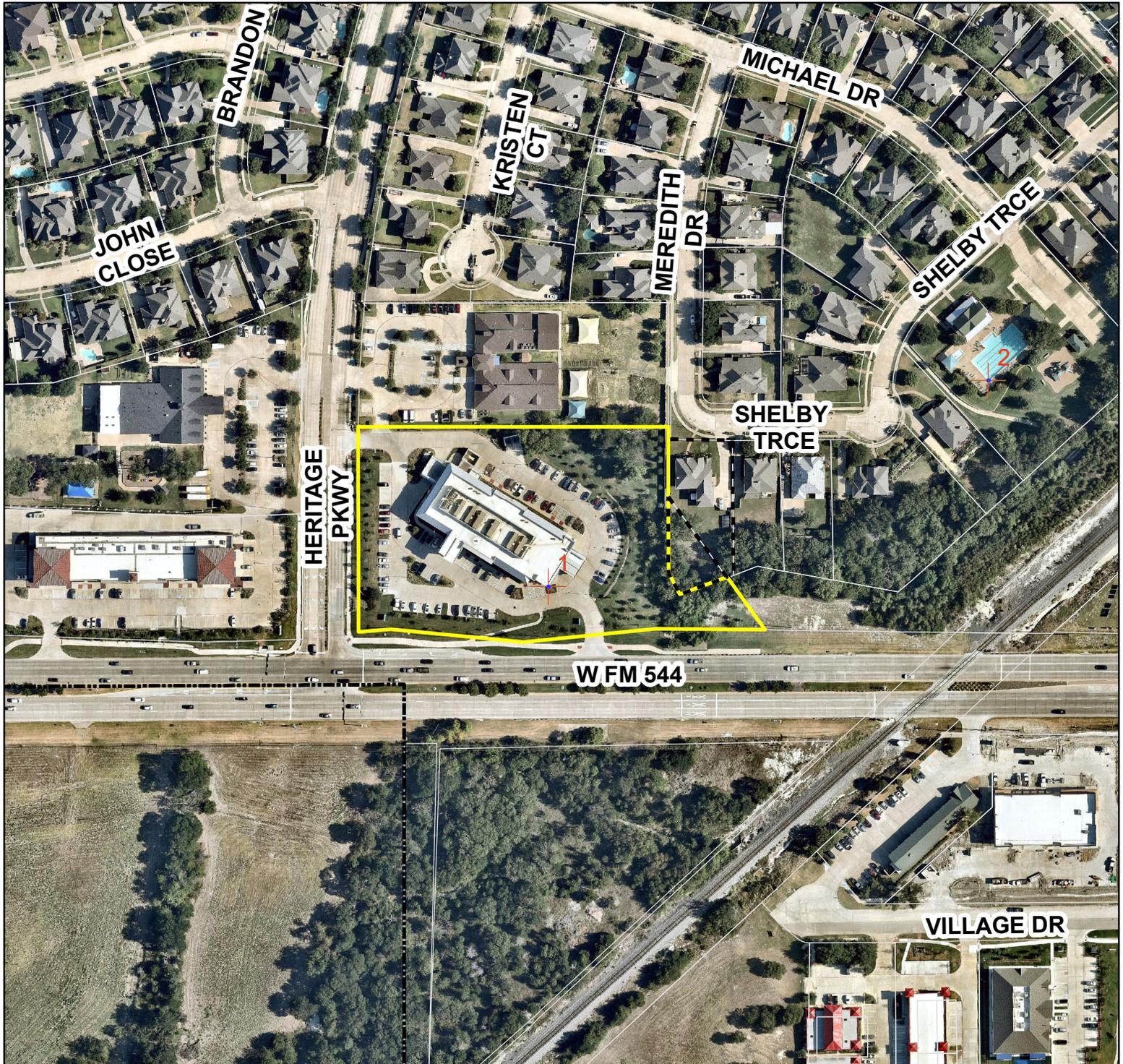
Staff Recommendation

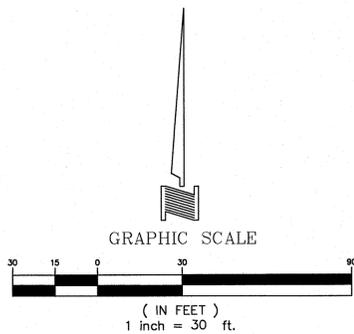
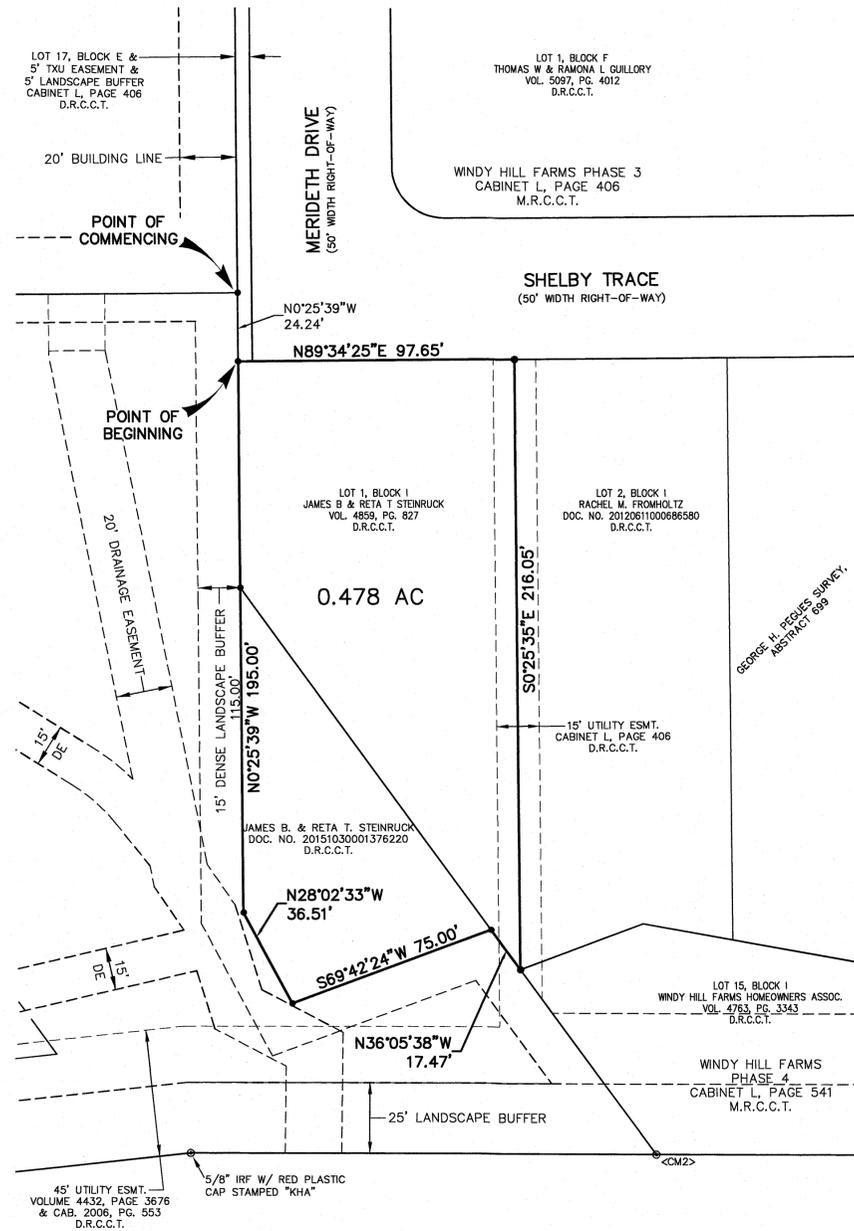
Recommend approval as long as Item 6.B. has been approved.

Attachments

- 1) Aerial site map
- 2) Re-plat document

430 Shelby Trace





LEGEND

- FADUE = FIRELANE, PUBLIC ACCESS, DRAINAGE & UTILITY EASEMENT
- SSE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
- WE = WATER EASEMENT
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
- M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
- DOC NO. = DOCUMENT NUMBER
- IRF = IRON ROD FOUND
- IPF = IRON PIPE FOUND
- ⊙ = 1/2" IRON ROD FOUND W/ RED PLASTIC CAP STAMPED "WAI" (UNLESS NOTED OTHERWISE)
- = 1/2" IRON ROD FOUND W/ YELLOW CAP STAMPED "DAA" (UNLESS NOTED OTHERWISE)

FLOOD NOTE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 48085C 0395 & 0415 J, DATED JUNE 2, 2009 THE PROPERTY IS WITHIN FLOOD ZONE X.

ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS, GREATER FLOOD CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983.
2. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS DESCRIPTION, WITHOUT A REPLAT BEING APPROVED BY THE CITY OF MURPHY, IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, JAMES B. STEINRUCK AND RETA T. STEINRUCK, husband and wife, being the owners of a tract of land situated in the GEORGE H. PEGUES SURVEY, ABSTRACT NO. 699 City of Murphy, Collin County, Texas and being all of Lot 1, Block 1, Windy Hill Farms, Phase 3, an Addition to the City of Murphy, Collin County, Texas according to the Plat thereof recorded in Cabinet L, Page 406, Map Records, Collin County, Texas, a portion of Lot 2, Block A of Heritage Addition, an addition to the City of Murphy according to the plat filed of record in Book 2006, Page 553, Map Records of Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "DAA" set for the northwest corner of said Lot 1, in the east line of said Lot 2, from which a 1/2" iron rod with yellow plastic cap stamped "DAA" found for the northeast corner of said Lot 2, same being the southeast corner of Lot 1, Block A of said Heritage Addition bears N 0° 25' 39" W, a distance of 24.24 feet;

THENCE N 89° 34' 25" E, with the north line of Lot 1 of the above mentioned Windy Hill Farms Phase 3, same being the south line of Shelby Trace (a 50-foot right-of-way), a distance of 97.65 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set for the northeast corner of said Lot 1, same being the northwest corner of Lot 2 of said addition for the northeast corner of this tract;

THENCE S 0° 25' 35" E, with the common line of said Lot 1 and 2, a distance of 216.05 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set in the most easterly east line of Lot 2 of the above mentioned Heritage Addition, for the common corner of Lot 1 and 2 of said Windy Hill Farms Phase 3, for the most easterly southeast corner of this tract;

THENCE N 36° 05' 38" W, with said east line and being common with a portion of the south line of said Lot 1, a distance of 17.47 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set for a corner in said common line, for an interior "ell" corner of this tract;

THENCE leaving said common line, over and across Lot 2 of the above mentioned Heritage Addition, the following three (3) courses and distances as follows:

- S 69° 42' 24" W, a distance of 75.00 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set for a corner;
- N 28° 02' 33" W, a distance of 36.51 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set for a corner;
- N 0° 25' 39" W, passing at a distance of 115.00 feet the southwest corner of Lot 1 of the above mentioned Windy Hill Farms Phase 3 and continuing for a total distance of 195.00 feet to the POINT OF BEGINNING and containing 0.478 acres of land, more or less.

DEDICATION STATEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

That JAMES B. STEINRUCK AND RETA T. STEINRUCK, do hereby adopt this plat designating the herein above-described property as STEINRUCK WINDY HILLS FARMS, an addition the City of Murphy, Texas, and do hereby dedicate, in fee simple, to the public use forever, the streets, alleys, and public use areas shown hereon and do hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances, except as shown herein. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Murphy's use thereof. The City of Murphy and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements and the City of Murphy or any public utility shall at all times have the right of ingress and egress to and from any upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. JAMES B. STEINRUCK AND RETA T. STEINRUCK, do hereby bind themselves, their successor and assigns to forever warrant and defend, all and singular, the above-described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Murphy.

WITNESS MY HAND THIS _____ DAY OF _____, 2016.

By: _____
James B. Steinruck

By: _____
Reta T. Steinruck

NOTARY CERTIFICATE

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared JAMES B. STENRUCK, Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Signature

NOTARY CERTIFICATE

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared RETA T. STENRUCK, Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Signature

SURVEYOR CERTIFICATE

STATE OF TEXAS

I, SEAN PATTON, a Registered Public Surveyor, hereby certify that I have prepared this plat from an actual on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Murphy, Texas.

Sean Patton
Registered Professional Land Surveyor
No. 5660

NOTARY CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared Sean Patton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Signature

CITY SIGNATURE BLOCK

On the ____ day of _____, 2016, this plat was duly approved by the Planning and Zoning Commission of the City of Murphy.

Signed: _____
Chairman
Planning and Zoning Commission

Attest: _____
City Secretary

Signed: _____
Planning Department

0.478 ACRES
BEING A REPLAT OF
LOT 1, BLOCK 1 OF WINDY HILLS FARMS PHASE 3
LOT 1R, BLOCK 1
STEINRUCK WINDY HILLS FARMS

AN ADDITION TO THE CITY OF MURPHY
GEORGE H. PEGUES SURVEY, ABSTRACT NO. 699
COLLIN COUNTY, TEXAS

AUGUST 08, 2016 SCALE: 1" = 30'

OWNER
JAMES B. STEINRUCK AND RETA T. STEINRUCK
430 SHELBY TRACT
MURPHY, TEXAS 75094

ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

City Council**October 18, 2016**

Issue

Consider and/or act on the application of Claymoore Engineering, requesting approval of a site plan, landscape plan, building elevations and construction plat for Murphy Professional Centre on a property located on approximately 1.5 acres on Brand Road just south of FM 544 to build a 10,500 square foot medical office building.

Staff Resource/Department

Kelly Carpenter AICP, Interim Director of Economic and Community Development
Tina Stelnicki, Community Development Coordinator

Summary

Claymoore Engineering, requests approval of a site plan, landscape plan, building elevations and construction plat for Murphy Professional Centre on a property of approximately 1.5 acres on Brand Road just south of FM 544 to build a 10,500 square foot medical office building. This building will face Brand Road. This is the first of two buildings that will be built on this property. The property is part of PD 09-12- 823 (Planned Development). The proposed use of medical offices is an approved use of the PD.

Site Plan

The proposed site plan has been reviewed by staff and meets the requirements as set forth by the Planned Development.

Building Elevations

The proposed building elevation and materials meet requirements as set forth by the Planned Development including:

- **Height regulations** (City Ordinance: Sec. 30.03.403)

Maximum height regulations in the Retail district shall be as follows:

- 1) Three stories or 45 feet for the main building, except maximum height shall be 25 feet for any portion of a building that is located within 100 feet of a residential zoning district.

The building height is 32'-6" to highest point, both at roof ridge and tower. This is in compliance with the height regulations for the district.

Landscape Plan

The proposed landscape and materials used meet requirement standards as set forth by the Planned Development.

Construction Plat

The construction plat meets requirements as set forth by the Planned Development.

Additional Considerations for Notation

Prior to any signage installation, the sign plans for the building and site will be submitted to Customer Service, be reviewed by standard staff procedures to ensure compliance with the Sign Ordinance and will be permitted separately after staff approval.

This item was approved unanimously by the Planning and Zoning Commission at the September 26, 2016 meeting. Please note the sign note 13 on the construction plat is a monument sign.

Action Requested

Approve the construction plat, site plan, landscape plan and building elevations.

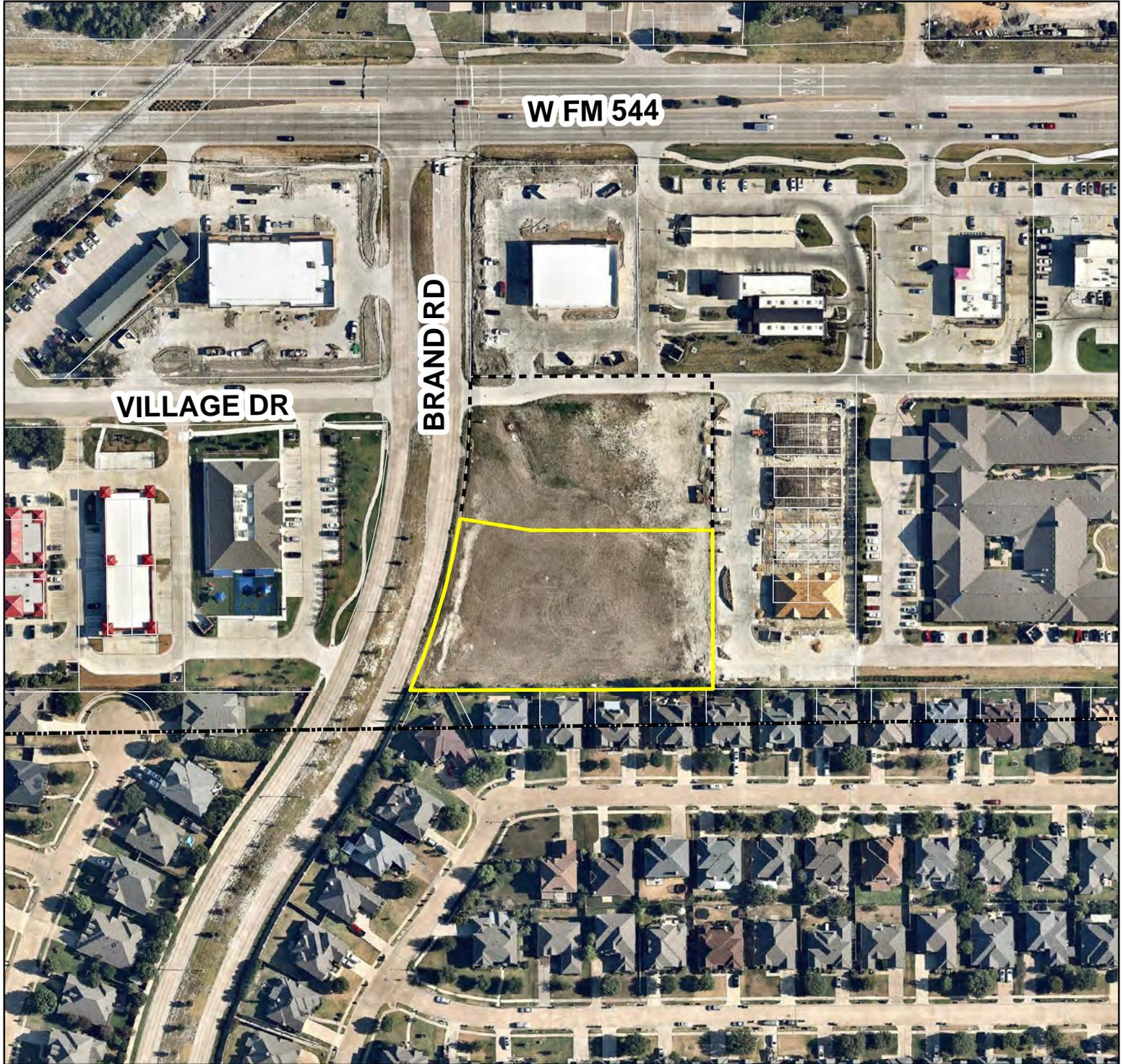
City Council

October 18, 2016, Page 2

Attachments

- 1) Property location map
- 2) Site plan
- 3) Color landscape plan
- 4) Building elevations
- 5) Construction plat
- 6) Planned development (Ord 9-12-823)

Village Drive and W FM 544 Property



Attachment - 4



urban hobcat
ARCHITECTS

1016 FORREST DRIVE
ARLINGTON, TX 76012
WWW.URBANBOBCAT.COM
817.602.9263 | 817.602.9129



CHC DEVELOPMENT

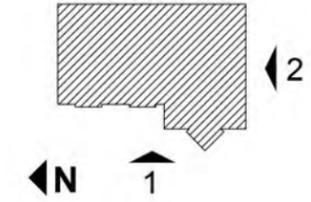
608 8TH AVENUE
FORT WORTH, TX 76104
WWW.CHCDEV.COM
817.288.3033 | 817.881.0373



1 ELEVATION - WEST
scale: 3/32" = 1'-0"



2 ELEVATION - SOUTH
scale: 3/32" = 1'-0"



MEDICAL OFFICE BUILDING
SE CORNER OF FM 544 & BRAND RD.
MURPHY, TX

JOB NUMBER: 15-105.02

A3.0

Attachment - 4



urban hobcat
ARCHITECTS

1016 FORREST DRIVE
ARLINGTON, TX 76012
WWW.URBANBOBCAT.COM
817.602.9263 | 817.602.9129



CHC DEVELOPMENT

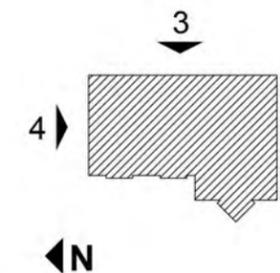
608 8TH AVENUE
FORT WORTH, TX 76104
WWW.CHCDEV.COM
817.288.3033 | 817.881.0373



3 ELEVATION - EAST
scale: 3/32" = 1'-0"



4 ELEVATION - NORTH
scale: 3/32" = 1'-0"



MEDICAL OFFICE BUILDING
SE CORNER OF FM 544 & BRAND RD.
MURPHY, TX

JOB NUMBER: 15-105.02

A3.1

ORDINANCE NO. 09-12-823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE AND MAP, CHAPTER 86 OF THE CITY OF MURPHY CODE OF ORDINANCES BY CHANGING THE ZONING CLASSIFICATION ON APPROXIMATELY 25.33 ACRES OUT OF THE JAMES MAXWELL SURVEY, ABSTRACT NO. 580, LOCATED IN THE CITY OF MURPHY, COLLIN COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES, FROM PD (PLANNED DEVELOPMENT) DISTRICT FOR MIXED USE RETAIL, COMMERCIAL, AND OFFICE USES TO PD (PLANNED DEVELOPMENT) DISTRICT FOR RETAIL AND OFFICE USES WITH CONDITIONS HERETO DESCRIBED AS EXHIBIT "B"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Murphy and the City Council of the City of Murphy, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Murphy is of the opinion and finds that said changes should be granted and that the Comprehensive Zoning Ordinance should be amended;

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

Section 1. That the Comprehensive Zoning Ordinance and Map of the City of Murphy, Texas, be, and the same are hereby, amended so as to change the zoning classification from PD (Planned Development) District for Mixed Use Retail, Commercial and Office Uses to PD (Planned Development) District for Retail and Office Uses with conditions for the property described as 25.33 acres, more or less, in the James Maxwell Survey, Abstract No. 580, in the City of Murphy, Collin County, Texas, and more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes.

Section 2. That the development standards for this Planned Development District are attached hereto as Exhibit “B”, and the same are hereby approved for said Planned Development District as required by Section 86-603, of the City of Murphy, Texas Code of Ordinances.

Section 3. That Chapter 86 of the City of Murphy Code of Ordinances, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4. If any word, section, article, phrase, paragraph, sentence, clause or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of the Comprehensive Zoning Ordinance, Chapter 86 of the City of Murphy Code of Ordinances, and the remaining portions shall remain in full force and effect.

Section 5. Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the City of Murphy, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

PASSED, APPROVED AND ADOPTED this the 7th day of December, 2009.

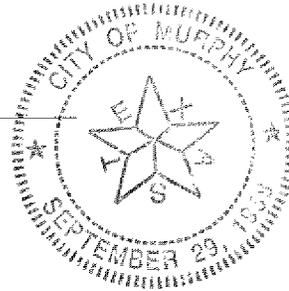


Bret M. Baldwin, Mayor
City of Murphy

ATTEST:



Aimee Nemer, City Secretary
City of Murphy



METES AND BOUNDS DESCRIPTION
 for
LOT 2, BLOCK A
A 12.488 Acres Tract of Land
MURPHY VILLAGE ADDITION
James W. Maxwell Survey, Abstract No. 580
City of Murphy
Collin County, Texas

WHEREAS McBRINEY -544 JOINT VENTURE, is the owner of a tract situated in the James Maxwell Survey, Abstract No. 580, in the City of Murphy, Collin County, Texas, being Lot 2, Block A of MURPHY VILLAGE ADDITION an addition to the City of Murphy, Collin, County, Texas, according to the deed thereof recorded in volume 2644, page 123 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod found in the northwesterly corner of Lot 4R, Block D, MURPHY VILLAGE ADDITION an addition to the City of Murphy, Collin, County, Texas, according to the plat thereof recorded in Cabinet B, Slide 442 of the Map Records of Collin County, Texas, same being the northeasterly corner of beforementioned Lot 2, Block A;

THENCE South 00 degree 49 minute 20 second West, a distance of 632.85 feet to a ½ iron rod found for a corner;

THENCE North 89 degree 10 minute 40 second West, a distance of 998.50 feet to a ½ iron rod found for a corner;

THENCE continuing along the centerline of curve to the right having a central angle of 23 degree 16 minute 21 second, a radius of 905.00 feet, and a tangent of 186.37 feet, on a chord bearing and distance of North 12 degree 17 minute 47 second East 365.07 feet, along the East Right-of-way line of Brand Road, a distance of 367.60 feet to a ½" iron rod found for a corner;

THENCE North 00 degree 39 minute 36 second East, along East line of Brand Road, a distance of 20.00 feet to a ½" iron rod found for a corner;

THENCE South 89 degree 20 minute 24 second East, a distance of 200.00 feet to a ½" iron rod found for a corner;

THENCE North 00 degree 39 minute 36 second East, a distance of 255.00 feet to a ½" iron rod found for a corner;

THENCE South 89 degree 20 minute 24 second East, along F.M. Highway 544 Road, a distance of 184.62 feet to a ½" iron rod found for a corner;

THENCE South 89 degree 04 minute 12 second East, along Southerly line of F.M. Highway 544 Road, a distance of 542.04 feet to the POINT OF BEGINNING and containing 12.488 acres or 543,959 square feet of land more or less.

METES AND BOUNDS DESCRIPTION
 for
Block "B"
A 9.046 Acers Tract of Land
MURPHY VILLAGE ADDITION
James W. Maxwell Survey, Abstract No. 580
City of Murphy
Collin County, Texas

WHEREAS McBRINEY -544 JOINT VENTURE, is the owner of a tract situated in the James Maxwell Survey, Abstract No. 580, in the City of Murphy, Collin County, Texas, being Lot 1-6, Block B of MURPHY VILLAGE ADDITION an addition to the City of Murphy, Collin, County, Texas, according to the deed thereof recorded in volume 2003, page 207 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the ½" iron rod found at the corner of the southeast corner of this tract, and also being northeast of a Woodlands of Plano Tract also being in the south line of Brand Road 110 feet right-of-way (R.O.W);

THENCE North 89 degree 10 minute 40 second West with said city Limit line of Plano and Murphy, Texas as described in City of Plano Ordinance Number 73-4-1, recorded in Volume 861, Page 537, Deed Records of Collin County, Texas, for a distant of 903.88 feet to iron found for a corner;

THENCE along the curve to the left having a central angle of 02 degree 14 minute 28 second, a radius of 5,679.97 feet, and a tangent distant of 99.74 feet, a chord bearing of North 49 degree 14 minute 02 second East and a chord distance of 199.45 feet, for a curve length of 199.46 feet to ½" iron rod found for a corner of the said DART tract;

THENCE North 48 degree 14 minute 43 second East, along the northeast line of said DART tract, for a distant of 747.88 feet to ½" iron rod found for a corner;

THENCE South 89 degree 20 minute 24 second East, along the southeast line of F.M. 544 Road, for a distant of 294.32 feet to ½" iron rod found for a corner of the said Brand Road;

THENCE North 00 degree 39 minute 36 second West, along the southwest line of said Brand Road for a distant of 275.00 feet to ½" iron rod found for a corner;

THENCE along the curve to the right having a central angle of 00 degree 09 minute 53 second, a radius of 795.00 feet, and a tangent distant of 14.90 feet, a chord bearing of South 01 degree 45 minute 02 second W and a chord distance of 30.03 feet, for a curve length of 30.04 feet to ½" iron rod set for a corner;

THENCE along the curve to the right having a central angle of 24 degree 31 minute 46 second, a radius of 795.00 feet, and a tangent distant of 172.84 feet, a chord bearing of South 15 degree 05 minute 52 second West and a chord distance of 337.76 feet, for a curve length of 340.36 feet to the **POINTOF BEGINNING** and containing 394,037 or 9.046 acres;

METES AND BOUNDS DESCRIPTION
 for
 Block "C"
 A 3.799 Acres Tract of Land
MURPHY VILLAGE ADDITION
 James W. Maxwell Survey, Abstract No. 580
 City of Murphy
 Collin County, Texas

WHEREAS McBRINEY -544 JOINT VENTURE, is the owner of a tract situated in the James Maxwell Survey, Abstract No. 580, in the City of Murphy, Collin County, Texas, being Lot 1, Block C of MURPHY VILLAGE ADDITION an addition to the City of Murphy, Collin, County, Texas, according to the deed thereof recorded in volume 2644, page 123 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a highway monument find for a corner at the intersection of the east line of a 100-foot right-of-way dedicated to Dallas Area Rapid Transit by deed recorded in Volume 3424, Page 126, Deed Records of Collin County, Texas with the south line of F.M. 544 (variable width right-of-way);

THENCE South 48 degree 14 minute 43 second West for a distance of 613.63 feet to a ½"iron found for a corner;

THENCE continuing along the centerline of curve to the right having a central angle of 2 degree 18 minute 41 second, a radius of 5,679.97 feet, and a tangent of 114.58 feet, on a chord bearing and distance of of South 49 degree 24 minute 03 second West 229.11 feet, along the East Right-of-way line of Brand Road, a distance of 229.13 feet to a ½" iron rod found for a corner;

THENCE North 03 degree 04 minute 40 second E for a distance of 545.45 feet to a ½"iron found for a corner;

THENCE North 88 degree 45 minute 22 second East, along Southerly line of F.M. Highway 544 Road, a distance of 602.59 feet to the POINT OF BEGINNING and containing 3.799 acres or 165,468 square feet of land more or less.

EXHIBIT B

ZONING FILE NO. 2009-10
FM 544 and Brand Road
PLANNED DEVELOPMENT CONDITIONS

- I. **Statement of Intent:** The intent of this Planned Development District is to provide high quality mixed-use, primarily retail, development that is consistent with the Comprehensive Plan and that is beneficial and complementary to the City of Murphy in terms of visual identity.
- II. **Statement of Purpose:** The purpose of this Planned Development District is to ensure that any development that occurs within the area designated by this Planned Development encourage a mixed-use application including, but not limited to the following.
- Restaurants;
 - Upscale retail shops and boutiques;
 - Assisted Living;
 - Medical Facilities;
 - Service Businesses
- III. **Statement of Effect:** This Planned Development shall not affect any regulation found in the City of Murphy Code of Ordinances, Ordinance No. 06-12-708, as amended, except as specifically provided herein.
- IV. **General Regulations:** All regulations of the R (Retail) District set forth in Article III, Division 14 of the Code of Ordinances are included by reference and shall apply, except as otherwise specified by this ordinance.
- V. **Development Plans:**
- A. Concept Plan: Development shall be in general conformance with the approved concept plan set forth in Exhibit C; however, in the event of conflict between the concept plan and the conditions, the conditions shall prevail.
- B. Site Plan: A site plan shall be submitted in accordance with the requirements set forth in Article II, Division 5 of the City of Murphy Code of Ordinances. The site plan may be for all or any part of the land within the Planned Development District.
- VI. **Specific Regulations:**
- A. Permitted Uses. The following uses shall be permitted.
1. Amusement Services (Indoor) (SUP)
 2. Antique Shop (household items only)
 3. Art Dealer/Gallery
 4. Artist Studio
 5. Assisted Living
 - a. Senior Living (SUP)
 - b. Assisted Living (SUP)
 - c. Nursing Convalescent Home (SUP)
 6. Automobile Driving School (SUP)

EXHIBIT B

7. Automotive Repair (Major) (SUP)
8. Automotive Repair (Minor)
9. Bakery (Retail)
10. Bank/Credit Union (SUP) (allowed by right at the SE corner of FM 544 and Brand Road)
11. Barber/Beauty Shop
12. Barber/Beauty Shop College (SUP)
13. Bed and Breakfast Inn (SUP)
14. Book Store
15. Cafeteria
16. Car Wash (Full Service)
17. Child Care Center, Kindergarten or Pre-School
18. Church/Place of Worship
19. Clinic (Medical)
20. Computer Sales
21. Confectionary Store (Retail)
22. Convenience Store with Gasoline (SUP)
23. Department Store
24. Dinner Theater
25. Electronics - Retail
26. Financial Services (Advice/Invest)
27. Florist
28. Furniture Sales (Indoor)
29. Governmental Building (Municipal, State or Federal)
30. Grocery Store (SUP)
31. Hardware Store
32. Health Club (SUP)
33. Hospital (Acute Care)
34. Hospital (Chronic Care)
35. Full Service Hotel/Motel (SUP)
36. Limited Service Hotel/Motel (SUP)
37. Insurance Agency Offices
38. Landscape Nursery
39. Laundry/Dry Cleaning (Drop Off/Pickup Only)
40. Motion Picture Theater
41. Needlework Shop
42. Offices (as allowed in Office zoning districts)
43. Park and/or Playground (Public)
44. Pet Shop/Supplies
45. Pharmacy (SUP) (allowed by right at the SE corner of FM 544 and Brand Road)
46. Photo Studio
47. Photocopying/Duplicating
48. Real Estate Offices
49. Restaurant
50. Restaurant (Drive-In) (SUP)
51. Retail Store
52. Retail Store (Drive-In) (SUP)
53. School, K through 12 (Public)

EXHIBIT B

- 54. Shoe Repair
- 55. Skating Rink (Ice) (SUP)
- 56. Tailor Shop
- 57. Theater (Live Drama)
- 58. Theater (Movie)
- 59. Tire Dealership
- 60. Travel Agency
- 61. Veterinarian Hospital

B. Area and Yard Regulations:

1. Setbacks From Property Lines Adjacent To Streets:

a. Building Setbacks - No building of any kind and no part thereof shall be placed within the following setback lines:

- i. Minimum 40 feet from FM 544, Brand Road and Village Drive.
- ii. Minimum 15 feet from all other roadways/access roads.

b. Landscape Setbacks

- i. Minimum 25 feet from FM 544 and Brand Road.
- ii. Minimum 10 feet from all other roadways/access roads.

2. Setbacks From Property Lines Not Adjacent To Streets:

a. Building Setbacks – No building of any kind and no part thereof shall be placed within the following setback lines:

- i. Minimum 10 feet from rear and side lines except where buildings on adjacent lots abut each other. In the case of abutting buildings, the building setback shall be 0 feet.
- ii. Minimum 50 feet abutting residential districts for single story buildings not exceeding 45 feet in height. All pad sites along FM 544 shall have a maximum average height of 30 feet.
- iii. Maximum 50 feet along the KCS/DART right-of-way along the west property line.

3. There is no maximum building size as long as fire standards and other site requirements, such as parking and landscaping, etc. are met.

C. Parking, Driveways & Sidewalks:

- 1. Parking areas shall not be permitted within any landscape buffer strip.
- 2. Fire lanes, driveway, loading areas and access easements shall be paved in accordance with the minimum design standards of the City of Murphy codes and ordinances.
- 3. The number of required parking spaces shall be dependent upon the use and shall meet the requirements of the City of Murphy Code of

EXHIBIT B

Ordinances. No required parking space may be occupied by signs, cart corrals, merchandise, or display items at any time.

4. Sidewalks along FM 544 shall be a minimum of 8 feet in width. Sidewalks along Brand Road and Village Drive shall be 6 feet in width.

D. Loading and Unloading

1. Truck loading berths and apron space shall not be located on the street side of any building, however, and exceptions can be addressed during site plan approval. In those instances where 3 or more sides of the building face dedicated streets, the loading berth shall be screened from view.
2. Truck loading berths and apron space shall not be located within any required setback or landscape buffer strip.

E. Minimum Exterior Construction Standards, Building Materials and Design – Exterior Construction and Design Requirements shall be architecturally compatible and comply with the following.

1. All structures, including all building elevations, shall be constructed utilizing a unified design that is substantially consistent with or contains architectural design elements including but not limited to the following.
 - a. Canopies and awnings.
 - b. Outdoor patios.
 - c. Display windows/decorative windows.
 - d. Architectural details (such as decorative tile or brick work) integrated into the building façade.
 - e. Integrated planters or wing walls that incorporate landscape and/or sitting areas
 - f. Articulated cornice line.
 - g. Peaked roof form.
 - h. Accent materials (minimum 15% of exterior facade)
 - i. Other architectural features as approved with the site plan.
2. At least two masonry materials shall be used in addition to glass on any single building. The following masonry materials shall be allowed.
 - a. Brick
 - b. Cast Stone
 - c. Decorative concrete tilt wall
 - d. EIFS and Stucco (limited to no more than 12% total)
 - e. Stone
 - f. Wrought Iron (for decorative overhangs)

EXHIBIT B

3. Color schemes shall reflect a certain quality and expression consistent with the architectural character and design of the structure. Accent colors may be used to identify architectural features or highlight details. The use of primary or garish colors shall not be predominately used on the exterior facade of any structure.
 4. Stand fans, skylights, cooling towers, communication towers, satellite dishes, vents, and any other structures or equipment, whether located on the roof or elsewhere, shall be architecturally compatible or effectively shielded from view from any public or private dedicated street by an architecturally sound method.
 5. Each commercial building, complex of buildings, or separate commercial business enterprises shall have a trash bin on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, handling, moving, storing, removing and disposing of all waste materials must be housed or screened from view.
 6. Building roofs shall be so designed and constructed to prevent water ponding and to shed water in a reasonable amount of time. Built-up roofs and roof-top items which include equipment, piping, flashing, and other items shall be maintained for continuity of the roof appearance.
 7. Roof top equipment, piping, flashing, and other items on the roof shall be screened by a perimeter parapet wall so as not to be visible from roadways.
 8. In all cases, mechanical equipment on roofs and outcroppings should be clad by a like building material or painted with a color scheme similar to the principal structure walls or roof.
- F. Landscape Standards. Landscaping shall be compatible and comply with the standards set forth in the Code of Ordinances, except as provided below.
1. All landscaping shall use a unified design for the entire Tract. Landscaping shall be required on all developments within the Planned Development District and shall be complete prior to the issuance of any certificate of occupancy or final building inspection for the development. An automatic underground irrigation system shall be installed and maintained for all required landscaping and shall be in place and operable at time of planting.
 2. A landscape buffer shall be provided 25 feet in depth adjacent to the right-of-way of FM 544, 25 in depth adjacent to Brand Road and ten (10) feet in depth adjacent to all other roads (includes public streets and private access drives) as measured from the back of curb of the public or private street to the back of curb of any site paving. No parking may be placed within any landscape buffer. Pedestrian easements may be located within a landscape buffer. The width of the sidewalk may be included in the calculation of the buffer depth for 25 foot buffers, but may not be included in the calculation of the buffer depth for ten (10) foot buffers.

EXHIBIT B

- 3. A landscape buffer shall be provided for an average of 15 25 feet in depth adjacent to the KCS/DART Railroad right-of-way.
- 4. Parking Lots:
 - a. A minimum percentage of the parking area shall be landscaped according to the following requirements. Such landscaping shall be distributed within the parking area, occurring within medians, islands, or peninsulas. All such landscape areas shall be protected by concrete curbing or other acceptable devices which prohibit vehicular access to landscaped areas. Bumper overhang shall not be included as part of required landscaping. A permeable area no less than four (4) feet by four (4) feet shall be provided surrounding each tree located in a surface parking area.
 - 1. A total of five (5) percent of the interior of the entire parking lot regardless of location, shall be landscaped. One large tree or three (3) ornamental trees from the Plant List, shall be provided for each twelve (12) parking spaces, and planted within the five (5) percent area. Trees shall be distributed so that bays of parking spaces shall not exceed eighteen (18) spaces in length.

G. Screening. Screening shall comply with the standards set forth in the Code of Ordinances, except as provided below.

- 1. All screening at the rear of the property will be a live screen where required. Plant materials shall conform to the standards of the approved plant list in Section 50 and the current edition of the "American Standard for Nursery Stock" (as amended), published by the American Association of Nurserymen. Bald Cyprus trees are excluded from the approved list. The existing railroad berm will also serve as a natural screen between the nonresidential and residential districts.
- 2. All truck docks/loading areas for anchor stores with a footprint greater than 100,000 square feet shall be screened from view through the use of 12-foot all masonry walls (which are the same colors and materials as main building). All other screening of the rear of the site shall be living screens (eight foot height and at least 75 percent capacity within four years of planting unless such areas are screened from public views by a building).
- 3. Outside seasonal displays shall be permitted with the Planned Development District.

H. Site Lighting. Lighting shall comply with the standards set forth in the Code of Ordinances, except as provided below.

- 1. Lighting should be provided for vehicular, pedestrian, signage, architectural and site features.
- 2. Site lighting fixtures used along entrance driveways and parking areas shall be uniform and a consistent design within the development. Lighting standards for illuminating these areas shall be no taller than 40 feet high.

EXHIBIT B

However, the height of all light standards shall be subject to review of the lighting plan during the Site Plan review.

- 3. The pattern of light pooling from each fixture shall be carefully considered to provide smooth, even lighting of driveways and parking, while eliminating light intrusion into adjacent property outside of the planned development district. Parking areas shall have a minimum of 3-foot candles initial and a minimum average of 2-foot candle on a maintained basis. Light sources shall be metal halide, mercury vapor or of similar color. Yellow/orange source lights are prohibited from use. Incandescent source lighting should be considered for pedestrian areas and near buildings.
- 4. Pedestrian walkways, courts, gardens and entrance areas shall be illuminated to enhance the pedestrian qualities of the development. Low level fixtures should complement the architectural design and focus on quality landscape lighting that will enhance the development.
- 5. General illumination shall commence one half hour before sunset and last until the Building Site is closed for the evening. Parking structures and pedestrian walkways shall be illuminated during all hours of darkness and when poor weather conditions warrant.

I. Signage and Graphics: Signage shall comply with the standards set forth in the Code of Ordinances, except as provided below.

1. General

- a. Single Tenant Monument signs - One (1) monument sign shall be allowed on each pad site and shall be limited to a maximum sign area of 50 square feet and a maximum structure area of 80 square feet.
- b. Multi Tenant Monument signs - One (1) multi tenant monument sign shall be allowed in Block C as shown on the concept plan and shall be limited to a maximum sign area of 100 square feet and a maximum structure area of 200 square feet.
- c. Pylon signs – Two (2) pylon signs shall be permitted in Block A and one (1) pylon sign shall be permitted in Block B. Each pylon sign shall be limited to a maximum sign area of 350 square feet and a maximum structure area of 600 square feet.

2. Single Tenant Monument Signs

- a. Monument signs shall identify individual tenants or uses within a pad site. Monument signs shall be a maximum of seven (7) feet tall.
- b. All single tenant monument signs shall be double-sided, internally illuminated Plexiglas sign panels contained within a masonry structure. Single tenant monument signage may also be lit by ground mounted flood lighting or internal letter illumination either face lit or reverse channel lit. Light fixtures should be screened from view in front of the sign.

EXHIBIT B

- c. Monument signs shall be located at a setback distance of not less than eight (8) feet from the right-of-way line of any adjacent street and incorporated within the landscaping area or buffer.
 - d. Construction of monument signs shall include a base of material compatible with the material used for buildings.
 3. Multi Tenant Monument Sign
 - a. The multi tenant monument sign shall identify individual tenants or uses within the Planned Development District. The multi tenant monument sign shall be a maximum of ten (10) feet tall.
 - b. All multi tenant monument signs shall be double-sided, internally illuminated Plexiglas sign panels contained within a masonry structure. Multi tenant monument signage may also be lit by ground mounted flood lighting or internal letter illumination either face lit or reverse channel lit. Light fixtures should be screened from view in front of the sign.
 - c. Monument signs shall be located at a setback distance of not less than eight (8) feet from the right-of-way line of any adjacent street and incorporated within the landscaping area or buffer.
 - d. Construction of monument signs shall include a base of material compatible with the material used for buildings.
 4. Pylon Signs
 - a. Pylon signs shall be constructed at a height not to exceed twenty-five (35) feet.
 - b. The base of a pylon sign shall be located at a setback distance of not less than eight (8) feet from the right-of-way line of any adjacent street and may be incorporated within the landscaping area or buffer.
 - c. All pylon signs shall be double-sided, internally illuminated Plexiglas sign panels contained within a masonry structure. Pylon signs may also be lit by ground mounted flood lighting or internal letter illumination either face lit or reverse channel lit. Light fixtures should be screened from view in front of the sign.
 - d. Construction of pylon signs shall include a base of material compatible with the material used for buildings.
 5. Temporary Marketing Signage
 - a. Four (4) quality temporary marketing signs shall be permitted for the proposed development. These signs shall for a term of twelve (12) months from the date of installation.
 - b. The maximum signage area will be 96 square feet. The maximum height shall be 10 8 feet.

EXHIBIT B

- c. All other temporary signage not specifically referred to in the Signage Criteria package or in this section shall comply with the City of Murphy standards.
- d. Temporary signs are not required to be constructed of the material used for buildings.

J. Open Space

1. The proposed development should make a positive impact to the City by providing defined public spaces and activity centers so that varied activities are encouraged within these areas. This can be accomplished through the incorporation of open spaces that become public amenities and that provide interest within the Tract at the pedestrian level.
2. Outdoor Seating. Any establishment serving food for consumption on-premises is encouraged to provide an outdoor seating area and shall be approved with the site plan. The outdoor seating area may be included as a portion of the 5% open space requirement as stated in (b.) below.
3. An additional 5% of open space is required in addition to the landscape, setback, and parking lot island requirements. The additional 5% may be located adjacent to the required setbacks or landscaping at the ROW and property lines or in front or in some cases to the side of the structure. The additional open space percentage may not include the building footprint or vehicular parking lot. This area and associated amenities shall be approved on the site plan. At least one of the following amenities shall be located within the additional 5% open space area and count towards the required percentage.
 - a. Water feature, such as a fountain or detention pond with constant water level.
 - b. Plaza or courtyard with art sculpture piece.
 - c. Outdoor patio or gazebo with seating area.
 - d. Other areas for pedestrian congregation, as may be approved on the site plan.
4. Outside seasonal displays shall be permitted with the Planned Development District.

VII. **Special Regulations:**

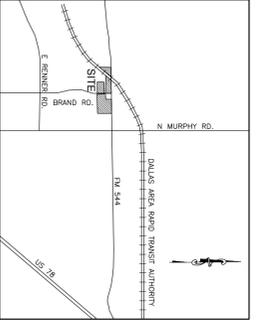
1. Traffic Impact Analysis: A Traffic Impact Analysis (TIA) shall be performed prior to site plan approval for any portion of the subject property.
2. Utility/Power Lines: New utility distribution and service lines for individual business establishments, buildings, signs and for any other site development features shall be placed underground.
3. Pedestrian Streetscape: Pedestrian spaces throughout the Planned Development District shall be treated with amenities that are selected based upon their ability to unify the streetscape and shall be established on the overall

EXHIBIT B

concept plan for each Tract. These features shall include, but are not limited to, benches, trash receptacles, bicycle racks, lighting poles, etc.

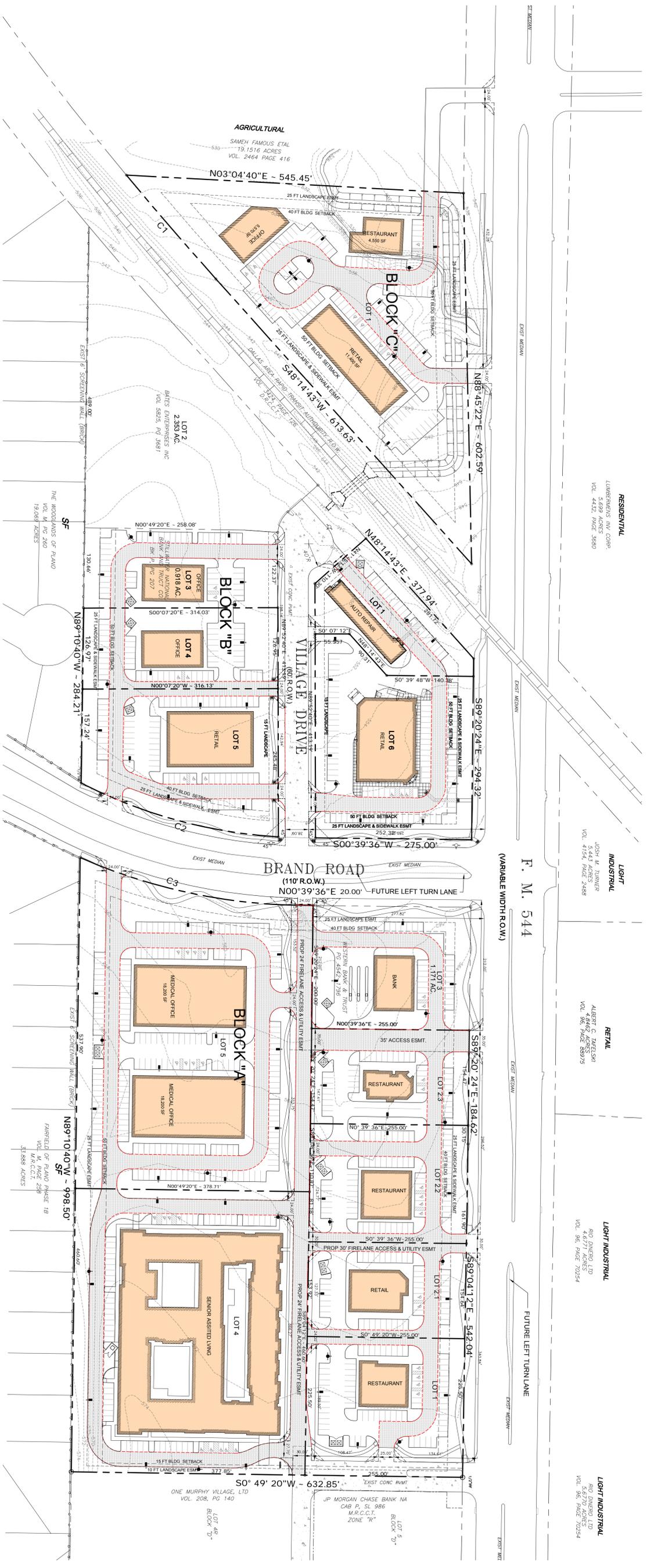
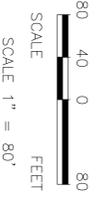
4. Cross-Access Requirement: A joint access (i.e. – ingress, egress) easement shall be required to minimize the number of driveway openings along FM 544. The location(s) of access easement(s) shall be shown on the site plan and shall comply with the Texas Department of Transportation (TxDOT) Access Management Standards.
5. Building Placement/Orientation: Buildings shall be placed in a manner that is conducive to a pedestrian-oriented atmosphere, wherever possible. Any building within 200 feet of FM 544 shall either face such right-of-way or shall have a façade facing such right-of-way that is in keeping with the character of the building's main façade.

EXHIBIT B



LOCATION MAP
N.T.S.

- LEGEND**
- PROPOSED FH
 - EXISTING FH
 - PROPOSED 24" FIRE LANE W/ MIN. 20' FT TURNING RADIUS OTHERWISE INDICATED ON PLAN
 - EXISTING 6" SCREENING WALL (BRICK)
 - PROPOSED LIGHTING POLE
 - 20'x20' VAM
 - 45'x45' VAM



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	229.13'	5679.97'	218.41°	114.58'	549'24.03"W-229.11'
C2	333.15'	795.00'	24'00'36"	169.05'	S15'21'24"W-330.71'
C3	367.60'	905.00'	23'16'21"	185.37'	N12'17'47"E-365.07'

SUMMARY TABLE

BLOCK	LOT	SF	AC	BLDG AREA SF	BLDG HEIGHT, FT	USED	REQD	USED	PROVD	ZONING
A	1	57,562	1.320	5,760	20	RESTAURANT	(1/100)	58	69	PD R/LC (PLANNED DEVELOPMENT- RETAIL/LIGHT COMMERCIAL)
	2.1	33,070	0.759	6,270	20	RETAIL	(1/200)	32	46	
	2.2	30,485	0.699	6,450	20	RESTAURANT	(1/100)	65	67	
	2.3	38,391	0.894	3,655	20	RESTAURANT	(1/100)	36	37	
	3	51,000	1.171	5,850	20	BANK	(1/300)	20	25	
	4	174,235	4.000	66,178	38	SENIOR ASSISTED LIVING	(1/3 UNIT)	46	61	
B	1	173,352	3.879	36,400	25	MEDICAL OFFICE	(1/200)	182	193	
	5	173,352	3.879	36,400	25	MEDICAL OFFICE	(1/200)	182	193	
	3	39,998	0.918	6,000	20	OFFICE	(1/300)	20	43	
	4	40,000	0.918	6,000	20	OFFICE	(1/300)	20	46	
	6	67,797	1.556	12,600	25	RETAIL	(1/200)	63	64	
C	6	66,964	1.537	12,988	25	RETAIL	(1/200)	65	87	
	1	165,500	3.799	21,520	20	RETAIL OFFICE/ RESTAURANT	(1/200)	123	122	

PROPERTY OWNER
McBIRNEY-544 JOINT VENTURE
 5300 TOWN & COUNTRY BLVD
 SUITE 200
 FRISCO, TEXAS 75034
 (214) 618-9900

ENGINEER
PAS ENGINEERING
 17819 DAVENPORT RD, STE 215
 DALLAS, TEXAS 75252
 (972) 248-9651

PROPOSED CONCEPTUAL PLAN
 20.33 ACRES
 BLOCK A, B AND C
 MURPHY VILLAGE ADDITION
 CITY OF MURPHY
 COLLIN COUNTY, TEXAS

T.B.P.E. FIRM LICENSED NO. F-6974
 T.B.P.L.S. FIRM REGISTERED NO. 100433
 ATTN: PAMM SRIBHEN

 17819 DAVENPORT ROAD, SUITE 215 DALLAS, TEXAS 75252 (972) 248-9651 FAX (972) 248-9681	McBIRNEY-544 JOINT VENTURE 5300 TOWN & COUNTRY BLVD SUITE 200 FRISCO, TEXAS 75034 (214) 618-9900	PROPOSED CONCEPTUAL PLAN FOR MURPHY VILLAGE ADDITION BLOCK "A," "B" AND "C" JAMES W. MAXWELL SURVEY, ABSTRACT NO. 580 CITY OF MURPHY, COLLIN COUNTY, TEXAS
SCALE: AS SHOWN DESIGNED BY: PSA DRAWN BY: PSA CHECKED BY: P. SRIBHEN PROJECT NO.: 2901.M/L	SHEET CP-1	OCTOBER 20, 2009

**City Council Meeting
October 18, 2016**

Issue

Consider and/or act upon approval of Resolution Number 16-R-843 to renew the Ambulance Billing Service Agreement between Emergicon, LLC, and the City of Murphy, Texas.

Staff Resource/Department

Ed Henderson, Fire Department
Steven Ventura, Finance

Summary

Under this agreement Emergicon will provide billing and accounts receivable management services for our ambulance and emergency medical services. Emergicon will perform the following:

1. Review documentation for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules.
2. Receive and post payments made on Client's behalf by patients, insurers and others.
3. Make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices.
4. Perform follow-up on open accounts and delinquent accounts that are over 120 days old (as instructed by Client).
5. Provide monthly reports to Client.
6. Provide training to Client (if needed/requested).
7. Etc.

Background/History

The current Ambulance Billing Service Agreement between the City of Murphy and Emergicon was extended for 30 days during the Council meeting on September 20, 2016. Discussion about renewing of the Ambulance Billing Service Agreement will be continued during the Council meeting on October 18, 2016 at 6:00 P.M.

The current billing agreement has been in place for five (5) years and it will expire on September 30, 2016. This new billing agreement is scheduled to go into effect October 1, 2016. Changes in the new billing agreement to consider:

1. The initial term is for one year and it will automatically renew for successive like terms unless terminated hereunder. The initial term under the current billing agreement is for a period of three (3) years and may be renewed at the end of that term for two (2) additional one (1) year periods.
2. The Client (City of Murphy) shall pay Emergicon a fee equivalent to six (6%) of all revenues collected by Emergicon on behalf of the Client and Emergicon will charge an additional two percent (2%) for credit card payments. Under the current billing agreement the City of Murphy pays Emergicon five percent (5%) of the total amount collected on accounts.

Board Discussion/Action

Murphy Fire Department is requesting the renewal of this Ambulance Billing Service Agreement.

City Council Meeting
October 18, 2016, Page 2

Attachments

- 1) Copy of the proposed Resolution No. 16-R-843 with Exhibit A, the 2016 Ambulance Billing Services Agreement (Reviewed and amended by City Attorney)
- 2) Copy of the 2016 ambulance Billing Service Agreement (Redlined copy)
- 3) Copy of the current Ambulance Billing Services Agreement (Redlined copy)
- 4) Three document submitted by Emergicon (Billing Collection Management Summary, EMS Collections Report – FY 2016, Performance Analysis Report)

RESOLUTION NO. 16-R-843

CITY OF MURPHY, TEXAS

WHEREAS, the City of Murphy has an agreement with Emergicon LLC which expired on September 30, 2016; and,

WHEREAS, the City of Murphy and Emergicon LLC signed a contract extension on September 20, 2016 to extend the contract for thirty days; and,

WHEREAS, staff has reviewed the renewal agreement to be effective October 1, 2016.

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

Section 1. That the City Council hereby authorizes the City Manager to execute a contract renewal with Emergicon, LLC.

Section 2. The contract is attached as *Exhibit A*.

DULY RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 18th day of October 2016.

APPROVED:

Eric Barna, Mayor

ATTEST:

Susie Quinn, City Secretary

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this 1st day of October, 2016, by and between Emergicon, LLC, a Texas business corporation, and City of Murphy (“Client”).

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to exclusively perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such exclusive appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, “Required Documentation” shall consist of prehospital patient care reports (PCRs) (also referred to as “trip sheets” or “run reports”), physician certification statements (PCSs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as “assignment of benefits form” or “signature form”), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon’s understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts (See Section 10(c) below). After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing at no cost to Client. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges, which charges shall not include any amounts due to Emergicon under this Agreement.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments. Notwithstanding any contrary provision in this Agreement, Emergicon shall refund to Client all money paid to Emergicon by Client under any one or more provisions of this Agreement, if the overpayment was a result of Emergicon's actions, based upon the overpayment amount. Such payments shall be made to Client within fifteen (15) days of written demand by Client.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept.

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.
- c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;
- d. Accept reassignment of any benefits payable to Client;
- e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.
- g. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies. Client bears the exclusive responsibility for the submission of such form and any fees that may be associated with the submission of such forms. Upon specific written request from Client, Emergicon may agree to assist with such form submission and/or revalidation of Medicare, Medicaid or other insurer provider enrollment forms, provided that the responsibility for actual submission and all fees associated with the forms shall be borne exclusively by Client and paid prior to submission of these forms by Emergicon.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

- a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name and Address, Date of Birth, Date of Service, Patient Medical Condition, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate based upon the information provided to Client. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements, and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents that any such documentation is complete and accurate based upon information that has been provided to Client, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents that it will not forward accounts for processing by Emergicon if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription or membership program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, however, only to the extent allowed by law, Client agrees to defend, indemnify and hold harmless Emergicon in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS form on all trips where required by law and provide copies of all PCS forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than thirty (30) days prior to the effective date of said changes.

k. Report all payments made directly to Client within three (3) business days of Client's receipt of same.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon and Client agree that such training is necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMESIS format to Emergicon, Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as agreed upon by and in conjunction with Emergicon information technology personnel, representatives or contractors.

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon ("Client-Provided Records"). Emergicon does not act as Client's records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon shall forward such requests to Client for disposition, and required documentation shall be provided to Client by Emergicon at no additional cost to Client.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials and other documents of a similar type or nature.

d. Any documents, data, records or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the

sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above. Notwithstanding the foregoing, Client and Emergicon understand and agree that documents required to be disclosed by court order, federal or state law, including without limitation, those documents, records or information which are responsive to a request for public information under state or federal law, shall be provided to Client by Emergicon.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Public Information Act for disclosure to the public at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format agreed upon by Emergicon and Client at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no disputed outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client, except as required by Court order or applicable law.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. After termination, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a reasonable per copy price to be established by Emergicon from time to time and applicable to all customers.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge Client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of three (3) years, and will automatically renew for two (2) successive terms of one (1) year each unless terminated hereunder.

b. This Agreement may be terminated upon the expiration of its then-current term, with or without cause, by either party, upon written notice to the other party, given no later than thirty (30) days prior to the expiration of the then-current term or as otherwise expressly provided herein.

c. This Agreement may be terminated by Emergicon or Client immediately upon written notice to the other Party for any of the following reasons:

i. If either Party makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If either Party loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If either Party fails to perform any of its responsibilities as set forth in this Agreement, fails to pay the other Party as set forth herein within thirty (30) days of the date such payment becomes due or such other time period as expressly provided herein, takes any actions which either Party reasonably determines to be illegal or non-compliant with law or with this Agreement, or fails to cooperate in any way that prevents, impedes, obstructs or delays either Party in the performance of its respective obligations hereunder as set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination, unless Client declines that service from Emergicon by providing written notice to Emergicon. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by Emergicon on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all invoices are due and payable by each Party to the other Party within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contract, Zone Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or

investigation and may charge Client a reasonable fee for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name of Client and forwarded monthly to Client or deposited into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to six percent (6%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%).

b. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

c. If Client instructs Emergicon to continue to pursue Patient Pay accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

d. The fees payable by Client to Emergicon shall be invoiced to Client on a monthly basis and shall be calculated in accordance with the receipts report generated by Emergicon and the terms of this Agreement.

e. Emergicon shall submit invoices to Client on a monthly basis. Invoices are to be paid by Client within thirty (30) days of the invoice date.

f. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall also be credited or refunded to Client in accordance with the provisions of this Agreement.

g. The rates set forth by Emergicon to be charged to Client for Specialized Professional Services rendered are subject to change by Emergicon upon thirty (30) days written notice to Client.

h. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, only to the extent allowed by law, Client shall hold harmless, indemnify and defend Emergicon and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any act or omission on the part of Client or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any act or omission on the part of Emergicon or its agents, servants, volunteers, contractors, or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than \$1,000,000. Emergicon shall provide proof of such coverage to Client upon execution of this Agreement and thereafter upon within ten (10) days of written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon shall not exceed any amounts paid to Emergicon by Client under this Agreement for any disputed billing performed by Emergicon on behalf of Client.

e. Where any provision of this Agreement obligates Client to defend, release, indemnify and/or hold harmless Emergicon, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to Emergicon and to its employees, owners, agents, contractors, attorneys, consultants, accountants and servants. Notwithstanding the foregoing, Emergicon understands and agrees that City's obligations to indemnify Emergicon under this Agreement are only to the extent allowed by law based upon City's status as a governmental body under the Texas Constitution, and Emergicon expressly acknowledges that no such limitation or qualification is applicable to Emergicon's obligation to defend, indemnify, release and/or hold harmless City in the under the terms of this Agreement.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation, subpoena, or Court order. For purposes of this Agreement, “proprietary information” shall include, but not be limited to, , information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information. The Parties understand and agree that any determination regarding whether “proprietary information” or “confidential” (as defined or deemed under this Agreement) may lawfully be withheld may be subject to review by the Texas Attorney General or by a Court of proper jurisdiction, and disclosure to either the Texas Attorney General or a Court for purposes of determining whether disclosure is required shall not be considered a breach of confidentiality.

13. HIPAA Business Associate Assurances. Emergicon agrees to appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Client in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

a. General Provisions

i. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

ii. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

iii. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

b. Obligations of Emergicon

Emergicon agrees that it will:

i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

ii. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

iii. Report to Client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Client without unreasonable delay but in no case later than 60 days after discovery of the breach;

iv. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon agree to the same restrictions, conditions, and requirements that apply to Emergicon with respect to such information;

v. Make PHI in a designated record set available to Client and to an individual who has a right of access in a manner that satisfies Client's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

vi. Make any amendment(s) to PHI in a designated record set as directed by Client, or take other measures necessary to satisfy Client's obligations under 45 CFR §164.526;

vii. Maintain and make available information required to provide an accounting of disclosures to Client or an individual who has a right to an accounting within 60 days and as necessary to satisfy Client's obligations under 45 CFR §164.528;

viii. To the extent that Emergicon is to carry out any of Client's obligations under the HIPAA Privacy Rule, Emergicon shall comply with the requirements of the Privacy Rule that apply to Client when it carries out that obligation;

ix. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon and Client's compliance with HIPAA and the HITECH Act;

x. Restrict the use or disclosure of PHI if Client notifies Emergicon of any restriction on the use or disclosure of PHI that Client has agreed to or is required to abide by under 45 CFR §164.522; and

xi. If Client is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon agrees to assist Client in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Client's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Client agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Client of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Client of any threat of identity theft as a result of the incident.

c. Permitted Uses and Disclosures by Emergicon

The specific uses and disclosures of PHI that Emergicon may make on behalf of Client include:

i. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the Services provided by Client to its patients, as set forth in this Agreement;

ii. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

iii. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Client to its patients or to appeal denials of payment for the same; and

iv. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the Services that Emergicon has been agreed to perform on behalf of Client, as set forth in this Agreement.

d. Termination

i. Notwithstanding the termination provisions set forth in Paragraph 7 of this Agreement, Client may terminate this Agreement immediately if Client determines that Emergicon has violated a material term of the HIPAA Business Associate Assurances set forth in this Paragraph 13.

ii. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate this Agreement, according to the provisions set forth in Paragraph 7 of this Agreement.

iii. Upon termination of this Agreement for any reason and upon the written request of Client and pursuant to the other terms and conditions set forth in this Agreement, Emergicon shall return to Client or destroy all PHI received from Client, or created, maintained, or received by Emergicon on behalf of Client that Emergicon still maintains in any form. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

14. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities. Emergicon expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Emergicon's personnel are appropriately licensed and/or certified to furnish the services provided by Emergicon. Emergicon agrees to defend, indemnify and hold harmless Client from any and all claims, damages and losses in the event that Emergicon breaches its obligation under this paragraph to operate in compliance with state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Only to the extent allowed by law, Client agrees to defend, indemnify and hold harmless Emergicon from any and all claims, damages and losses in the event that Client sends accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice, agrees to notify the other party within fifteen (15) days of becoming aware and such notice shall be in writing.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

f. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

15. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint venturers or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of either party to any entity for any debts, liabilities or obligations incurred by or on behalf of the other party hereto.

16. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

17. Assignment. This Agreement may not be assigned by Emergicon to any successors or assigns of Emergicon without the express written consent of Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns in accordance with this section.

18. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon:
Emergicon, LLC.
PO Box 180446
Dallas, TX 75218
Fax: (903) 887-1863

Client:
City of Murphy
206 N. Murphy Road
Murphy, TX 75094
Attention: Fire Department
Fax: (972) 468-4323

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this 1st day of October, 2016, by and between Emergicon, LLC, a Texas business corporation, and City of Murphy (“Client”).

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to exclusively perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such exclusive appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, “Required Documentation” shall consist of prehospital patient care reports (PCRs) (also referred to as “trip sheets” or “run reports”), physician certification statements (PCSs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as “assignment of benefits form” or “signature form”), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon’s understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing at no cost to Client. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges, which charges shall not include any amounts due to Emergicon under this Agreement.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept.

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

- b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.
- c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;
- d. Accept reassignment of any benefits payable to Client;
- e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.
- g. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies. Client bears the exclusive responsibility for the submission of such form and any fees that may be associated with the submission of such forms. Upon specific written request from Client, Emergicon may agree to assist with such form submission and/or revalidation of Medicare, Medicaid or other insurer provider enrollment forms, provided that the responsibility for actual submission and all fees associated with the forms shall be borne exclusively by Client and paid prior to submission of these forms by Emergicon.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

- a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name and Address, Date of Birth, Date of Service, Patient Medical Condition, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate based upon the information provided to Client. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements, and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents ~~and warrants~~ that any such documentation is complete and accurate based upon information that has been provided to Client, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client. ~~and, notwithstanding any other term or provision of this Agreement, Client will defend, indemnify and hold harmless Emergicon for any billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.~~

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents ~~and warrants~~ that it will not forward accounts for processing by Emergicon ~~if the account is ineligible for payment or reimbursement, or~~ if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines. e.

In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription or membership program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, however, only to the extent allowed by law, Client agrees to defend, indemnify and hold harmless Emergicon in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS form on all trips where required by law and provide copies of all PCS forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than thirty (30) days prior to the effective date of said changes.

k. Report all payments made directly to Client within ~~twenty-four (24) hours~~three (3) business days of Client's receipt of same.

1. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon and Client agree that deems such training is-to-be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMESIS format to Emergicon, Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as agreed upon by and in conjunction with Emergicon information technology personnel, representatives or contractors.

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon ("Client-Provided Records"). Emergicon does not act as Client's records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon shall forward such requests to Client for disposition, and required documentation shall be provided to Client by Emergicon at no additional cost to Client.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials and other documents of a similar type or nature.

d. Any documents, data, records or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary

records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above. Notwithstanding the foregoing, Client and Emergicon understand and agree that documents required to be disclosed by court order, federal or state law, including without limitation, those documents, records or information which are responsive to a request for public information under state or federal law, shall be provided to Client by Emergicon.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Public Information Act for disclosure to the public applicable law at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format ~~acceptable agreed upon by~~ Emergicon and Client at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no disputed outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client, except as required by Court order or applicable law.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. ~~After termination, Notwithstanding any other provisions of this Agreement to the contrary,~~ Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a reasonable per copy price to be established by Emergicon from time to time and applicable to all customers.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge Client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated upon the expiration of its then-current term, with or without cause, by either party, upon written notice to the other party, given no later than thirty (30) days prior to the expiration of the then-current term.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its specialized professional services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon ~~reasonably, in its sole discretion,~~ determines to be ~~unethical, illegal or immoral or~~ non-compliant with law or with this Agreement, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination, unless Client declines that service from Emergicon by providing written notice to Emergicon. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by Emergicon on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contract, Zone Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement. Emergicon shall refund to Client all money paid to Emergicon by Client based upon the overpayment amount. Such payments shall be made to Client within fifteen (15) days of demand by Client.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name of Client and forwarded monthly to Client or deposited into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to six percent (6%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) charged directly to the payer utilizing the credit card.

b. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

c. If Client instructs Emergicon to continue to pursue Patient Pay accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

d. The fees payable by Client to Emergicon shall be ~~calculated and~~ invoiced to Client on a ~~periodic-monthly~~ basis and shall be calculated established by Emergicon in accordance with the receipts report generated by Emergicon and the terms of this Agreement.

e. Emergicon shall submit invoices to Client on a ~~periodic-monthly~~ basis established by Emergicon. Invoices are to be paid by Client within thirty (30) days of the invoice date. Emergicon reserves the right to add simple interest at an annual rate of 18%, compounded daily or the maximum amount allowed by law, whichever is less, on all where Emergicon has not received payment within thirty (30) days of the date of its invoice.

f. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client.

g. The rates set forth by Emergicon to be charged to Client for Specialized Professional Services rendered are subject to change by Emergicon upon thirty (30) days written notice to Client.

~~h. In the event that Client does business in a jurisdiction in which applicable law prohibits the compensation of a billing agent on a percentage of collections basis, Client shall pay Emergicon a flat fee of \$_____ per trip, to be invoiced at the time of billing. This flat fee shall apply only to those accounts for which applicable law prohibits payment on a percentage of collections basis.~~

i. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, only to the extent allowed by law, Client shall hold harmless, indemnify and defend Emergicon and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any act or omission on the part of Client or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any ~~willful or grossly negligent misconduct act or omission on the part of~~ of any Emergicon or its agents, servants, volunteers, contractors, ~~or employees and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.~~ This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than \$1,000,000. Emergicon shall provide proof of such coverage to Client upon execution of this Agreement and thereafter upon within ten (10) days of ~~reasonable~~ written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement.

~~Any liability of Emergicon shall not exceed any amounts paid to Emergicon by Client under this Agreement for any disputed billing performed by Emergicon on behalf of Client.~~

e. Where any provision of this Agreement obligates Client to defend, indemnify and/or hold harmless Emergicon, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to Emergicon and to its employees, owners, agents, contractors, attorneys, consultants, accountants and servants. Notwithstanding the foregoing, Emergicon understands and agrees that City's obligations to indemnify Emergicon under this Agreement are only to the extent allowed by law based upon City's status as a governmental body under the Texas Constitution, and no such limitation or qualification is applicable to Emergicon's obligation to defend, indemnify, release or hold harmless City in th under the terms of this Agreement.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation, ~~or~~ subpoena, or Court order. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information. The parties understand and agree that any determination regarding whether "proprietary information" as defined under this Agreement may lawfully be withheld may be subject to review by the Texas Attorney General or by a Court of proper jurisdiction, and disclosure to either the Texas Attorney General or a Court for purposes of determining whether disclosure is required shall not be considered a breach of confidentiality.

13. HIPAA Business Associate Assurances. Emergicon agrees to appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Client in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

a. General Provisions

i. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

ii. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

iii. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

b. Obligations of Emergicon

Emergicon agrees that it will:

i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

ii. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

iii. Report to Client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Client without unreasonable delay but in no case later than 60 days after discovery of the breach;

iv. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon agree to the same restrictions, conditions, and requirements that apply to Emergicon with respect to such information;

v. Make PHI in a designated record set available to Client and to an individual who has a right of access in a manner that satisfies Client’s obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

vi. Make any amendment(s) to PHI in a designated record set as directed by Client, or take other measures necessary to satisfy Client’s obligations under 45 CFR §164.526;

vii. Maintain and make available information required to provide an accounting of disclosures to Client or an individual who has a right to an accounting within 60 days and as necessary to satisfy Client’s obligations under 45 CFR §164.528;

viii. To the extent that Emergicon is to carry out any of Client’s obligations under the HIPAA Privacy Rule, Emergicon shall comply with the requirements of the Privacy Rule that apply to Client when it carries out that obligation;

ix. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon and Client’s compliance with HIPAA and the HITECH Act;

x. Restrict the use or disclosure of PHI if Client notifies Emergicon of any restriction on the use or disclosure of PHI that Client has agreed to or is required to abide by under 45 CFR §164.522; and

xi. If Client is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon agrees to assist Client in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Client’s Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Client agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Client of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Client of any threat of identity theft as a result of the incident.

c. Permitted Uses and Disclosures by Emergicon

The specific uses and disclosures of PHI that Emergicon may make on behalf of Client include:

- i. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the Services provided by Client to its patients, as set forth in this Agreement;
- ii. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
- iii. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Client to its patients or to appeal denials of payment for the same; and
- iv. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the Services that Emergicon has been agreed to perform on behalf of Client, as set forth in this Agreement.

d. Termination

i. Notwithstanding the termination provisions set forth in Paragraph 7 of this Agreement, Client may terminate this Agreement immediately if Client determines that Emergicon has violated a material term of the HIPAA Business Associate Assurances set forth in this Paragraph 13.

ii. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate this Agreement, according to the provisions set forth in Paragraph 7 of this Agreement, ~~if feasible~~.

iii. Upon termination of this Agreement for any reason and upon the written request of Client and pursuant to the other terms and conditions set forth in this Agreement, Emergicon shall return to Client or destroy all PHI received from Client, or created, maintained, or received by Emergicon on behalf of Client that Emergicon still maintains in any form. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

14. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities. Emergicon expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Emergicon's personnel are appropriately licensed and/or certified to furnish the services provided by Emergicon. Emergicon agrees to defend, indemnify and hold harmless Client from any and all claims, damages and losses in the event that Emergicon breaches its obligation under this paragraph to operate in compliance with state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by

Client. Only to the extent allowed by law. Client agrees to defend, indemnify and hold harmless Emergicon from any and all claims, damages and losses in the event that Client sends accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice, agrees to notify the other party within fifteen (15) days of becoming aware and such notice shall be in writing. so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

f. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

15. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of ~~Emergicon either party~~ to any entity for any debts, liabilities or obligations incurred by or on behalf of the ~~Client other party hereto.~~

16. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all

appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

17. Assignment. This Agreement may not be assigned by Emergicon to any successors or assigns of Emergicon without the express written consent of Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns in accordance with this section.

18. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon:
Emergicon, LLC.
PO Box 180446
Dallas, TX 75218
Fax: (903) 887-1863

Client:
City of Murphy
206 N. Murphy Road
Murphy, TX 75094
Attention: Fire Department

19. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon. ~~Client expressly agrees that in the event of a breach of this provision, Emergicon shall be entitled to a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.~~

b. ~~During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.~~

20. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Dallas, Texas. ~~Client expressly agrees to personal jurisdiction and venue in any such court.~~

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into by and between Emergicon, LLC, a Texas corporation ("Emergicon"), and the City of Murphy, Texas hereto (the "Provider").

RECITALS

WHEREAS, Emergicon provides billing and collections services, and other support services (the "Services") to local government agencies, municipalities, fire departments, ambulance providers, and medical emergency services;

WHEREAS, Provider, as part or all of its overall activities, provides emergency and/or non-emergency medical and ambulance services, including emergency medical responses, and other patient encounters and/or patient ambulance transportation (the "Ambulatory Services"); and

WHEREAS, Provider is desirous of obtaining the Services of Emergicon.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE ONE

TERM AND TERMINATION

1.1 Term. Subject to the terms and conditions set forth herein and except as provided in Section 1.02, the initial term of this Agreement shall be for a period of three (3) years from the date of this Agreement (such initial term, together with all extensions thereof, shall be referred to herein as the "Term"). This Agreement may be renewed at the end of the current Term for two additional one (1) year periods.

1.2 Termination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party, without cause and without liability (except for continuing obligations during such period), upon thirty (30) days advance written notice to the other party.

1.3 Obligations during Notice Period. During the 30-day notice period specified in Sections 1.02, Emergicon shall be entitled to receive compensation for all Accounts (as defined in Section 2.01) billed and collected with respect to the Services and for all other activities performed pursuant to this Agreement, and shall be entitled, after the end of the termination period to receive compensation for all amounts billed during the termination period but not collected until after the end of the termination period.

1.4 Obligations on Termination. Upon termination of the Agreement, for whatever cause, Emergicon will immediately return all original medical records to Provider and shall, at Emergicon's sole discretion, provide to Provider a digital copy all records related to Provider.

1.5 Mailing of Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by telegram

or fax or ~~forty eight (48) hours~~ three days after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed as follows:

- (a) If to the Provider:
 City of Murphy
 206 N. Murphy Road
 Murphy, Texas 75094
 Attention: ~~City Manager~~ Fire Department
 Fax: 972-468-4323

If to Emergicon:

Emergicon, LLC
 PO Box 180446
 Dallas, Texas 75218
 Attention: Christopher Turner
 Fax: ~~214-328-0749~~ 903-887-1863

Each party shall be entitled to specify a different address by giving five days' written notice to the other party. All such notices and communications shall be deemed to be received the same day if by fax (provided the sender has a fax machine/fax database generated proof of receipt) and in three (3) business days if by mail.

ARTICLE TWO

BILLING & COLLECTIONS

2.1 Billing. During the Term, Emergicon shall be responsible for the billing of charges and fees relating to the Services as directed by and provided by Provider, including, but not limited to, private insurance, Medicare, Medicaid, and other governmental programs relating to:

- (a) patient encounters that occur during the Term; and
 (b) other patient encounters forwarded to Emergicon for billing.

(Note: each set of such charges and fees for the Services related to an individual patient encounter may be referred to herein as an "Account" or, collectively, the "Accounts").

2.2 Compensation. In consideration for Emergicon providing the Provider with the agreed upon billing services described in this article, the Provider will pay Emergicon Five Percent ~~(5%)~~ ~~(6%)~~ and an additional 2% charged for credit card payments of the total amount collected on the account. The fee will be payable monthly within 30 days of receipt of invoice.

2.3 Collection Efforts.

a) If active collection efforts with respect to any account have been unsuccessful for 120 days or more, Emergicon shall have the right to terminate collection efforts with respect to such account and close the account as an unpaid debt. In addition, Emergicon may terminate or suspend collection efforts if Provider has supplied Emergicon with incomplete or inaccurate

patient information. In either event, Emergicon shall upon termination or suspension, immediately forward to Provider all records of Emergicon collection efforts, at no charge to Provider, and cease all collection activity.

b) If Provider instructs Emergicon to continue collection efforts on an account after previous efforts have been unsuccessful for 120 days, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: ~~20%~~18% of the total amount collected on the account.

c) If Provider instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: 22% of the total amount collected on the account.

All fees shall be payable monthly within thirty (30) days of receipt of invoice.

2.4 Records of Patient Encounters.

(a) Emergicon shall use its reasonable best efforts to bill all Accounts within three (3) business days of such patient encounter. Such records shall be deemed to be the property of Provider, but Emergicon shall have the right to duplicate and retain paper or electronic copies of the records. If the records exist only in electronic form, each electronic copy shall be deemed to be an original for the purposes of this Agreement. Provider shall have no obligation to forward original medical records during the 30-day notice period regarding termination as set forth in Paragraph 1.02.

(b) Provider acknowledges that Emergicon has no responsibility for complying with all provisions of Title 42 C.F.R. Section 410.40 which states, in part, that an ambulance service bears the responsibility for obtaining Physician Certification Statements ("PCS's"). Provider further understands and concurs that Emergicon is neither an ambulance service nor an ambulance provider within the definitions as set forth by the Centers for Medicare and Medicaid Services.

2.5 Activity Reports. Emergicon shall provide to Provider summary and detail monthly reports of all billing activities that occurred during the preceding month as requested by the Provider by the fifth (5th) business day of the month.

2.6 Information Received by Provider. To the extent that Provider receives payments or original copies of documentation directly, Provider shall forward to Emergicon copies of checks, Explanations of Benefits and/or other documentation within five (5) days of the date of receipt of payment by Provider.

2.7 Support Services. Emergicon will provide patients and personnel of Provider with telephone support services during normal business hours (Monday - Friday from 9:00 a.m. to 5:00 p.m.) except on public holidays or other holidays as established by Emergicon.

2.8 Obligation for Payment. Payment in accordance with this Article Two shall be due and owing to Emergicon by Provider for all Accounts collected during the Term and collected after the Term but billed during the Term by Emergicon regardless of whether payment was made to Emergicon or to Provider. Emergicon and Provider agree that the purpose of this

Section is to guarantee that Emergicon is the only provider engaging in billing services on behalf of Provider.

ARTICLE THREE

INDEMNIFICATION AND FIDELITY BOND

3.1 Emergicon's Indemnification. Emergicon shall indemnify and hold harmless Provider from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Emergicon's performance of activities pursuant to this Agreement, but only to the extent caused by the willful misconduct or the negligent acts or omissions of Emergicon. The indemnification provided for herein shall not be applicable to any claim of adjustment or request for reimbursement made by an insurance company or any servicing agency for Medicare or Medicaid that may be made as the result of an audit of claims made or governmental regulations or laws, including Emergicon's fees charged, except for any adjustments or claims for reimbursement made as a direct result of Emergicon's error.

~~3.2 Fidelity Bond. Emergicon shall keep and maintain during the term of this Agreement a fidelity bond with a qualified insurer of no less than \$10,000.00.~~

~~3.3.2~~ Insurance. Emergicon shall keep and maintain during the term of this Agreement EITOrs & Omissions Liability insurance with a qualified insurer of no less than \$1,000,000.00.

ARTICLE FOUR

CONFIDENTIALITY

4.1 Property of Emergicon. Provider agrees that Emergicon's equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of Emergicon, and that Provider will not release any information regarding such trade secrets to any third party without the prior written consent of Emergicon.

4.2 Fact of Contractual Relationship May Be Disclosed. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

ARTICLE FIVE

AUDITS

5.1 Accurate Books and Records. During the Term and for a period of three (3) years thereafter, each party agrees to maintain accurate books and records associated with the billing and collections made the subject of this Agreement.

~~5.2 Right to Audit.~~ Upon reasonable written notice, either party may audit the books and records of the other party insofar and only insofar as such books and records relate or pertain directly to this Agreement. Such audit shall be conducted at the office of the party being audited, shall be during normal business hours, and ~~shall be at the sole cost and expense of the party conducting the audit.~~ Emergicon will charge client for audit support services. Rate to be established.

5.3 ~~Penalty for Underpayment~~. If an audit reveals that a party has failed to pay any amount or portion of any amount due or payable under this Agreement and such amount is in excess of Twenty Thousand Dollars (\$20,000.00), the party being audited shall pay to the auditing party the full cost of the audit and the full amount due or payable plus interest at the rate of ten percent (10%) per annum from the date(s) of non-payment.

ARTICLE SIX

PROTECTED HEALTH INFORMATION

6.1 HIPAA Compliance. Emergicon shall carry out obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this Agreement. In conformity therewith, Emergicon agrees that it shall:

- (a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
- (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
- (c) Mitigate, to the extent practicable, any harmful effect that is known to Emergicon of a use or disclosure of PHI by Emergicon in violation of this Agreement;
- (d) Report to Provider any use or disclosure of PHI not provided for by this Agreement of which Emergicon becomes aware;
- (e) Ensure that agents or subcontractors to whom Emergicon provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Emergicon with respect to such PHI;
- (f) Make PHI available to Provider and to the individual who has a right of access as required under HIPAA within ten (10) days of the request by Provider on behalf of the individual;
- (g) Incorporate any amendments to PHI when notified to do so by Provider;
- (h) Provide an accounting of all uses or disclosures of PHI made by Emergicon as required under the HIPAA privacy rule within sixty (60) days; and
- (i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon's and Provider's compliance with HIPAA.

6.2 HIPAA Disclosures. The specific uses and disclosures of PHI that may be made

by Emergicon on behalf of Provider include:

- (a) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Provider to its patients;
- (b) Preparation of reminder notices and documents pertaining to collections of overdue Accounts;
- (c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Provider to its patients or to appeal denials of payments for same;
- (d) The preparation and release of medical records to patients or their legal representatives as permitted by HIPAA privacy rule;
- (e) Uses required for the proper management of Emergicon as a business associate; and
- (f) Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

ARTICLE SEVEN

MISCELLANEOUS

7.0 No Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

7.2 Provisions Construed Separately. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that any term or provision herein shall be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and shall be interpreted as if the invalid term or provision were not a part hereof.

7.3 Final Agreement. This Agreement sets forth the entire, final and complete understanding between the parties hereto relevant to the subject matter of this Agreement. No waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed on behalf of both parties.

7.4 Performance of Agreement, Venue; Choice of Law. Provider understands and agrees that Emergicon will be performing this contract in Dallas County, Texas. The venue for any disputes or causes of action that may arise out of this Agreement is the state and county courts located in Dallas County, Texas. The provisions of this Agreement shall be determined in accordance with the laws of the State of Texas excluding the choice of law provisions thereof.

7.5 Headings. The headings of this Agreement are for ease of reference only and are

not intended to limit or restrict the terms hereof.

7.6 Binding Nature of Agreement. This Agreement is binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.7 Compliance with Laws Generally. Emergicon shall comply with all applicable laws, orders, rules, or regulations of all governmental agencies bearing on its performance hereunder. If so requested by Provider, Emergicon shall submit appropriate evidence of such compliance.

7.8 Independent Contractor. It is understood and agreed that Emergicon is an independent contractor. Nothing herein contained shall be construed to create any partnership, joint venture, or joint enterprise between the parties.

7.9 Non-Profit Status Determination Letter. If Provider is a not-for-profit entity, Provider shall provide a duplicate of its letter determining its not-for-profit status with the Internal Revenue Service. In providing such letter, Provider further represents and warrants to Emergicon that it has done every act necessary to maintain its not-for-profit status with the Internal Revenue Service and is not aware of any pending, threatened or actual revocation of its not-for-profit status.

7.10 Appendices. Emergicon and Provider may enter into various appendices to this Agreement from time to time and at any time regarding additional services. Such appendices shall be considered part of this Agreement as if set forth herein at length unless such appendix provides otherwise.

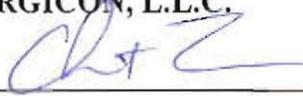
7.11 Assignment. Neither party shall assign or otherwise transfer this Agreement, any interest in this Agreement, or any right or obligation hereunder to any other party without the written consent of the other party.

7.12 Attorneys' Fees. Should it become necessary for either party to employ an attorney to enforce any of the terms and conditions hereof, including the collection of fees, either party shall do so at their sole cost and expense.

[SIGNATURE PAGE FOLLOWS]

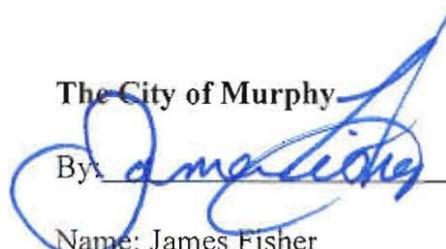
IN WITNESS WHEREOF, Emergicon and the Provider have executed this Agreement on the _____ day of _____ 20__

EMERGICON, L.L.C.

By:  _____

Name: Christopher Turner
Title: President & CEO

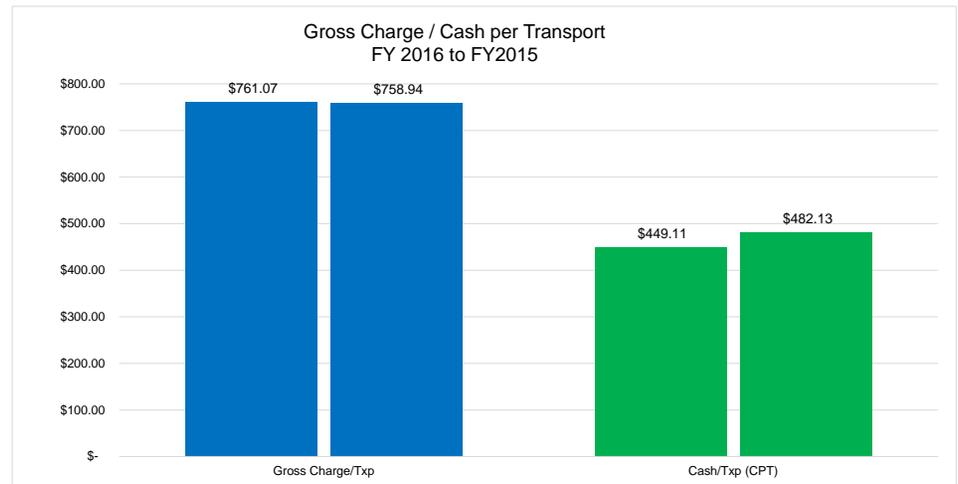
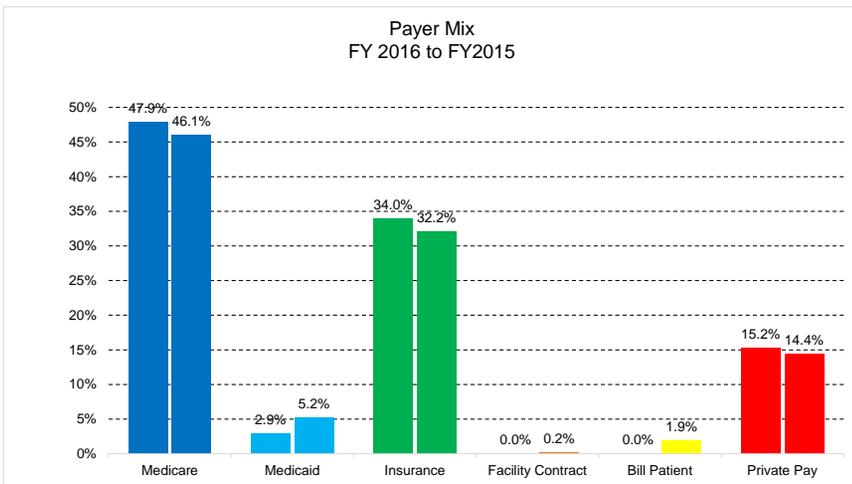
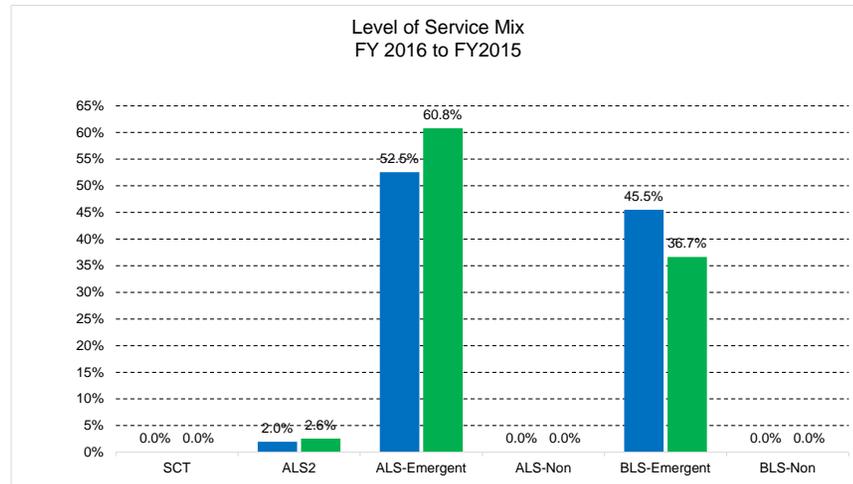
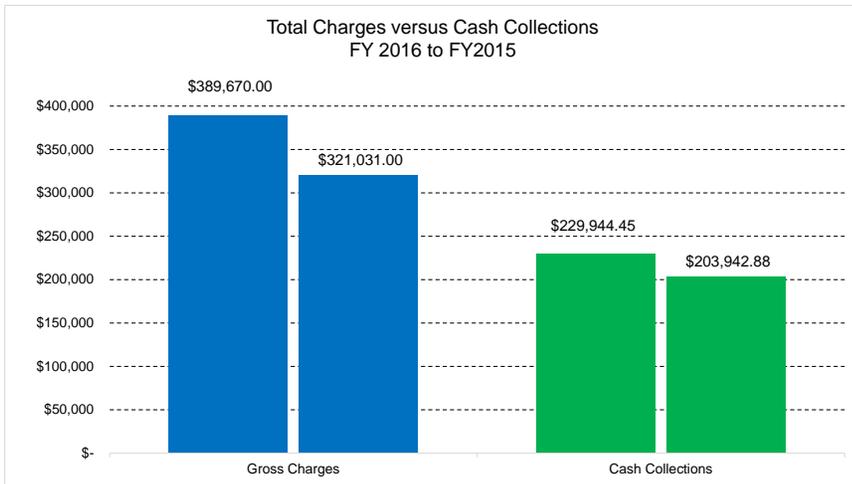
The City of Murphy

By:  _____

Name: James Fisher
Title: City Manager



The City of Murphy
 EMS Billing Collections
 Management Summary - FY2016





The City of Murphy
EMS Collections - FY2016

	Murphy												
	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16	Jul 16	Aug 16	Sep 16	FY16
Gross Charges	\$ 37,260.00	\$ 31,358.00	\$ 33,187.00	\$ 36,390.00	\$ 35,900.00	\$ 24,435.00	\$ 40,885.00	\$ 32,175.00	\$ 26,359.00	\$ 31,925.00	\$ 27,929.00	\$ 31,867.00	\$ 389,670.00
Cash Collections	\$ 16,588.10	\$ 14,617.05	\$ 22,952.87	\$ 22,131.92	\$ 21,776.11	\$ 20,944.87	\$ 17,384.70	\$ 19,904.80	\$ 23,702.41	\$ 14,586.54	\$ 19,999.92	\$ 15,355.16	\$ 229,944.45
Gross Charge/Txp	\$ 690.00	\$ 804.05	\$ 737.49	\$ 827.05	\$ 815.91	\$ 678.75	\$ 771.42	\$ 784.76	\$ 753.11	\$ 798.13	\$ 734.97	\$ 741.09	\$ 761.07
Cash/Txp (CPT)	\$ 307.19	\$ 374.80	\$ 510.06	\$ 503.00	\$ 494.91	\$ 581.80	\$ 328.01	\$ 485.48	\$ 677.21	\$ 364.66	\$ 526.31	\$ 357.10	\$ 449.11
Collection Rate	44.5%	46.6%	69.2%	60.8%	60.7%	85.7%	42.5%	61.9%	89.9%	45.7%	71.6%	48.2%	59.0%

	Payor Mix												
Medicare	40.7%	48.7%	44.4%	43.2%	47.7%	52.8%	49.1%	43.9%	45.7%	50.0%	52.6%	58.1%	47.9%
Medicaid	3.7%	7.7%	4.4%	4.5%	4.5%	0.0%	1.9%	2.4%	2.9%	0.0%	0.0%	2.3%	2.9%
Insurance	37.0%	38.5%	35.6%	45.5%	34.1%	30.6%	35.8%	41.5%	25.7%	25.0%	28.9%	25.6%	34.0%
Facility Contract	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Bill Patient	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Private Pay	18.5%	5.1%	15.6%	6.8%	13.6%	16.7%	13.2%	12.2%	25.7%	25.0%	18.4%	14.0%	15.2%
	54	39	45	44	44	36	53	41	35	40	38	43	512

	Level of Service												
SCT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ALS2	1.9%	2.6%	0.0%	2.2%	0.0%	0.0%	1.9%	0.0%	8.8%	0.0%	0.0%	7.1%	2.0%
ALS-Emergent	50.9%	46.2%	55.6%	57.8%	54.3%	23.5%	63.5%	73.2%	50.0%	58.5%	55.3%	33.3%	52.5%
ALS-Non	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
BLS-Emergent	47.2%	51.3%	44.4%	40.0%	45.7%	76.5%	34.6%	26.8%	41.2%	41.5%	44.7%	59.5%	45.5%
BLS-Non	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Jul 15	Aug 15	Sep 15	FY15
Gross Charges	\$ 29,790.00	\$ 29,585.00	\$ 27,762.00	\$ 30,800.00	\$ 25,740.00	\$ 29,555.00	\$ 24,675.00	\$ 25,519.00	\$ 25,895.00	\$ 31,300.00	\$ 21,925.00	\$ 18,485.00	\$ 321,031.00
Cash Collections	\$ 18,461.19	\$ 13,723.98	\$ 16,402.86	\$ 20,972.68	\$ 16,639.70	\$ 18,630.59	\$ 14,672.73	\$ 15,808.90	\$ 21,405.54	\$ 18,580.08	\$ 16,573.02	\$ 12,071.61	\$ 203,942.88
Gross Charge/Txp	\$ 827.50	\$ 721.59	\$ 730.58	\$ 789.74	\$ 757.06	\$ 738.88	\$ 822.50	\$ 750.56	\$ 719.31	\$ 745.24	\$ 756.03	\$ 770.21	\$ 758.94
Cash/Txp (CPT)	\$ 512.81	\$ 334.73	\$ 431.65	\$ 537.76	\$ 489.40	\$ 465.76	\$ 489.09	\$ 464.97	\$ 594.60	\$ 442.38	\$ 571.48	\$ 502.98	\$ 482.13
GOAL	\$ 475.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00								
Collection Rate	62.0%	46.4%	59.1%	68.1%	64.6%	63.0%	59.5%	61.9%	82.7%	59.4%	75.6%	65.3%	63.5%

	Payor Mix												
Medicare	36.1%	31.7%	57.9%	48.7%	41.2%	62.5%	50.0%	41.2%	47.2%	57.1%	41.4%	29.2%	46.1%
Medicaid	8.3%	7.3%	2.6%	7.7%	5.9%	5.0%	6.7%	5.9%	0.0%	2.4%	3.4%	8.3%	5.2%
Insurance	27.8%	31.7%	28.9%	30.8%	44.1%	15.0%	40.0%	32.4%	38.9%	26.2%	37.9%	41.7%	32.2%
Facility Contract	0.0%	0.0%	0.0%	2.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%
Bill Patient	5.6%	9.8%	0.0%	2.6%	2.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.9%
Private Pay	22.2%	19.5%	10.5%	7.7%	5.9%	17.5%	3.3%	20.6%	13.9%	14.3%	17.2%	20.8%	14.4%
	36	41	38	39	34	40	30	34	36	42	29	24	423

	Level of Service												
SCT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ALS2	5.6%	0.0%	0.0%	0.0%	0.0%	2.4%	3.3%	5.9%	5.4%	6.8%	0.0%	0.0%	2.6%
ALS-Emergent	38.9%	52.6%	65.0%	54.8%	74.2%	73.8%	60.0%	61.8%	73.0%	61.4%	50.0%	63.0%	60.8%
ALS-Non	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
BLS-Emergent	55.6%	47.4%	35.0%	45.2%	25.8%	23.8%	36.7%	32.4%	21.6%	31.8%	50.0%	37.0%	36.7%
BLS-Non	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TNT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%



10/04/16

Performance Analysis (Web Report)_2

Date Of Service	GreaterThanOrEqual	01/01/2000
Date Of Service	LessThanOrEqual	09/30/2016
Company	Equal	48 Murphy

48 Murphy

TRANSPORT MONTH	TRIPS BILLED	CHARGES BILLED	CONT. ALLOW.	NET CHARGES	MEDICARE CHARGES	MEDICARE PAYMENTS	MEDICAID CHARGES	MEDICAID PAYMENTS	INSURANCE CHARGES	INSURANCE PAYMENTS	PRIVATE PAY CHARGES	PRIVATE PAY PAYMENTS	BILL PATIENT PAYMENTS	TOTAL COLLECTIONS	NET COLLECTIONS PERCENTAGE RATE	COLLECTED / TRIP	BILLED / TRIP
Oct-14	37	\$29,790.00	(\$6,272.04)	\$23,517.96	\$9,700.00	\$4,491.24	\$2,730.00	\$1,572.62	\$4,970.00	\$7,544.39	\$6,700.00	\$25.00	\$1,796.79	\$15,430.04	65.61 %	\$417.03	\$905.14
Nov-14	39	\$30,560.00	(\$4,860.45)	\$25,699.55	\$8,160.00	\$4,278.01	\$2,670.00	\$1,001.27	\$2,505.00	\$11,258.54	\$5,220.00	\$100.00	\$1,787.73	\$18,425.55	71.70 %	\$472.45	\$783.59
Dec-14	37	\$27,887.00	(\$6,080.61)	\$21,806.39	\$13,765.00	\$6,345.34	\$905.00	\$581.55	\$2,595.00	\$8,652.08	\$2,040.00	\$585.00	\$3,077.20	\$19,241.17	88.24 %	\$520.03	\$753.70
Jan-15	42	\$31,175.00	(\$8,140.43)	\$23,034.57	\$12,320.00	\$4,924.75	\$3,550.00	\$1,417.59	\$3,690.00	\$10,697.54	\$2,070.00	\$0.00	\$1,575.76	\$18,615.64	80.82 %	\$443.23	\$742.26
Feb-15	34	\$26,755.00	(\$5,678.18)	\$21,076.82	\$9,470.00	\$4,258.25	\$2,490.00	\$1,257.05	\$4,460.00	\$9,673.03	\$0.00	\$0.00	\$1,821.98	\$17,010.31	80.71 %	\$500.30	\$786.91
Mar-15	42	\$30,590.00	(\$7,566.11)	\$23,023.89	\$18,650.00	\$8,178.84	\$1,805.00	\$989.16	\$2,470.00	\$6,535.46	\$3,300.00	\$0.00	\$1,326.82	\$17,030.28	73.97 %	\$405.48	\$728.33
Apr-15	34	\$27,945.00	(\$5,839.13)	\$22,105.87	\$11,190.00	\$4,910.81	\$1,785.00	\$662.18	\$4,890.00	\$7,245.75	\$760.00	\$0.00	\$5,307.10	\$18,125.84	82.00 %	\$533.11	\$821.91
May-15	36	\$28,799.00	(\$6,614.77)	\$22,184.23	\$11,205.00	\$4,665.38	\$2,785.00	\$1,073.62	\$5,089.00	\$8,913.93	\$3,440.00	\$0.00	\$2,997.17	\$17,650.10	79.56 %	\$490.28	\$799.97
Jun-15	34	\$25,895.00	(\$4,642.61)	\$21,252.39	\$12,900.00	\$6,160.26	\$0.00	\$122.79	\$2,645.00	\$6,887.23	\$2,300.00	\$530.00	\$2,883.62	\$16,583.90	78.03 %	\$487.76	\$761.62
Jul-15	42	\$31,550.00	(\$7,357.15)	\$24,192.85	\$15,690.00	\$7,343.64	\$1,875.00	\$972.26	\$3,490.00	\$6,899.29	\$3,520.00	\$100.00	\$3,238.47	\$18,553.66	76.69 %	\$441.75	\$751.19
Aug-15	31	\$22,400.00	(\$3,296.53)	\$19,103.47	\$8,680.00	\$4,001.45	\$980.00	\$262.02	\$6,730.00	\$8,169.46	\$740.00	\$0.00	\$1,986.34	\$14,419.27	75.48 %	\$465.14	\$722.58
Sep-15	26	\$19,395.00	(\$2,951.95)	\$16,443.05	\$5,480.00	\$2,731.95	\$925.00	\$353.31	\$4,395.00	\$5,774.73	\$2,210.00	\$0.00	\$1,960.77	\$10,820.76	65.81 %	\$416.18	\$745.96
Oct-15	48	\$38,260.00	(\$7,055.55)	\$31,204.45	\$14,880.00	\$7,223.60	\$1,980.00	\$1,027.51	\$1,775.00	\$13,271.32	\$2,660.00	\$119.25	\$2,587.04	\$24,228.72	77.65 %	\$504.77	\$797.08
Nov-15	40	\$31,608.00	(\$7,312.38)	\$24,295.62	\$12,760.00	\$5,797.53	\$2,665.00	\$1,049.82	\$940.00	\$9,954.51	\$3,028.00	\$100.00	\$2,166.11	\$19,067.97	78.48 %	\$476.70	\$790.20
Dec-15	44	\$34,337.00	(\$7,871.46)	\$26,465.54	\$14,632.00	\$6,670.33	\$2,855.00	\$772.09	\$3,250.00	\$11,447.50	\$2,630.00	\$1,157.50	\$1,255.82	\$21,303.24	80.49 %	\$484.16	\$780.39
Jan-16	46	\$36,540.00	(\$7,844.33)	\$28,695.67	\$13,925.00	\$5,204.31	\$2,080.00	\$959.17	\$4,565.00	\$10,516.21	\$2,290.00	\$0.00	\$3,787.12	\$20,466.81	71.32 %	\$444.93	\$794.35
Feb-16	49	\$38,140.00	(\$7,544.88)	\$30,595.12	\$15,110.00	\$6,354.59	\$2,555.00	\$975.19	\$4,425.00	\$10,334.78	\$5,050.00	\$130.00	\$1,469.30	\$19,263.86	62.96 %	\$393.14	\$778.37
Mar-16	34	\$24,865.00	(\$5,146.75)	\$19,718.25	\$12,830.00	\$5,901.48	\$0.00	\$301.60	\$1,605.00	\$5,844.20	\$3,020.00	\$50.00	\$839.93	\$12,937.21	65.61 %	\$380.51	\$731.32
Apr-16	53	\$40,735.00	(\$8,726.96)	\$32,008.04	\$18,100.00	\$8,430.78	\$2,110.00	\$1,179.49	\$6,390.00	\$9,141.33	\$4,580.00	\$100.00	\$1,968.79	\$20,820.39	65.05 %	\$392.84	\$768.58
May-16	41	\$32,775.00	(\$5,452.79)	\$27,322.21	\$12,740.00	\$6,081.07	\$890.00	\$629.94	\$5,690.00	\$11,735.26	\$2,780.00	\$0.00	\$2,342.63	\$20,788.90	76.09 %	\$507.05	\$799.39
Jun-16	34	\$24,679.00	(\$4,529.83)	\$20,149.17	\$9,620.00	\$4,996.45	\$0.00	\$207.33	\$3,415.00	\$6,082.97	\$5,389.00	\$0.00	\$1,635.33	\$12,922.08	64.13 %	\$380.06	\$725.85
Jul-16	44	\$34,090.00	(\$6,004.45)	\$28,085.55	\$15,990.00	\$7,024.77	\$0.00	\$160.80	\$1,825.00	\$8,918.38	\$6,690.00	\$820.00	\$1,497.73	\$18,421.68	65.59 %	\$418.67	\$774.77
Aug-16	38	\$27,649.00	(\$5,870.78)	\$21,778.22	\$13,422.00	\$6,523.11	\$0.00	\$250.84	\$3,509.00	\$2,541.08	\$4,090.00	\$0.00	\$159.35	\$9,474.38	43.50 %	\$249.33	\$727.61
Sep-16	40	\$30,532.00	(\$3,063.42)	\$27,468.58	\$15,452.00	\$3,431.33	\$895.00	\$577.43	\$930.00	\$990.00	\$2,070.00	\$0.00	\$0.00	\$4,998.76	18.20 %	\$124.97	\$763.30
2182	2182	\$1,749,156.36	(\$351,234.02)	\$1,397,922.34	\$633,391.76	\$293,648.89	\$91,749.29	\$45,035.26	\$209,203.30	\$513,509.74	\$235,955.64	\$15,961.34	\$115,798.85	\$983,954.08	70.39 %		

Grand Totals	2182	\$1,749,156.36	(\$351,234.02)	\$1,397,922.34		(\$293,648.89)		(\$45,035.26)		(\$513,509.74)		(\$15,961.34)	(\$115,798.85)	(\$983,954.08)			
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Percent of Total Collected **29.84 %** **4.58 %** **52.19 %** **1.62 %** **11.77 %** **100%**

City Council Meeting
October 18, 2016

Issue

Consider and/ or act on Resolution 16-R-844 to approve the establishing of a new Capital Projects Advisory Committee.

Staff Resource/Department

Susie Quinn, City Secretary

Summary

The proposed resolution will determine the name of the Committee, the number of members and the length of the term of the Committee members.

Background/History

Council named a Capital Projects Advisory Committee by Resolution Number 05-R-507 on August 1, 2005. The Committee was named and completed its term. A new Committee is in the process of being named by Council in November.

Board Discussion/Action

To approve Resolution Number 16-R-844 establishing the name of the Committee, the number of members and the length of the term of the Committee.

Attachments

- 1) Copy of Resolution Number 05-R-507
- 2) Proposed copy of Resolution Number 16-R-844

CITY OF MURPHY, TEXAS**RESOLUTION NO. 05-R-507**

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

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

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

WHEREAS, the City Council finds a committee named the Capital Projects Advisory Committee should be established to study, propose, and prioritize capital projects within the City of Murphy, Texas; and

WHEREAS, the Capital Projects Advisory Committee shall be an advisory committee to City Council.

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

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

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

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

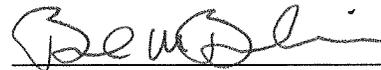
Government Code, as amended. Four (4) of the seven (7) members shall constitute a quorum for the purpose of transaction of business. The Capital Projects Advisory Committee shall keep and maintain minutes of any proceedings held and shall promptly submit the minutes of such proceedings to the City Council.

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

- (a) review priorities of existing capital projects;
- (b) review and prioritize future capital projects;
- (c) make recommendations to the City Council on the priorities of existing and future capital projects; and
- (d) make recommendations to the City Council on future bond programs and grant applications.

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

DULY RESOLVED by the City Council of the City of Murphy, Texas, on this the 1st day of August, 2005.



Bret M. Baldwin, Mayor
City of Murphy

ATTEST:



Aimee Nemer, City Secretary
City of Murphy

APPROVED AS TO FORM AND LEGALITY:

Robert Brown, City Attorney

CITY OF MURPHY, TEXAS

RESOLUTION NO. 16-R-844

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, ESTABLISHING A CAPITAL PROJECTS ADVISORY COMMITTEE *or a different name*; PROVIDING FOR THE COMPOSITION OF THE COMMITTEE; PROVIDING THE PURPOSE OF THE COMMITTEE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

WHEREAS, the City Council finds a committee named the Capital Projects Advisory Committee *or a different name* should be established to study, propose, and prioritize capital projects within the City of Murphy, Texas; and

WHEREAS, the Capital Projects Advisory Committee shall be an advisory committee to City Council.

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

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

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

Section 3. Quorum; Minutes. The Capital Projects Advisory Committee shall conduct its meetings in accordance with the Texas Open Meetings Act, chapter 551 of the Texas Government Code, as amended. _____ of the _____ members shall constitute a quorum for the purpose of transaction of business. The Capital Projects Advisory Committee shall keep and maintain minutes of any proceedings held and shall promptly submit the minutes of such proceedings to the City Council.

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

- (a) review priorities of existing capital projects;
- (b) review and prioritize future capital projects;
- (c) make recommendations to the City Council on the priorities of existing and future capital projects; and
- (d) make recommendations to the City Council on future bond programs and grant applications.

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

DULY RESOLVED by the City Council of the City of Murphy, Texas, on this the 18th day of October, 2016.

Eric Barna, Mayor
City of Murphy

ATTEST:

Susie Quinn, City Secretary
City of Murphy

APPROVED AS TO FORM AND LEGALITY:

Wm. Andrew Messer, City Attorney

**City Council Meeting
October 18, 2016**

Issue

Consider and/ or act on the extension of Sanitary Sewer Service to property located at 1101 N. Murphy Road, aka, the Chalkley Tract.

Staff Resource/Department

Mike Castro, PhD, City Manager

Summary

At the Sep 6, 2016 City Council meeting, Dr. Lorraine Chalkley spoke during citizen comments. Dr. Chalkley's comments related to the provision of sanitary sewer service to her parcel, which is located at the northwest corner of Betsy Lane and N. Murphy Road. City Council instructed staff to look into the matter and provide options for resolution.

Background/History

(see attached briefing)

Board Discussion/Action

Motion to direct staff to develop a plan for the extension of Sanitary Sewer service to property located at 1101 N. Murphy Rd., aka, the Chalkley Tract, as outlined under Scenario No. ____, as presented by staff.

Attachments

1. Background / History of Chalkley Tract Sanitary Sewer Service

Background / History

The tracts owned by Dr. Lorraine Chalkley are located on the northwest corner of the intersection of Betsy Lane and N. Murphy Road. There are two tracts owned by Dr. Chalkley that combine for 9.047 acres. The tracts were annexed into the City of Murphy on August 19, 1996 under the provisions of Ordinance No. 401. At the time of annexation, the city filed a service plan for the subject property. The City Attorney has provided his opinion that the City of Murphy has met the provisions of the original service plan. The subject property is currently zoned AG – Agriculture / Open Space. The 2008 Future Land Use Map designates the subject property as “Neighborhood Retail and Office.”

Dr. Chalkley appeared before council on September 6, 2016. Dr. Chalkley requested that the city extend sanitary sewer to her property. She requested that sewer be extended to incorporate full development of her property. This would require construction of a minimum 8-inch diameter sanitary sewer line, depending on the nature and density of the development. Adequacy of water services would also be dependent on the nature and density of any proposed development. It is possible that development of the property will require an upgrade to water service. The cost estimate for a water service upgrade would necessarily be determined when development documents were submitted to staff. As there is not a specific development proposal before council for consideration, the balance of the current discussion will center on the provision of sanitary sewer service only.

Dr. Chalkley is currently being served through a private sewer service lateral that conveys sewage north from her Veterinary Clinic to a sewer main in the Rolling Ridge Subdivision (Figure 1). As this is a single service residential connection, this line does not appear as a sewer main on city documents / diagrams. The city is unaware of any service / quality issues regarding the provision of sewer service to the property / buildings on site.

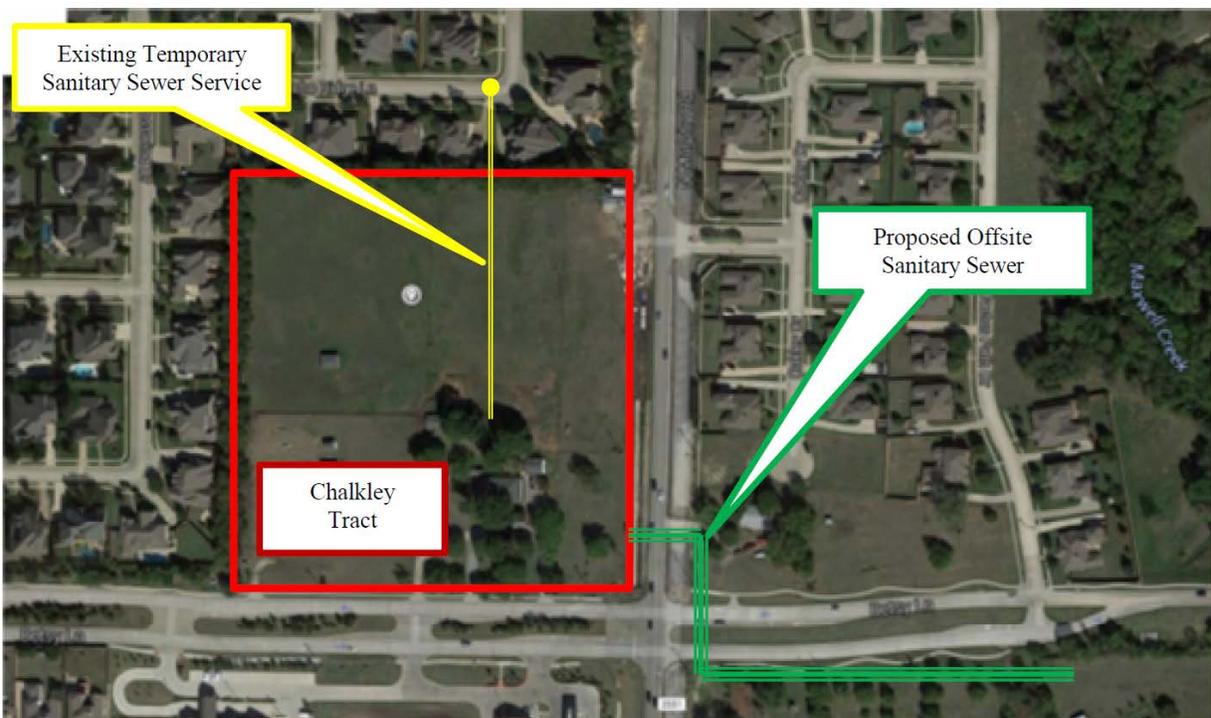


FIGURE 1

To accomplish what Dr. Chalkley seeks would require new construction of a sanitary sewer line to the east of the Chalkley property. The required line would be a minimum of eight inches in diameter and would

extend for approximately 850 linear feet. The line would begin near the southeast corner of the Chalkley tract. The line would traverse both N. Murphy Road and Betsy Lane. The line would run within the Betsy lane right of way, on the southern portion of the city right of way, connecting with an existing manhole in the vicinity of Cactus Path Drive and Betsy Lane. The newly constructed sewer line could potentially serve two other undeveloped properties in the same vicinity. The current projected cost of the line is \$ 130,000.

All parties agree that construction of the sewer line was included in the TxDOT funded expansion of N. Murphy Road. The line was excluded from the construction project at the direction of the previous city manager. In separate conversations, both the previous city manager and city engineer state the reason for exclusion of the sewer line was the refusal of Dr. Chalkley to provide the city with a Utility Easement along the eastern boundary of her property (Figure 2). This easement would have been necessary for construction of the line. In two conversations with Dr. Chalkley, she states that she has provided the city with every easement ever requested of her. I am able to find signed documentation for a relatively small easement in the immediate area of the intersection of Betsy / Murphy. I find no signed documentation relating to the much larger 15-foot utility easement proposed for the eastern boundary of the Chalkley Tract. Dr. Chalkley is unable to similarly produce any such signed documentation.

Staff have met with Dr. Chalkley on two occasions to discuss the matter in detail. It is our understanding that development of the property is not imminent. Any depictions of planned / proposed developments are conceptual in nature and do not reflect a pending submission.

What follows is a discussion of options that present themselves at this juncture.

1) Status Quo

Council may elect to take no action at this time. The cost of extending sanitary sewer will be paid by the developer of the property at the time of development, subject to potential reimbursement from future developers that connect to the sewer line. Under this scenario, no city funds will be spent to extend utility service to this property.

2) Include in November 2017 Bond Election

The project is incorporated into the 2017 bond election as a capital improvement project. This may be a stand-alone project, or it may be included within a package of infrastructure related projects. As we do not have a scope yet determined for the 2017 election, the context for inclusion in the election is unknown at this time.

3) Fund through Utility Reserves

Council may elect to fund the project outright through Utility Fund reserves. The city would pick up the cost of the project entirely. The project was originally designed with the city's FM 2551 Utility Relocation Project back in 2011. Field verification of the current design will be required: this is a relatively minor undertaking. If approved under this scenario, construction work could begin near-term upon the acquisition of the necessary easements from the Chalkley Tract and a temporary construction easement from the Williams Tract and the Baugh Tracts. The requirement of an additional on-site permanent easement and off-site temporary construction easements is a common challenge to all options under consideration.

There is a concern for the precedent that would be set by using Utility Fund reserves in this manner. There may be several other undeveloped tracts in the city whereby developers would seek city payment for utility improvements / upgrades. We establish a precedent of relieving developers the cost of infrastructure development.

4) Utilize Pro-Rata Funding

Current ordinances allow for Pro-Rata funding of infrastructure. Although the ordinances allow for Pro-Rata funding, the assessment is currently \$ 4.90 per linear foot of developable frontage. The city would be able to recover approximately \$ 4,000 under current ordinances (out of \$130,000 projected cost). Utilizing this scenario, the city would need to revamp / update its ordinances regarding Pro-Rata funding. Once updated, all affected property owners situated along the path of the utility line would pay a proportionate share of the cost of construction. There are several assessment methods associated with this option, however, the bottom line is that those properties benefitting from the extension would pay for construction at the time of development.

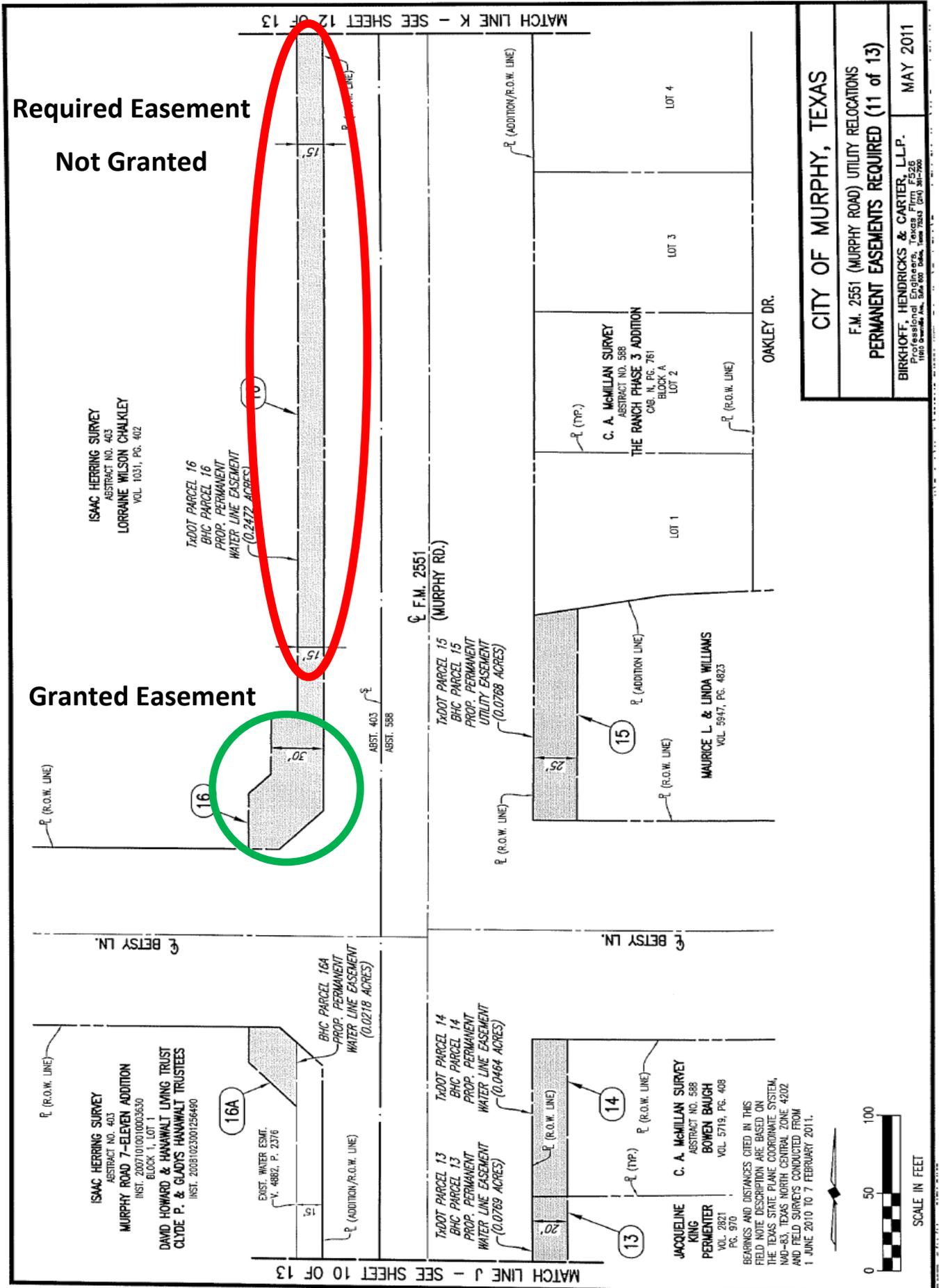
5) Utilize Economic Development Funding

Funding under this scenario is dependent upon submission of an acceptable application from the developer at the time of development. The developer would submit an application for infrastructure funding through the MDD and/or MCDC. The project would be subject to routine review and procedural processing in accordance with established policy. The project would be brought before council with the appropriate recommendation from the MDD and/or MCDC.

6) Sewer Impact Fee Credits

Funding under this scenario requires the developer to pay for the construction of the offsite sewer line and receive sewer impact fee credits against future impact fees that would have normally been imposed on the development. Depending on the nature and extent of the development, these sewer impact fee credits could offset the developer's cost of construction of the offsite sewer line.

FIGURE 2



CITY OF MURPHY, TEXAS

F.M. 2551 (MURPHY ROAD) UTILITY RELOCATIONS

PERMANENT EASEMENTS REQUIRED (11 of 13)

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 Professional Engineers, Texas Firm F526
 1100 Southwall Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

MAY 2011

**City Council Meeting
October 18, 2016**

Issue

Discussion regarding updating the Governance Policy.

Staff Resource/Department

Susie Quinn, City Secretary

Summary

The Public Comment Form needs to be updated to include each citizen's phone number and email address. The amount of time to speak has been proposed to be changed from five minutes to no more than three minutes. Should Council wish to make this change, the Governance Policy Ordinance would need to be amended at the next Council meeting.

The agenda format should also be reviewed as the City of Murphy will begin using an agenda software program in the upcoming months and now is the time to make any changes that Council would like to incorporate to the agenda format style.

Background/History

The Governance Policy was passed as Ordinance 10-11-862 on November 15, 2010 and codified as Division 2. Governance Policy and Rules of Procedure, Sections 1.02.031 through 1.02.042.

Board Discussion/Action

To provide guidance to staff regarding changes Council would like to see, if any, made to the Governance Policy and/or the agenda format.

Attachments

- 1) Current copy of Division 2. Governance Policy and Rules of Procedure, Sections 1.02.031 through 1.02.042 - **redlined**
- 2) Copy of Ordinance 10-11-862 - **redlined**
- 3) Current Public Comment Form
- 4) Proposed new Public Comment Form
- 5) Current Agenda Format Style

Division 2. Governance Policy and Rules of Procedure*

Sec. 1.02.031 Introduction

(a) The municipal government provided by the city charter, hereinafter the “charter,” shall be known as the “council-manager form of government.” Pursuant to its provisions, and subject only to the limitations imposed by the state constitution, the statutes of this state, and by the charter, all powers of the city shall be vested in an elected council, hereinafter referred to as the “city council” or “council,” which shall enact local legislation, adopt budgets, determine policies, and appoint city officials as noted in the charter, including the city manager, who in turn shall be held responsible to the city council for the execution of the laws and the administration of the government of the city. All powers of the city shall be exercised in the manner prescribed by the charter, or if the manner is not prescribed, then in such manner as may be prescribed by ordinance, the state constitution, or by the statutes of the state.

(b) The city council is the governing body for the city. Therefore, it must bear the initial responsibility for the integrity of governance. Pursuant to section 3.13 of the charter, the council shall determine its own rules of order and business. The council is responsible for its own development, its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

(c) This policy addresses mayor and council relations, council and staff relations, council and city attorney, engineer and municipal judge relations, council and media relations, roles and meetings. By adopting this policy, we, as members of the city council, acknowledge our responsibility to each other, to our professional staff and to the public. This policy will be reviewed and adopted on an annual basis.

(2006 Code, sec. 2-601; Ordinance 10-11-862 adopted 11/15/10)

Sec. 1.02.032 Mission

(a) The city will provide for the health, welfare and safety for our citizens, neighbors and employees with a commitment to communicate and serve all with respect, dignity and courtesy, focusing on superior customer service. We will listen to our citizens and guests, address their needs, and provide a safe and appealing place to work, play and call home.

(b) In order to ensure proper discharge of duties for the improvement of democratic local government, members of the city council will display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of the city and each other in their relationships.

(2006 Code, sec. 2-602; Ordinance 10-11-862 adopted 11/15/10)

Sec. 1.02.033 Information

(a) On major policy issues, the city manager shall provide briefing material to the council in advance of council consideration of the policy alternatives. Whenever possible, the management report shall be presented as a discussion item at a regular city council meeting. The policy briefing item will be placed on the next city council meeting agenda for council consideration or a work session will be scheduled.

(b) All council members should have the same information with which to make decisions. When one council member has an information request, the response will be shared with all members of the council so that each member may be equally informed.

(c) Staff should provide the city council with information on agenda items as far in advance of the meeting as possible. Staff should avoid giving information at the meeting on issues that will be considered during the meeting. In order to provide the council with timely information, please strive to submit questions on council agenda items ahead of the meeting. City council members are encouraged to submit their questions on agenda items to the city manager as far in advance of the meeting as possible so that staff can be prepared to respond at the council meeting.

(d) The city manager shall provide operational updates to the city council informing them of the progress on projects, items of concern, city events, and financial and legal issues currently pending before the city. The update shall be by email and no less than twice a month.

(e) Confidential information.

(1) In general, a member of the city council is entitled to review and inspect all records of the city, including confidential information, in their official capacity. A city council member acts in his or her "official capacity" in performing the duties and exercising the powers of the office of a city council member as contained and enumerated in the city charter, section 3.07, under the laws of the state, as this term is defined in V.T.C.A. Civil Practices and Remedies Code, sec. 101.053(a), and under other applicable law. If the records contain confidential information, such as certified agendas or tape recordings of closed meetings, then the city council member will not be entitled to make a copy of the information. "Confidential information" means any information that a city council member is entitled to because of his official position but otherwise is not available to the public generally without an open records request pursuant to the provisions of the Texas Public Information Act (the "Act"), V.T.C.A. Government Code, ch. 552, and/or is not available to the public under the Act. Notwithstanding the foregoing, a city council member shall not:

(A) Use his or her position to obtain confidential information about any person or entity except in his or her official capacity;

(B) Disclose any confidential information gained through the city council member's office or position concerning property, operations, policies, personnel or affairs of the city;

(C) Use such confidential information to advance any economic interest or personal interest of the city council member or confer any benefit to the city council member, or their family member.

(2) During an investigation conducted by the city council as authorized by the city charter or any other investigation or proceeding regarding whether there has been a violation of the city charter or code of ethics to any investigatory, administrative or judicial authority, city council members may receive or disclose confidential information.

(3) In the event that a city council member requests to review, inspect or copy any confidential information, that request shall be made to the mayor, who shall place the issue on a city council agenda for discussion and/or action of the city council.

(4) Under section 3.07 of the city charter, the city council may collectively investigate matters in their official capacity; other than this procedure a city council member may not individually conduct an investigation.

(2006 Code, sec. 2-603; Ordinance 10-11-862 adopted 11/15/10; Ordinance 12-03-908, sec. 2, adopted 3/6/12)

Sec. 1.02.034 Roles

(a) The mayor shall preside at meetings of the council, and shall be recognized as head of 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 council. The mayor shall be entitled to vote as a member thereof on legislative or other matters, unless prohibited by law, and shall have no power of veto.

(b) The council shall elect from among the council members a mayor pro tempore who shall act as mayor during the absence or disability of the mayor. The council shall elect from among the council members a deputy mayor pro tempore who shall act as mayor pro tempore during the absence or disability of the mayor pro tempore.

(c) As head of city government for ceremonial purposes, the mayor may issue and present proclamations and recognitions, and attend other ceremonial functions on behalf of the city. Council members may initiate, through the mayor or by a majority vote of the council, similar items of recognition. Major community events sponsored by the city shall be a policy decision of the council.

(d) The mayor shall preserve order and decorum and shall require council members engaged in debate to limit discussion to the question under consideration.

(e) The mayor is the spokesperson for the council on all official positions taken unless absent, at which time the mayor pro tem or the deputy mayor pro tem will assume the role.

(f) The mayor will encourage all council members to participate in council discussion and make sure all positions are adequately presented before an item is brought to vote.

(g) The mayor may appoint a subcommittee made up of council members and staff to evaluate policy alternatives and to recommend policy direction to the full council. Subcommittee reports shall be made under the standard item for such reports at work sessions and regular meetings. Council deliberation on the subcommittee recommendations shall occur at regular sessions.

(2006 Code, sec. 2-604; Ordinance 10-11-862 adopted 11/15/10)

Charter reference—Mayor, mayor pro tem and deputy mayor pro tem, sec. 3.05.

Sec. 1.02.035 Meetings

- (a) Regular meetings. The council shall meet regularly at such times as prescribed by the charter, but no less frequently than once each month, and the regular meetings will begin at 6:00 p.m., unless postponed or canceled for valid reason(s). Regular meetings will be open to the public in accordance with the Texas Open Meetings Act.
- (b) Special meetings. Special meetings may be held on any day of the week to consider items that require action prior to the next regularly scheduled meeting and may be called upon the request of the mayor or city manager. Special meetings will be open to the public in accordance with the Texas Open Meetings Act.
- (c) Work sessions. Work sessions will be held as needed and used to allow the city council to discuss policy or budgetary items. Work sessions will be open to the public in accordance with the Texas Open Meetings Act.
- (d) Executive sessions. The city council may meet in executive session in compliance with the Texas Open Meetings Act. A final action, decision or vote on a matter deliberated in an executive session will be made in an open meeting for which proper notice is provided. All discussions in executive session shall remain confidential. Executive sessions are not open to the public in accordance with the Texas Open Meetings Act.
- (e) Public notice. The agenda for all regular meetings, special meetings, work sessions, and executive sessions and the notice listing items to be considered shall be posted on the city's official bulletin board and web page in accordance with the Texas Open Meetings Act, at least 72 hours prior to the posted meeting.
- (f) Attendance. Council members are expected to attend all meetings and stay in attendance during each meeting. No member shall leave a meeting without advising the presiding officer.
- (g) Punctuality and recess. Members of the city council shall arrive at meetings at or before the scheduled time for the meeting to begin. At the beginning of each meeting, the chair shall announce those members absent and shall announce the arrival time of any member arriving after the beginning of any meeting. The chair may at any time, upon their own motion, or upon the request of a council member, declare a recess in the meeting. The time limit of the recess shall be strictly followed.
- (h) Conflict of interest. A council member prevented from voting due to a conflict of interest shall leave the dais during the debate, shall not vote on the matter, and shall otherwise comply with the state law and the charter and ordinances concerning conflicts of interest. Any council member filing a conflict of interest affidavit on an executive session item shall not confer with staff, the city attorney, council members or the mayor regarding that matter.
- (i) City council members.
- (1) During city council meetings and work sessions, council members shall assist in preserving order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the rules of the city council.

- (2) A council member shall confine discussion to the question under debate, avoid the discussion of personalities and the use of inappropriate language, and refrain from personal attacks or from publicly criticizing a citizen, an individual employee or an operational issue. Criticism is differentiated from questioning facts or the opinion of staff.
 - (3) When there is more than one speaker from the floor on the same subject, council members shall delay their comments until after all speakers on the subject have been heard.
 - (4) The chair shall state all questions submitted for a vote and announce the result.
 - (5) The professional staff is expected to provide its best recommendations on issues, and provide information about alternatives to staff recommendations as appropriate, as well as pros and cons for recommendations and alternatives. Sometimes staff may make recommendations that may be unpopular with the public and council members. Staff respects the role of the council as policy makers for the city and understands that the council must consider a variety of opinions and community values in their decision-making in addition to staff recommendations.
- (j) Administrative staff.
- (1) Members of the administrative staff and employees of the city shall observe the same rules and decorum applicable to members of the city council.
 - (2) Although the presiding officer has the authority to preserve decorum in meetings, the city manager also is responsible for the orderly conduct and decorum of all city employees under the city manager's direction and control.
 - (3) The city manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by city employees in meetings.
 - (4) All persons addressing the city council, including the city manager, shall be recognized by the presiding officer and shall limit remarks to the matter under discussion.
 - (5) All remarks and questions addressed to the city council shall be addressed to the city council as a whole and not to any individual member.
- (k) Citizens and visitors.
- (1) Citizens and visitors are welcome and encouraged to attend all public meetings of the city and will be admitted to the chamber or meeting room up to the fire safety capacity of the room.
 - (2) Everyone attending the meeting will refrain from private conversations and turn mobile phones to vibrate while the city council is in session.

- (3) Citizens and visitors attending city council meetings and work sessions shall observe the same rules of propriety, decorum and good conduct applicable to members of the city council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the city council or while attending the meeting or work session shall be removed from the room if so directed by the presiding officer. The person shall be barred from further audience before the city council during that session. If the presiding officer fails to act, any member of the council may move to require enforcement of the rules, and the affirmative vote of a majority of the council shall require the presiding officer to act.
- (4) Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the presiding officer, who may direct the removal of offenders from the room. In case the presiding officer shall fail to act, any member of the council may move to require enforcement of the rules and the affirmative vote of the majority of the council shall require the presiding officer to act.
- (5) No placards, banners, or signs will be permitted in the city council chamber or in any other room in which the council is meeting. Exhibits, displays and visual aids used in connection with presentations, however, are permitted. Video presentations requested by a citizen or visitor as visual aids will not be broadcast over any city public access cable channel.
- (6) The city manager shall act as sergeant-at-arms for the city council and shall furnish whatever assistance is needed to enforce the rules of the city council.

(I) Agenda.

- (1) The mayor and/or city manager shall set the agenda. Any council member may request an item be placed on a future agenda. The requested agenda item shall be included on an agenda no later than the second regularly scheduled meeting (approximately 30 days) after receiving the request unless otherwise agreed upon by the city council.
- (2) The “consent agenda” consists of operational items and previously discussed items that do not require deliberation by the council.
- (3) Any council member may remove an item from the consent agenda for separate discussion and consideration of action.
- (4) Any item may be deferred or postponed to a later date by the mayor if there is no objection. If a member of city council objects, a majority vote of the council is required to defer or postpone the item.
- (5) The city manager may remove an item from the consent agenda items by providing notice to the city council prior to the convening of the meeting. The chair shall announce the removal of an item from the consent agenda prior to requesting a motion.

(m) Speakers.

(1) A person wishing to address the city council must first complete an appearance card and register it with the city secretary, before addressing the council. The following information must be provided on the card: name, residence address, daytime telephone number, and the subject matter to be addressed by providing the agenda item number. The council welcomes public comments and understands that the speaker might not have been expecting to address the council; however, procedure must be followed before addressing the council. Appearance cards will be available at the chamber entrance and at the public podium.

(2) Speakers must address their comments to the presiding officer rather than to individual council members or staff.

(3) Speakers must keep their remarks specific to the item being considered by the city council. If the speaker is addressing the city council under the “public comments” section, the speaker may address any item not slated for discussion on the agenda.

(4) Murphy citizens will be allowed to speak before nonresidents.

(5) A person who registers to speak on a public hearing item or during the public comment section will be called on at that time.

(6) All speakers will have an opportunity to address the council. All speakers will be asked to keep comments to a reasonable amount of time as determined by the chair, usually less than ~~five~~three minutes, depending on the number of speakers waiting to address the city council. A majority vote of the city council can force the chair to end the speaker’s comments or allow additional time.

(7) For called public hearings, the applicant will be allowed a specific amount of time to make a presentation.

(8) In accordance with the Texas Open Meetings Act, the city council will not discuss or consider any item addressed during the public comment section. Council members shall limit their response to public comment to a statement of specific factual information given in response to the inquiry or comment, or a recitation of existing policy in response to the inquiry or comment. Any deliberation of or decision about the subject of the public inquiry or comment shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

(9) Whenever it is necessary for a speaker to use an interpreter to translate comments to the city council, the time required for the translation will not be counted against the designated time allotted for the speaker to address the city council.

(n) Motions.

(1) The city council may discuss an agenda item prior to a motion being made. This allows a motion to be crafted that will incorporate the issues discussed.

- (2) A motion made and seconded will be considered the main motion. Any council member may make a motion to amend a motion. The amendment must receive a second before it may be discussed and must be voted on prior to voting on the main motion.
- (3) A motion may be withdrawn or modified by its mover without asking permission until the motion is voted upon. If the mover modified the motion, the council member who seconded the motion may withdraw the second.
- (4) A motion to reconsider any action of the city council must be made no later than prior to the conclusion of the next regularly scheduled meeting of the city council. Such a motion may only be made by a council member who voted with the prevailing side. The motion to reconsider may be seconded by any member. No question shall be twice reconsidered except by unanimous vote of the city council, except that action relating to any contract may be reconsidered at any time before the final execution thereof.
- (A) If a motion to reconsider is made at the same meeting at which the matter was acted upon, the motion may be heard and voted upon and the original action on the matter is set aside. Deliberation may then resume on the matter at that same meeting.
- (B) If a motion to reconsider is made at the next meeting after the matter was acted upon, the motion to reconsider may be heard and voted upon and the original action on the matter is not set aside. Deliberation may not resume on the matter, but it shall be placed on the next available agenda for deliberation.
- (C) If a motion to reconsider a zoning ordinance is made after the closing of the public hearing and action on the ordinance, the motion to reconsider may be heard and voted upon and the original action on the matter is not set aside. Deliberation may not resume on the matter until proper notice of a public hearing in accordance with state law is provided.
- (5) If any two council members request that discussion cease during a work session, the mayor shall poll the council to obtain a consensus to continue or cease discussion.
- (o) Suspension of rules. Any provision of these rules not governed by the city charter, the city code, or state or federal law may be temporarily suspended by a majority vote of the members of the city council present. The vote on any such suspension shall be taken by yeas and nays and entered upon the record.
- (p) Amendment of rules. These rules may be amended or new rules adopted, by a majority vote of the members of the city council.
- (q) Failure to comply. A failure to comply with these rules does not invalidate any otherwise lawful act of the council.
- (r) Tabling. An item under consideration may be tabled until a later point in the meeting.

(s) Postponement. An item may be postponed until a future meeting, a specific future date, or until a specific outside action occurs. Items may also be postponed indefinitely, which means the item is dead and cannot be brought back before the city council unless there is a change.

(2006 Code, sec. 2-605; Ordinance 10-11-862 adopted 11/15/10)

Charter reference—Meetings of city council, sec. 3.09; quorum, sec. 3.10; rules of procedure, sec. 3.13.

State law reference—Open meetings, V.T.C.A., Government Code, ch. 551.

Sec. 1.02.036 Access statement

(a) The city manager is responsible to maintain physical security for all city facilities. Physical security is a balancing act between allowing appropriate access and denying access that might compromise city operations. It is the desire of the city to allow the public access to the city facilities during regular business hours, and allow council members restricted access after regular business hours.

(b) Members of the city council shall be issued a city photo identification card and an electronic badge access card. After regular business hours, the access badge card may be utilized to access the lobby of the police and fire buildings, city hall second floor lobby and the first floor of city hall with the exception of the computer room and records room. A council member must be accompanied by the city manager or their designee if access to any other area after regular business hours is requested. Council members will be respectful of the demands made upon the city manager or their designee to respond to said request.

(2006 Code, sec. 2-606; Ordinance 10-11-862 adopted 11/15/10)

Sec. 1.02.037 Public contact and media relations

(a) Representative government is only successful when the citizens are kept informed and educated about the issues facing their municipality; consequently, it is imperative that the media play an important role in the council-manager-media relations. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure positive relationships with print, radio, and television reporters. The mayor, the city council and the city manager recognize that the news media provide an important link between the council and the public. It is the council's desire to establish a professional working relationship to help maintain a well-informed and educated citizenry.

(b) All reporters will receive an agenda in advance and will be furnished support material needed for clarification if requested.

(c) The city manager or his designee is the city's official representative to the media.

(d) The mayor or city council by a majority vote may designate an alternative media representative.

(2006 Code, sec. 2-607; Ordinance 10-11-862 adopted 11/15/10)

Sec. 1.02.038 Planning

The mayor and council are responsible for establishing a vision for the city and planning for its future.

(1) On an annual basis, the mayor, the city council and the city manager shall hold a minimum of one strategic planning session wherein they set priorities, goals and objectives. The goals and objectives shall address short-term and long-term needs, including financial, of the city.

(2) Policy direction shall be consistent with the strategic goals and objectives. Sufficient time and consideration should be given to policy alternatives to ensure that decisions are made consistent with the long-term vision and budgetary measures.

(2006 Code, sec. 2-608; Ordinance 10-11-862 adopted 11/15/10)

Sec. 1.02.039 Council/staff relations

(a) The city has a council-manager form of government. Basically, with this structure, the city council's role is to establish city policies and priorities. The council appoints a city manager to implement those policies and undertake the administration of the organization. The city manager is appointed by the city council to enforce its laws, to direct the daily operations of city government, to prepare and monitor the annual budget, and to implement the policies and programs initiated by the city council. The city manager is responsible to the city council, rather than to individual council members, and directs and coordinates the various departments. The city manager is responsible for appointing all department directors, except as provided by the charter, and authorizing all other personnel positions. The city council authorizes positions through the budget process; based upon that authorization, the city manager makes the appointments.

(b) The city council shall direct comments, correspondence and concerns about city operations to the city manager's office. Citizens' concerns, comments and correspondence regarding city operations received by council members shall be forwarded to the city manager for appropriate staff action and a timely response.

(c) The city council may inquire of the city manager about the conduct of any office, department or agency of the city and make investigations as to municipal affairs, per the city charter. In no manner, either directly or indirectly, shall a council member become involved in, or attempt to influence, personnel matters that are under the direction of the city manager. Nor shall the city council be involved in, or influence, the purchase of any supplies beyond the requirements of the city purchasing procedures. Notwithstanding the foregoing, any member of the city council, may, prior to or during a meeting, make inquiry to a department head on an agenda item posted for the next council meeting. The council member will carbon copy (cc) the city manager on any email communication to a staff member.

(d) Documents provided to one council member shall also be distributed to all other members of the council. The city manager shall prepare and submit to the council prior to the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year. The city manager shall keep the council advised of the financial condition and future needs of the city and make such recommendations that may seem desirable.

(e) In order to ensure proper presentation of agenda items by staff, questions arising from council members after receiving their information packet should be, whenever possible, presented to the city manager or the manager's designated assistants for staff consideration prior to the council meeting. This allows staff the time to address the council members' concerns and provide all council members with the additional information.

(f) Seeking political support from staff is not appropriate. The city is a nonpartisan local government. Neither the city manager nor any other person in the employ of the city shall take part in securing or contributing any money toward the nomination or election of any candidate for a municipal office. In addition, some professionals have professional codes of ethics, which preclude politically partisan activities or activities that give the appearance of political partisanship.

(2006 Code, sec. 2-609; Ordinance 10-11-862 adopted 11/15/10)

Charter reference—Investigations by city council, sec. 3.17.

Sec. 1.02.040 Council relations with city attorney

(a) The city attorney is appointed by the city council. The city attorney is the legal advisor for the council, its committees, commissions and boards, the city manager, and all city officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the city.

(b) The general legal responsibilities of the city attorney are to:

- (1) Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- (2) Represent the city's interest, as determined by the city council, in litigation, administrative hearings, negotiations, and similar proceedings;
- (3) Prepare or approve as to form ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes and intentions of the city council; and
- (4) Keep the city council and staff apprised of court rulings and legislation affecting the legal interest of the city.

(c) No council member shall request or direct the city attorney to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study, without the consent of a majority of the council. The city attorney shall determine whether or not a matter is significant. The city manager shall be informed of any project, study, opinion or report prepared by the city attorney as requested by the city council. The city manager shall not prevent council members from communication with the city attorney.

(d) It is important to note that the city attorney does not represent individual members of the council, boards, commissions or employees, but rather the city as a whole.

(2006 Code, sec. 2-610; Ordinance 10-11-862 adopted 11/15/10)

Charter reference—City attorney, sec. 4.04.

Sec. 1.02.041 Staff and council relations with boards, commission and committees

(a) Staff support and assistance may be provided to advisory boards, commissions, and committees. Advisory bodies, however, do not have supervisory authority over city employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and, ultimately, the city manager. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or bylaws. Staff members are to assist the advisory boards to ensure appropriate compliance with ordinances, the charter, and state and local laws and regulations.

(b) Staff support includes: (i) preparation of an agenda; (ii) preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and (iii) preparation of minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that city staff seeks to not influence boards, commissions and committees, but provide objective information to help the boards, commissions and committees in their decision-making process. Staff should provide information on options considered along with a summary of pros and cons of each option. Any prior direction by the city council on a particular issue should be provided by staff to any board, commission or committee considering the issue.

(c) The role of the city's boards, commissions and committees is to perform the specific functions established in state statutes, city ordinances, resolutions, or minute orders as applicable and to advise the city council about the topics assigned.

(d) If a city council member should attend a meeting of a board, commission or committee, the member shall not take part in the meeting nor address the board in any manner whether by questions or statements. A city council member shall not attempt to influence the decisions of boards, commissions and committees, either directly or indirectly, nor express an opinion to a board, commission or committee about its actions unless at a city council meeting. Boards that require a city council member to be a member of that board are exempt from this policy provision.

(e) All instructions to boards, commissions and committees by the city council shall be in writing.

(2006 Code, sec. 2-611; Ordinance 10-11-862 adopted 11/15/10)

Charter reference—Boards and commissions, art. VIII.

Sec. 1.02.042 Violations and sanctions

(a) Any city council member who violates this division may be subject to sanctions imposed pursuant to section 2.06.017 of the Code of Ordinances of the city.

(b) The following sanctions, as similarly set out in section 2.06.017 of the code of ethics, may be imposed for violations of this division:

(1) A letter of notification is an appropriate sanction when the violation is clearly unintentional, or when the conduct of the person complained against was done in reliance upon an opinion of the city attorney.

(2) A letter of admonition is the appropriate sanction when the ethics review commission ("commission") finds the violation is minor and/or may have been unintentional, but calls for a more substantial response than a letter of notification.

(3) A letter of reprimand is the appropriate sanction when the commission finds a serious violation has been committed intentionally or knowingly or through disregard of this ordinance.

(4) A letter of censure is the appropriate sanction when the commission finds that a serious violation has occurred and/or more than one serious violation or repeated serious violations of this division have been committed by a city official.

(5) Copies of all sanction letters issued by the commission under this section shall be sent to the city council.

(2006 Code, sec. 2-612; Ordinance 12-03-908, sec. 2, adopted 3/6/12)

APPENDIX

From the League of Kansas Municipalities

These tips are non-binding and not policies, but are good starting points for a successful council-manager form of government.

Tips for Successful Public Service

- * Learn all you can about your city, its operation, its financing. Do your homework. Know your city ordinances.
- * Devote sufficient time to your job and to studying the present and future problems of your community.
- * Don't burn yourself out on the little things. Save some energy for the important matters.
- * Don't act as a committee of one. Governing a city requires a team effort - practically and legally.
- * Don't let honest differences of opinion degenerate into personality conflicts.
- * Remember that you represent all the people of your community, not just neighbors and friends.
- * Take your budget preparation job seriously. It determines what your city does or doesn't do for the coming year and will influence decisions and actions in future years

as well. The budget is the most important policy development tool available to govern a city.

- * Establish policy statements. Written policy statements let the public and the city staff know where they stand. They help the city council govern, and writing them provides a process to develop consensus. "That's the way it's always been done" is not good enough either to stay out of trouble or to get things done.
- * Make decisions on the basis of public policy and be consistent. Treat similar situations similarly.
- * Don't be stampeded into action. Don't be misled by the strong demands of special interest groups who want it done now, their way. Your job is to find the long-term public interest of the community as a whole, and you may be hearing from the wrong people.
- * Don't be afraid of change. Don't be content just to follow the routine of your predecessors. Charge your appointed officers and their employees with being responsible for new ideas and better ways. Listen to what they have to say.
- * Don't give quick answers when you're not sure of the real answer. It may be embarrassing to appear ignorant, but it can be more embarrassing and damaging to tell a person something that is wrong.
- * As an individual, even if you're the mayor, don't make promises you can't deliver! Most decisions and actions require approval of the city council, and that takes a majority vote.
- * Don't spring surprises on your fellow council members or your city staff, especially at formal meetings. If a matter is worth bringing up for discussion, it is worth being on the agenda. While surprises may get you some publicity, at the embarrassment of others, they tend to erode the "team" approach to governance.
- * Retain competent key employees. Pay them well. Trust their professional judgment and recognize their responsibilities.
- * Don't bypass the system! You have a city manager. Council members should stick to policy-making and avoid personal involvement in the day-to-day operations of the city.
- * Don't let others bypass your system - insist that people such as vendors or service providers first work with your city staff. If direct contact with council members is advisable, this should be with the council as a whole, not on a one-to-one basis.
- * Learn to evaluate recommendations and alternative courses of action. Request your staff to provide options. Encourage imaginative solutions.
- * Be concerned with the long-term future to avoid unnecessary expense and delay and to avoid taking short-term gains at the expense of long-term losses.

- * Balance personal rights and property interests. Balance the possible harm to a few versus the good of the many.
- * Be concerned with the total development (physical, economic, social) of your community.
- * Visit other cities, particularly those with a reputation of being well run. Get to know the officials of neighboring and similarly sized cities.
- * Don't act as if the city operates in a vacuum. Cities must work within the intergovernmental system to be effective. Keep in contact and cooperate with your federal, state, county, and school officials.
- * Keep your constituents informed, by such means as a weekly "open letter" in the local newspaper, radio interviews, or news releases. Be friendly and deal effectively with the news media. Lack of good communications is one of the big problems of cities.
- * Remember that what you say, privately and publicly, will often be news. Avoid overpublicizing minor problems.
- * Appoint citizen advisory committees when you need them, but be prepared to follow their advice if you use them.
- * Have some goals and objectives. What do you want to accomplish this year? Next year? What do you want the city to accomplish this year? During the next five years?
- * Be a leader as well as part of the team of elected and appointed officials who were selected to make your city an even better place to live.
- * Having a practice of "no surprises" between the council and staff, and vice versa, fosters a productive working relationship.

(2006 Code, sec. 2-611; Ordinance 10-11-862 adopted 11/15/10)

ORDINANCE NO. 10-11-862

AN ORDINANCE OF THE CITY OF MURPHY, TEXAS, AMENDING CHAPTER 2 OF THE CITY OF MURPHY’S CODE OF ORDINANCES, TO ESTABLISH A CITY COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE FOR CONDUCTING CITY COUNCIL MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE, PROPER NOTICE AND MEETING; SEVERABILITY CLAUSE AND REPEALER CLAUSE.

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

SECTION 1. RECITALS

The City Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City Council hereby incorporates such recitals as part of this Ordinance.

SECTION 2. ADOPTION OF GOVERNANCE POLICY AND RULES OF PROCEDURE

Chapter 2, Administration, of the Code of Ordinances of the City of Murphy is hereby amended by adding a new Article X, Governance Policy and Rules of Procedure:

Article X, Governance Policy and Rules of Procedure attached hereto as Exhibit “A” and incorporated herein for all purposes is hereby enacted.

SECTION 3. Effective Date

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 4. Proper Notice and Meeting

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code and as required by Chapter 52 of the Texas Local Government Code.

SECTION 5. Severability

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be 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 or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 6. Repealer

The provisions of this Ordinance shall be cumulative of all other ordinances, or parts of ordinances, and resolutions, or parts of resolutions governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances, or parts of ordinances, or resolutions, or parts of resolutions, inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

PASSED AND APPROVED by the City Council of the City of Murphy, Texas this 15th day of November, 2010.



Bret M. Baldwin, Mayor
City of Murphy

ATTEST:



Aimee Nemer, City Secretary
City of Murphy



APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney
City of Murphy

Exhibit "A"
Article X

**CITY OF MURPHY
CITY COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

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COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION 2-601. INTRODUCTION

(a) The municipal government provided by the City of Murphy's Charter, hereinafter the "Charter", shall be known as the "Council-Manager form of Government." Pursuant to its provisions, and subject only to the limitations imposed by the State Constitution, the statutes of this state, and by the Charter, all powers of the City of Murphy, hereinafter referred to as the "City", shall be vested in an elected council, hereinafter referred to as the "City Council" or "Council", which shall enact local legislation, adopt budgets, determine policies, and appoint City officials as noted in the Charter, including the City Manager, who in turn, shall be held responsible to the City Council for the execution of the laws and the administration of the government of the City. All powers of the City shall be exercised in the manner prescribed by the Charter, or if the manner is not prescribed, then in such manner as may be prescribed by ordinance, the State Constitution, or by the statutes of the State of Texas.

(b) The City Council is the governing body for the City. Therefore, it must bear the initial responsibility for the integrity of governance. Pursuant to Section 3.13 of the Charter, the Council shall determine its own rules of order and business. The Council is responsible for its own development, its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

(c) This policy addresses mayor and council relations, council and staff relations, council and city attorney, engineer and municipal judge relations, council and media relations, roles and meetings. By adopting this policy, we, as members of the city council, acknowledge our responsibility to each other, to our professional staff and to the public. This policy will be reviewed and adopted on an annual basis.

**COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

SECTION 2-602. MISSION

(a) The City of Murphy will provide for the health, welfare and safety for our citizens, neighbors and employees with a commitment to communicate and serve all with respect, dignity and courtesy, focusing on superior customer service. We will listen to our citizens and guests; address their needs; and provide a safe and appealing place to work, play and call home.

(b) In order to ensure proper discharge of duties for the improvement of democratic local government, members of the City Council will display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of Murphy and each other in their relationships.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION 2-603. INFORMATION

(a) On major policy issues, the city manager shall provide briefing material to the Council in advance of council consideration of the policy alternatives. Whenever possible, the management report shall be presented as a discussion item at a regular city council meeting. The policy briefing item will be placed on the next city council meeting agenda for Council consideration or a work session will be scheduled.

(b) All Council members should have the same information with which to make decisions. When one Council member has an information request, the response will be shared with all members of the Council so that each member may be equally informed.

(c) *Staff should provide City Council with information on agenda items as far in advance of the meeting as possible. Staff should avoid giving information at the meeting on issues that will be considered during the meeting.* In order to provide the Council with timely information, please strive to submit questions on Council agenda items ahead of the meeting. City council members are encouraged to submit their questions on agenda items to the City Manager as far in advance of the meeting as possible so that staff can be prepared to respond at the Council meeting.

(d) The City Manager shall provide operational updates to the City Council informing them of the progress on projects, items of concern, city events, financial, and legal issues currently pending before the City. The update shall be by email and no less than twice a month.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION 2-604. ROLES

(a) The mayor shall preside at meetings of the Council, and shall be recognized as head of 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 Council. The mayor shall be entitled to vote as a member thereof on legislative or other matters, unless prohibited by law, and shall have no power of veto.

(b) The Council shall elect from among the council members a mayor pro tempore who shall act as mayor during the absence or disability of the mayor. The Council shall elect from among the council members a deputy mayor pro tempore who shall act as mayor pro tempore during the absence or disability of the mayor pro tempore.

(c) As head of city government for ceremonial purposes, the mayor may issue and present proclamations and recognitions, and attend other ceremonial functions on behalf of the City. Council members may initiate, through the mayor or by a majority vote of the Council, similar items of recognition. Major community events sponsored by the City shall be a policy decision of the Council.

(d) The mayor shall preserve order and decorum and shall require council members engaged in debate to limit discussion to the question under consideration.

(e) The mayor is the spokesperson for the Council on all official positions taken unless absent, at which time the mayor pro tem or the deputy mayor pro tem will assume the role.

(f) The mayor will encourage all council members to participate in Council discussion ***and make sure all positions are adequately presented before an item is brought to vote.***

(g) The mayor may appoint a subcommittee made up council members and staff to evaluate policy alternatives and to recommend policy direction to the full Council. Subcommittee reports shall be made under the standard item for such reports at work sessions and regular meetings. Council deliberation on the subcommittee recommendations shall occur at regular sessions.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION 2-605. MEETINGS

(a) **Regular Meetings** – The council shall meet regularly at such times as prescribed by Charter, but no less frequently than once each month and the regular meetings will begin at 6:00 p.m., unless postponed or canceled for valid reason(s). Regular meetings will be open to the public in accordance with the Texas Open Meetings Act.

(b) **Special Meetings** – Special meetings may be held on any day of the week to consider items that require action prior to the next regularly scheduled meeting and may be called upon the request of the mayor or city manager. Special meetings will be open to the public in accordance with the Texas Open Meetings Act.

(c) **Work sessions** – Work sessions will be held as needed and used to allow the City Council to discuss policy or budgetary items. Work sessions will be open to the public in accordance with the Texas Open Meetings Act.

(d) **Executive Sessions** – The City Council may meet in executive session in compliance with the Texas Open Meetings Act. A final action, decision or vote on a matter deliberated in an executive session will be made in an open meeting for which proper notice is provided. All discussions in executive session shall remain confidential. Executive sessions are not open to the public in accordance with the Texas Open Meetings Act.

(e) **Public Notice** – The agenda for all regular meetings, special meetings, work sessions, and executive sessions and the notice listing items to be considered shall be posted on the City's official bulletin board and web page in accordance with the Texas Open Meetings Act, at least 72 hours prior to the posted meeting.

(f) **Attendance** – Council members are expected to attend all meetings and stay in attendance during each meeting. No member shall leave a meeting without advising the presiding officer.

(g) **Punctuality and Recess** – Members of the City Council shall arrive at meetings at or before the scheduled time for the meeting to begin. At the beginning of each meeting, the chair shall announce those members absent and shall announce the arrival time of any member arriving after the beginning of any meeting. The chair may at any time, upon their own motion, or upon the request of a council member, declare a recess in the meeting. *The time limit of the recess shall be strictly followed.*

(h) **Conflict of Interest** – A Council member prevented from voting due to a conflict of interest shall leave the Dias during the debate, shall not vote on the matter, and shall otherwise comply with the state law and the Charter and ordinances concerning conflicts of interest. Any Council member filing a conflict of interest affidavit on an Executive

Session item shall not confer with staff, the city attorney, Council members or the mayor regarding that matter.

(i) City Council Members -

1) During City Council meetings and work sessions, Council members shall assist in preserving order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the rules of the City Council.

2) A Council member shall confine discussion to the question under debate, avoid the discussion of personalities and the use of inappropriate language, and refrain from personal attacks or from publicly criticizing a citizen, an individual employee or operational issue. Criticism is differentiated from questioning facts or the opinion of staff.

3) When there is more than one speaker from the floor on the same subject, Council members shall delay their comments until after all speakers on the subject have been heard.

4) The chair shall state all questions submitted for a vote and announce the result.

5). The professional staff is expected to provide its best recommendations on issues, provide information about alternatives to staff recommendations as appropriate, as well as pros and cons for recommendations and alternatives. Sometimes staff may make recommendations that may be unpopular with the public and Council members. Staff respects the role of Council as policy makers for the City and understands that Council must consider a variety of opinions and community values in their decision-making in addition to staff recommendations.

(j) Administrative Staff -

(1) Members of the administrative staff and employees of the City shall observe the same rules and decorum applicable to members of the City Council.

(2) Although the presiding officer has the authority to preserve decorum in meetings, the city manager also is responsible for the orderly conduct and decorum of all city employees under the city manager's direction and control.

(3) The city manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by city employees in meetings.

(4) All persons addressing the City Council, including the city manager shall be recognized by the presiding officer and shall limit remarks to the matter under discussion.

5) All remarks and questions addressed to the City Council shall be addressed to the City Council as a whole and not to any individual member.

(k) Citizens and Visitors -

(1) Citizens and visitors are welcome and encouraged to attend all public meetings of the City and will be admitted to the Chamber or meeting room up to the fire safety capacity of the room.

(2) Everyone attending the meeting will refrain from private conversations and turn mobile phones to vibrate while the City Council is in session.

(3) Citizens and visitors attending City Council meetings and work sessions shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the meeting or work session, shall be removed from the room if so directed by the presiding officer. The person shall be barred from further audience before the City Council during that session. If the presiding officer fails to act, any member of the Council may move to require enforcement of the rules, and the affirmative vote of a majority of the council shall require the presiding officer to act.

(4) Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the presiding officer, who may direct the removal of offenders from the room. In case the presiding officer shall fail to act, any member of the council may move to require enforcement of the rules and the affirmative vote of the majority of the council shall require the presiding officer to act.

(5) No placards, banners, or signs will be permitted in the city council chamber or in any other room in which the Council is meeting. Exhibits, displays and visual aids used in connection with presentations, however, are permitted. Video presentations requested by a citizen or visitor as visual aids will not be broadcast over any city public access cable channel.

(6) The city manager shall act as sergeant-at-arms for the City Council and shall furnish whatever assistance is needed to enforce the rules of the City Council.

(l) Agenda -

(1) The mayor and/or city manager shall set the agenda. Any council member may request an item be placed on a future agenda. The requested agenda item shall be included on an agenda no later than the second regularly scheduled meeting (approximately 30 days) after receiving the request unless otherwise agreed upon by the City Council.

(2) The “Consent Agenda” consists of operational items and previously discussed items that do not require deliberation by the Council.

(3) Any Council member may remove an item from the consent agenda for separate discussion and consideration of action.

(4) Any item may be deferred or postponed to a later date by the Mayor if there is no objection. If a member of City Council objects, a majority vote of Council is required to defer or postpone the item.

(5) The city manager may remove an item from the consent agenda items by providing notice to the City Council prior to the convening of the meeting. The chair shall announce the removal of an item from the consent agenda prior to requesting a motion.

(m) **Speakers –**

(1) A person wishing to address the City Council must first complete an appearance card and register it with the city secretary, before addressing council. The following information must be provided on the card: name, residence address, day time telephone number, the subject matter to be addressed by providing the agenda item number. Council welcomes public comments and understands that the speaker might not have been expecting to address the council; however procedure must be followed before addressing council. Appearance cards will be available at the chamber entrance and at the public podium.

(2) Speakers must address their comments to the presiding officer rather than to individual council members or staff.

(3) Speakers must keep their remarks specific to the item being considered by the City Council. If the speaker is addressing the city council under the “public *comments*” section, the speaker may address any item not slated for discussion on the agenda.

(4) Murphy citizens will be allowed to speak before non-residents.

(5) A person who registers to speak on a public hearing item or during the public *comment* section will be called on at that time.

(6) All speakers *will have an opportunity* to address the council. *All speakers will be asked to keep comments to a reasonable amount of time as determined by the Chair, usually less than ~~five (5)~~ three (3) minutes, depending on the number of speakers waiting to address the City Council. A majority vote of City Council can force the Chair to end the speakers comments or allow additional time.*

(7) For called public hearings, the applicant will be allowed *a specific amount of time* to make a presentation.

(8) In accordance with the Texas Open Meetings Act, the City Council will not discuss or consider any item addressed during the public comment section. Council members shall limit their response to public comment to a statement of specific factual information given in response to the inquiry or comment, a recitation of existing policy in response to the inquiry or comment. Any deliberation of or decision about the subject of the public inquiry or comment shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

(9) Whenever it is necessary for a speaker to use an interpreter to translate comments to the City Council, the time required for the translation will not be counted against the designated time allotted for the speaker to address the city council.

(n) **Motions** –

(1) The City Council may discuss an Agenda item prior to a motion being made. This allows a motion to be crafted that will incorporate the issues discussed.

(2) A motion made and seconded will be considered the main motion. Any Council member may make a motion to amend a motion. The amendment must receive a second before it may be discussed and must be voted on prior to voting on the main motion.

(3) A motion may be withdrawn or modified by its mover without asking permission until the motion is voted upon. If the mover modified the motion, the Council member who seconded the motion may withdraw the second.

(4) A motion to reconsider any action of the City Council must be made no later than prior to the conclusion of the next regularly scheduled meeting of the City Council. Such a motion may only be made by a Council member who voted with the prevailing side. The motion to reconsider may be seconded by any member. No question shall be twice reconsidered except by unanimous vote of the City Council, except that action relating to any contract may be reconsidered at any time before the final execution thereof.

(i) If a motion to reconsider is made at the same meeting at which the matter was acted upon, the motion may be heard and voted upon and the original action on the matter is set aside. Deliberation may then resume on the matter at that same meeting.

(ii) If a motion to reconsider is made at the next meeting after the matter was acted upon, the motion to reconsider may be heard and voted upon and the original action on the matter is not set aside. Deliberation may not resume on the matter, but it shall be placed on the next available agenda for deliberation.

- (iii) If a motion to reconsider a zoning ordinance is made after the closing of the public hearing and action on the ordinance, the motion to reconsider may be heard and voted upon and the original action on the matter is not set aside. Deliberation may not resume on the matter until proper notice of a public hearing in accordance with State Law is provided.
- (5) If any two Council members request that discussion cease during a work session, the mayor shall poll the Council to obtain a consensus to continue or cease discussion.
- (o) **Suspension of Rules** – Any provision of these rules not governed by the City Charter, City Code, State or Federal law may be temporarily suspended by a majority vote of the members of the City Council present. The vote on any such suspension shall be taken by yeas and nays and entered upon the record.
- (p) **Amendment of Rules** – These rules may be amended or new rules adopted, by a majority vote of the members of the City Council.
- (q) **Failure to Comply** – A failure to comply with these rules does not invalidate any otherwise lawful act of the Council.
- (r) **Tabling** – an item under consideration may be tabled until a later point in the meeting.
- (s) **Postponement** – an item may be postponed until a future meeting, a specific future date, or until a specific outside action occurs. Items may also be postponed indefinitely, which means the item is dead and cannot be brought back before City Council unless there is a change.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

Section 2-606. ACCESS STATEMENT

The city manager is responsible to maintain physical security for all city facilities. Physical security is a balancing act between allowing appropriate access and denying access that might compromise city operations. It is the desire of the city to allow the public access to the city facilities during regular business hours, and allow council members restricted access after regular business hours.

(a) Members of the City Council shall be issued a City photo identification card and an electronic badge access card. After regular business hours, the access badge card may be utilized to access the lobby of the Police and Fire buildings, City Hall 2nd floor lobby and the 1st floor of City Hall with the exception of the computer room and records room. A Councilmember must be accompanied by the City Manager or their designee if access to any other area after regular business hours is requested. Council members will be respectful of the demands made upon the City Manager or their designee to respond to said request.

SECTION 2-607. PUBLIC CONTACT / MEDIA RELATIONS

(a) Representative government is only successful when the citizens are kept informed and educated about the issues facing their municipality; consequently, it is imperative that the media play an important role in the council-manager-media relations. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure positive relationships with print, radio, and television reporters. The mayor, City council and the city manager recognize that the news media provide an important link between the council and the public. It is the council's desire to establish a professional working relationship to help maintain a well-informed and educated citizenry.

(b) All reporters will receive an agenda in advance and will be furnished support material needed for clarification if requested.

- (1) The City Manager or his designee is the City's official representative to the media.
- (2) The mayor or city council by a majority vote may designate an alternative media representative.

**COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

SECTION 2-608. PLANNING

The mayor and council are responsible for establishing a vision for the city of Murphy and planning for its future.

(a) On an annual basis, the mayor, City Council and the city manager shall hold a minimum of one strategic planning session wherein they set priorities, goals and objectives. The goals and objectives shall address short term and long term needs, including financial, of the City.

(b) Policy direction shall be consistent with the strategic goals and objectives. Sufficient time and consideration should be given to policy alternatives to ensure that decisions are made consistent with the long-term vision and budgetary measures.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION 2-609. COUNCIL / STAFF RELATIONS

(a) Murphy has a Council-Manager form of government. Basically, with this structure, the City Council's role is to establish City policies and priorities. The Council appoints a City Manager to implement those policies and undertake the administration of the organization. The City Manager is appointed by the City Council to enforce its laws, to direct the daily operations of city government, to prepare and monitor the annual budget, and to implement the policies and programs initiated by the City Council. The City Manager is responsible to the City Council, rather than to individual Council Members, and directs and coordinates the various departments. The City Manager is responsible for appointing all department directors, except as provided by the Charter, and authorizing all other personnel positions. The City Council authorizes positions through the budget process; based upon that authorization, the City Manager makes the appointments.

(b) The City Council shall direct comments, correspondence and concerns about City operations to the city manager's office. Citizens concerns, comments and correspondence regarding city operations received by Council members shall be forwarded to the city manager for appropriate staff action and a timely response.

(c) The City Council may inquire of the city manager about the conduct of any office, department or agency of the city and make investigations as to municipal affairs, per the city charter. In no manner, either directly or indirectly, shall a Council Member become involved in, or attempt to influence, personnel matters that are under the direction of the City Manager. Nor shall the City Council be involved in, or influence, the purchase of any supplies beyond the requirements of the City purchasing procedures. Notwithstanding the foregoing, **any member of** the City Council, may, prior to or during a meeting, make inquiry to a department head on an agenda item posted for the next council meeting. The council member will carbon copy (cc) the city manager on any email communication to a **staff member**.

(d) Documents provided to one Council member shall also be distributed to all other members of the Council. The city manager shall prepare and submit to the Council prior to the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year. The city manager shall keep the Council advised of the financial condition and future needs of the City and make such recommendations that may seem desirable.

(e) In order to ensure proper presentation of agenda items by staff, questions arising from Council members after receiving their information packet should be, whenever possible, presented to the city manager or the manager's designated assistants for staff consideration prior to the Council meeting. This allows staff the time to address the council members' concerns and provide all Council members with the additional information.

(f) Seeking political support from staff is not appropriate. The City is a non-partisan local government. Neither the City Manager nor any other person in the employ of the City shall take part in securing or contributing any money toward the nomination or election of any candidate for a municipal office. In addition, some professionals have professional codes of ethics, which preclude politically partisan activities or activities that give the appearance of political partisanship.

**COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

SECTION 2-610. COUNCIL RELATIONS WITH THE CITY ATTORNEY

(a) The city attorney is appointed by the City Council. The city attorney is the legal advisor for the Council, its committees, commissions and boards, the city manager, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City.

(b) The general legal responsibilities of the City Attorney are to:

(1) provide legal assistance necessary for formulation and implementation of legislative policies and projects;

(2) represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations, and similar proceedings;

(3) prepare or approve as to form ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes and intentions of the City Council; and

(4) keep City Council and staff apprised of court rulings and legislation affecting the legal interest of the city.

(c) No Council member shall request or direct the city attorney to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without the consent of a majority of the Council. The city attorney shall determine whether or not a matter is significant. The city manager shall be informed of any project, study, opinion or report prepared by the city attorney as requested by the City Council. . The city manager shall not prevent council members from communication with the city attorney.

(d) It is important to note that the city attorney does not represent individual members of the Council, boards, commissions or employees, but rather the City as a whole.

**COUNCIL GOVERNANCE POLICY
AND RULES OF PROCEDURE**

**SECTION 2-611. STAFF AND COUNCIL RELATIONS WITH BOARDS,
COMMISSION AND COMMITTEES**

(a) Staff support and assistance may be provided to advisory boards, commissions, and committees. Advisory bodies, however, do not have supervisory authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and, ultimately, the city manager. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or bylaws. Staff members are to assist the advisory boards to ensure appropriate compliance with ordinances, Charter, state and local laws and regulations.

(b) Staff support includes: (1) preparation of an agenda; (2) preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and (3) preparation of minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that city staff *seeks to* not influence boards, commissions and committees, but provide objective information to help the boards, commissions and committees in their decision making process. Staff should provide information on options considered along with a summary of pros and cons of each option. Any prior direction by City Council on a particular issue should be provided by staff to any board, commission or committee considering the issue.

(c) The role of the city's boards, commissions and committees is to perform the specific functions established in state statutes, city ordinances, resolutions, or minute orders as applicable and to advise the City Council about the topics assigned.

(d) If a City Council member should attend a meeting of a board, commission or committee, the member shall not take part in the meeting nor address the board in any manner whether by questions or statements. A City Council member shall not attempt to influence the decisions of boards, commissions and committees, either directly or indirectly, nor express an opinion to a board, commission or committee about its actions unless at a City Council meeting. Boards that require a city council member to be a member of that board are exempt from this policy provision.

(e) All instructions to boards, commissions and committees by the City Council shall be in writing.

APPENDIX

- From the League of Kansas Municipalities

These tips are non-binding and not policies, but are good starting points for a successful Council-Manager form of government.

Tips for Successful Public Service

- Learn all you can about your city, its operation, its financing. Do your homework. Know your city ordinances.
- Devote sufficient time to your job and to studying the present and future problems of your community.
- Don't burn yourself out on the little things. Save some energy for the important matters.
- Don't act as a committee of one. Governing a city requires a team effort -- practically and legally.
- Don't let honest differences of opinion degenerate into personality conflicts.
- Remember that you represent *all* the people of your community, not just neighbors and friends.
- Take your budget preparation job seriously. It determines what your city does or doesn't do for the coming year and will influence decisions and actions in future years as well. The budget is the most important policy development tool available to govern a city.
- Establish policy statements. Written policy statements let the public and the city staff know where they stand. They help the City Council govern, and writing them provides a process to develop consensus. "That's the way it's always been done" is not good enough either to stay out of trouble or to get things done.
- Make decisions on the basis of public policy and be consistent. Treat similar situations similarly.
- Don't be stampeded into action. Don't be misled by the strong demands of special interest groups who want it done now, their way. Your job is to find the long-term public interest of the community as a whole, and you may be hearing from the wrong people.
- Don't be afraid of change. Don't be content just to follow the routine of your predecessors. Charge your appointed officers and their employees with being responsible for new ideas and better ways. Listen to what they have to say.
- Don't give quick answers when you're not sure of the real answer. It may be embarrassing to appear ignorant, but it can be more embarrassing and damaging to tell a person something that is wrong.
- As an individual, even if you're the mayor, don't make promises you can't deliver! Most decisions and actions require approval of the City Council, and that takes a majority vote.
- Don't spring surprises on your fellow Council Members or your city staff, especially at formal meetings. If a matter is worth bringing up for discussion, it is

- worth being on the agenda. While surprises may get you some publicity, at the embarrassment of others, they tend to erode the “team” approach to governance.
- Retain competent key employees. Pay them well. Trust their professional judgment and recognize their responsibilities.
 - Don’t bypass the system! You have a city manager. Council Members should stick to policy-making and avoid personal involvement in the day-to-day operations of the city.
 - Don’t let others bypass your system--insist that people such as vendors or service providers first work with your city staff. If direct contact with Council Members is advisable, this should be with the Council as a whole, not on a one-to-one basis.
 - Learn to evaluate recommendations and alternative courses of action. Request your staff to provide options. Encourage imaginative solutions.
 - Be concerned with the long-term future to avoid unnecessary expense and delay and to avoid taking short-term gains at the expense of long-term losses.
 - Balance personal rights and property interests. Balance the possible harm to a few versus the good of the many.
 - Be concerned with the total development (physical, economic, social) of your community.
 - Visit other cities, particularly those with a reputation of being well run. Get to know the officials of neighboring and similarly sized cities.
 - Don’t act as if the city operates in a vacuum. Cities must work within the intergovernmental system to be effective. Keep in contact and cooperate with your federal, state, county, and school officials.
 - Keep your constituents informed, by such means as a weekly “open letter” in the local newspaper, radio interviews, or news releases. Be friendly and deal effectively with the news media. Lack of good communications is one of the big problems of cities.
 - Remember that what you say, privately and publicly, will often be news. Avoid overpublicizing minor problems.
 - Appoint citizen advisory committees when you need them, but be prepared to follow their advice if you use them.
 - Have some goals and objectives. What do you want to accomplish this year? Next year? What do you want the city to accomplish this year? During the next five years?
 - Be a leader as well as part of the team of elected and appointed officials who were selected to make your city an even better place to live.
 - Having a practice of “no surprises” between the council and staff, and vice versa, fosters a productive working relationship.



Public Comment Form

The public may address comments on any subject to the Council/Board during the Public Comment portion of the meeting. Please note that the Council/Board can receive your comments and information but may not be able to respond to you at this meeting. The Council/Board is prohibited by the Open Meetings Act to engage in a discussion of any item or issue that is not posted on the Agenda. Your request or comments will be duly noted and scheduled for a future agenda if necessary or referred to City Staff.

The Public Comment portion of the meeting will be opened and your name will be called if you have submitted this form to the City/Staff Secretary. If you have not submitted a form, please notify the Mayor/Chair that you would like to speak and submit this form promptly. Please state your name and address for the record and limit your comments up to five minutes. The meeting Chair may limit the length of speaker comments to less than five minutes depending on the number of speakers wishing to address the Council/Board. The Council/Board expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- | | |
|---|---|
| <input type="checkbox"/> Animal Shelter Advisory Board | <input type="checkbox"/> City Council |
| <input type="checkbox"/> 4A (Economic Development Corporation) | <input type="checkbox"/> Parks & Recreation Board |
| <input type="checkbox"/> 4B (Community Development Corporation) | <input type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Building & Fire Codes Appeal Board | <input type="checkbox"/> Zoning Board of Adjustments |

Please submit this form and any handouts to the City/Staff Secretary prior to the meeting.

Name: _____

Address: _____

Representing an Organization? _____

Agenda Item No. _____ (In Favor Opposed)

Comments: _____

Signature _____

_____ Date



Public Comment Form

The public may address comments on any subject to the Council/Board during the Public Comment portion of the meeting. Please note that the Council/Board can receive your comments and information but may not be able to respond to you at this meeting. The Council/Board is prohibited by the Open Meetings Act to engage in a discussion of any item or issue that is not posted on the Agenda. Your request or comments will be duly noted and scheduled for a future agenda if necessary or referred to City Staff.

The Public Comment portion of the meeting will be opened and your name will be called if you have submitted this form to the City/Staff Secretary. If you have not submitted a form, please notify the Mayor/Chair that you would like to speak and submit this form promptly. Please state your name and address for the record and limit your comments up to three minutes. The meeting Chair may limit the length of speaker comments to less than three minutes depending on the number of speakers wishing to address the Council/Board. The Council/Board expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- | | |
|---|---|
| <input type="checkbox"/> Animal Shelter Advisory Board | <input type="checkbox"/> Board of Adjustments |
| <input type="checkbox"/> Building & Fire Codes Appeal Board | <input type="checkbox"/> City Council |
| <input type="checkbox"/> 4B (Community Development Corporation) | <input type="checkbox"/> Ethics Review Commission |
| <input type="checkbox"/> Murphy Municipal Development District | <input type="checkbox"/> Parks & Recreation Board |
| <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Other Committee _____ |

Please submit this form and any handouts to the City/Staff Secretary prior to the meeting.

Name: _____ Phone No. _____

Address: _____

Representing an Organization? _____ Email address: _____

Agenda Item No. _____ (In Favor Opposed)

Comments: _____

Signature _____

Date _____

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



Eric Barna
 Mayor

Scott Bradley
 Mayor Pro Tem

Owais Siddiqui
 Deputy Mayor Pro Tem

Jennifer Berthiaume
 Councilmember

Betty Spraggins
 Councilmember

Sarah Fincanon
 Councilmember

Don Reilly
 Councilmember

Mike Castro
 City Manager

Susie Quinn
 City Secretary

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 Meeting Date 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/RECOGNITIONS

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.

7. INDIVIDUAL CONSIDERATION

8. CITY MANAGER/STAFF REPORTS

9. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council will now recess into Executive Session (closed meeting) to discuss the following:

10. 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:

11. ADJOURNMENT

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

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 Meeting
October 18, 2016**

Issue

Upcoming Events

Staff Resource/Department

Mike Castro, City Manager

Summary

- Fall Drug Take Back – Saturday, October 22, 2016 from 10 am until 2 pm at the Police Station – 206 North Murphy Road, Murphy, Texas
- Arbor Day – Saturday, November 5, 2016 from 9 am until 11 am behind the Murphy Community Center – 205 North Murphy Road, Murphy, Texas
- Early Voting – October 24 through November 4, 2016 at the Community Center – 205 North Murphy Road, Murphy, Texas
- Election Day – Tuesday, November 8, 2016 from 7am until 7pm at the Community Center – 205 North Murphy Road, Murphy, Texas
- Christmas in the Park – December 1, 2016 5 pm until 8pm at the front of City Hall – 206 North Murphy Road, Murphy, Texas