



MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
JUNE 17, 2014 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on June 17, 2014 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Eric Barna
Mayor

Owais Siddiqui
Mayor Pro Tem

Ben St. Clair
Deputy Mayor Pro Tem

Scott Bradley
Councilmember

Betty Spraggins
Councilmember

Bernard Grant
Councilmember

Rob Thomas
Councilmember

James Fisher
City Manager

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. ROLL CALL & CERTIFICATION OF A QUORUM

4. PUBLIC COMMENTS

5. PRESENTATION ITEMS

A. Presentation of financial report and investment report as of May 31, 2014.

6. CONSENT AGENDA

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

- A. Consider and/or act upon the June 3, 2014 regular meeting minutes.
- B. Consider and/or act upon the approval of a Resolution authorizing continued participation with the Atmos Cities Steering Committee (ACSC); and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.
- C. Consider and/or act upon proposed resolution authorizing the City Manager to extend the Interlocal Agreement between the City of Murphy and the City of Plano for City of Murphy employee training for an additional twelve months.

7. INDIVIDUAL CONSIDERATION

- A. Consider and/or act upon authorizing the City Manager to execute a contract with Pacheco Koch to complete the bidding construction phase of the Timbers Nature Preserve project.
- B. Consider and/or act upon amendments to the City Council iPad Purchase and Use Agreement and the Employee iPad Purchase and Use Agreement.
- C. Discussion regarding the adoption of a video streaming policy for City meetings.
- D. Discussion regarding the City of Murphy abbreviated records retention schedule.

8. CITY MANAGER/STAFF REPORTS

North Murphy Road Construction Update
Animal Shelter Construction Update
Runoff Election – June 21st
Sounds at Sundown – Emerald City Band, June 20th
Radio Disney Road Crew, June 27th

9. EXECUTIVE SESSION

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

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

10. RECONVENE INTO REGULAR SESSION

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

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

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 June 13, 2014 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.



Kristi Gilbert
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 at 972.468.4011 or kgilbert@murphytx.org.

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

CITY COUNCIL MINUTES
JUNE 3, 2014 REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

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

2. INVOCATION & PLEDGE OF ALLEGIANCE

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

3. ROLL CALL & CERTIFICATION OF A QUORUM

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

Mayor Eric Barna
Deputy Mayor Pro Tem Ben St. Clair
Councilmember Scott Bradley
Councilmember Betty Nichols Spraggins
Councilmember Bernard Grant
Councilmember Rob Thomas

Councilmembers absent:
Mayor Pro Tem Owais Siddiqui

4. PUBLIC COMMENTS – *None.*

5. PRESENTATION ITEMS:

A. Finance Director Linda Truitt presented the financial report and investment report as of April 30, 2014. Ms. Truitt stated, to date, the city has collected a little over \$2 million in sales tax income. Ms. Truitt stated the Utility Fund revenue was down and was not expected to meet forecasted budget numbers.

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 take action, if any, on the May 20, 2014 Regular Meeting minutes.

COUNCIL ACTION (4.A.):

APPROVED

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

7. INDIVIDUAL CONSIDERATION

A. Hold a public hearing and consider and/or act on the application of Allen & Loucks Venture, LP requesting to amend Ordinance No. 08-10-767 for approval of revising the existing SUP (Specific Use Permit) to allow for a Smoothie King drive-thru on property located at 277 E. FM 544.

MURPHY CITY COUNCIL MINUTES
June 3, 2014

City Manager James Fisher stated that Council had previously approved the subject site for a drive-thru for Saxby's specifically.

Mayor Barna opened the public hearing at 6:08 pm.

Keith Patton, 451 Poindexter - Mr. Patton stated the developer had approached the City numerous times regarding drive-thru's and the developer is again asking for another drive-thru. Mr. Patton encouraged Council to enforce the ordinance.

Jeff Hudgins, 533 Cherokee Drive - Mr. Hudgins stated he had been a resident since 1992 and had purchased the Smoothie Factory on FM 544 to help turn the business around. Mr. Hudgins stated that the business has grown over 50% since 2012 and is frequented by many Murphy residents. Mr. Hudgins expressed concerns regarding placing a competitor within 120 yards of his business.

Matthew King, 1212 Cabernet Drive, Allen, Texas - Mr. King stated he was an architect working on the project. Mr. King stated that he advised his client regarding the Smoothie Factory's proximity to the proposed Smoothie King site and they still had a desire to move forward with the project.

Mayor Barna commented that the Council was only considering the use of a drive-thru for the facility.

Mayor Barna closed the public hearing at 6:16 pm.

Councilmember Bradley stated this was an existing building with an existing drive-thru approach. Councilmember Bradley stated Council designed the SUP so that each business would have to be approved individually.

Councilmember Thomas inquired as to whether Smoothie Factory asked for a drive-thru when they initially applied with the city.

Mayor Barna, Councilmember Bradley and Mr. Fisher all commented that Smoothie Factory chose the specific tenant space and did not request a drive-thru.

Mayor Barna stated that the center was not developed the way he wanted. Mayor Barna stated this was a perfect opportunity to redevelop the property the way that he thinks is best by disallowing the drive-thru. Mayor Barna stated if the developer wants to continue the subject site as a drive-thru then he would request the drive-thru opportunity on the pad on Murphy Road (Pad 10) removed.

COUNCIL ACTION (ITEM 7.A.):

DENIED

Councilmember Bradley moved to deny the SUP to allow a drive-thru window for a Smoothie King at the location formerly occupied by Saxby's Coffee. Deputy Mayor Pro Tem St. Clair seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0.

- B. Consider and/or act on extending outdoor watering restrictions to once every two weeks through October 31, 2014.

MURPHY CITY COUNCIL MINUTES
June 3, 2014

COUNCIL ACTION (ITEM 7.B.):**APPROVED**

Deputy Mayor Pro Tem St. Clair moved to outdoor watering schedule until October 31, 2014

Odd House Numbers

First and Third Mondays

Even House Numbers

First and Third Wednesdays

Public Schools, non-residential business

First and Third Fridays

Councilmember Thomas seconded the motion. For: Barna, St. Clair, Nichols-Spraggins, Grant and Thomas. Opposed: Bradley. The motion carried by a vote of 5 to 1.

- C. Discussion on the proposed Water Resource & Emergency Management Plan and the proposed Water Conservation Plan.

Mr. Fisher stated the proposed Water Conservation Plan reflects the current Stage 1 restrictions. Mr. Fisher stated the Water Resource & Emergency Management Plan would be amended to move each stage up one and remove Stage 4. Mr. Fisher stated the ordinance would not go into effect until the current drought is over, which is an unknown. Mr. Fisher stated the Texas Commission on Environmental Quality requires the adoption of the plan.

Councilmember Bradley inquired as to how much leniency the city had in making changes to the plan. Mr. Fisher stated there was not much leeway unless there was a legitimate reason for a change.

Councilmember Grant asked if the North Texas Municipal Water District (NTMWD) was unable to enforce the watering restrictions, how they can require the municipalities to adopt the regulations. Mr. Fisher stated that he has not had a response from NTMWD to his questions.

Council held discussions with regard to Lake Texoma coming online and the practices of surrounding communities.

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

No action was taken.

- D. Discussion regarding the FY 2015 budget and Budget Meeting Calendar.

Mr. Fisher stated that staff was focusing on expenses with supporting documentation. Mr. Fisher stated that he and Ms. Truitt have looked at property valuations and stated staff should be able to bring a budget with a two cent property tax reduction.

Council came to a consensus of holding a budget meeting beginning at 5:30 pm on July 1st and continuing on July 2nd if needed.

Councilmember Thomas clarified his previous comments and stated that he felt the city is far enough along to begin to understand the baseline expenses within a range.

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

No action was taken.

MURPHY CITY COUNCIL MINUTES
June 3, 2014

8. CITY MANAGER/STAFF REPORTS

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

North Murphy Road Construction Update - Beginning the week of June 9th the traffic switch will begin and putting up electronic signs at the Betsy Road intersection to encourage alternate routes. The current completion date is early 2015.

Veteran's Appreciation Breakfast, June 14th

Animal Shelter Construction Update – the project is on schedule with an anticipated finish date of mid-August.

Grant Street is complete and metal poles were added because vehicles were trying to drive through the landscape barrier.

Runoff Election – June 21st, Early Voting begins June 9th

Sounds at Sundown – A Hard Days Night, June 13th

Emerald City Band, June 20th

Radio Disney Road Crew, June 27th

9. ADJOURNMENT

With no further business, the meeting was adjourned at 7:02 p.m.

APPROVED BY:

Eric Barna, Mayor

ATTEST:

Kristi Gilbert, City Secretary

City Council Meeting

June 17, 2014

Issue

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

Staff Resource/Department

Linda Truitt, Finance Director

Background

The City of Murphy, Texas is a member of a 168-member city coalition known as the Atmos Cities Steering Committee. The resolution for the assessment of five cent (\$0.05) per capita fee is to fund the activities of the ACSC for 2014.

Why this Resolution is Necessary

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years' experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 168 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of "Be It Resolved" Paragraphs

- I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City's membership.
- II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification to the Chair of the Steering Committee, Jay Doegey, that the City has adopted the Resolution.

City Council Meeting
June 17, 2014

Financial Considerations

The cities 2014 membership assessment is \$0.05 per population of 18,960 which equates to \$948 for FY 2014.

Staff Recommendation

Approval of the resolution as presented.

Attachments

- 1) Resolution for 2014 Assessment
- 2) Letter regarding 2014 Assessment
- 3) 2014 Assessment Invoice
- 4) 2014 Members
- 5) 2013 Year In Review

RESOLUTION NO. 14-R-XXX

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

- WHEREAS,** the City of Murphy, Texas is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and
- WHEREAS,** the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and
- WHEREAS,** ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and
- WHEREAS,** the City is a member of ACSC; and
- WHEREAS,** in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY TEXAS:

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Murphy and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2014 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Jay Doegey
Co-Chair, Atmos Cities Steering Committee
c/o Arlington City Attorney’s Office, Mail Stop 63-0300
P.O. Box 90231
Arlington, Texas 76004-3231

PRESENTED AND PASSED on this the 17th day of June 2014, by a vote of _____ ayes
and _____ nays at a regular meeting of the City Council of the City of Murphy, Texas.

Eric Barna, Mayor
City of Murphy

ATTEST:

Kristi Gilbert, City Secretary
City of Murphy

MEMORANDUM

TO: Atmos Cities Steering Committee

FROM: Jay Doegey and Odis Dolton, Co-Chairs, Atmos Cities Steering Committee

DATE: May 30, 2014

RE: **Action Needed - 2014 Atmos (Gas) Cities Steering Committee Membership Assessment Invoice**

December, 2013 the Atmos Cities Steering Committee (“ACSC”) held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2014 is a per capita fee of \$0.05.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the ACSC participation agreement.

Although ACSC does not require that your city take action by resolution to approve the assessment, some members have requested a model resolution authorizing payment of the 2014 membership assessment. To assist you in the assessment process, we have provided the following documents for your use:

- ACSC 2013 Year in Review
- Model resolution approving the 2014 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Atmos Cities Steering Committee members
- 2014 Assessment invoice
- 2013 Assessment invoice and statement (only included if not yet paid)
- Blank member contact form to update the distribution lists

Please forward the membership assessment fee and, if applicable, the signed resolution to Jay Doegey, Co-Chair, Atmos Cities Steering Committee, c/o City Attorney’s Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231. Checks should be made payable to: *Atmos Cities Steering Committee*.

If you have any questions, please contact ACSC Co-Chairmen Jay Doegey (817/459-6878), or Odis Dolton (325/676-6496). ACSC’s counsel, Geoffrey Gay (ggay@lglawfirm.com) and Thomas Brocato (tbrocato@lglawfirm.com) at 512/322-5857 are also available to assist you.

Atmos Cities Steering Committee
 c/o Jay Doegey, City Attorney
 101 S. Mesquite, 3rd Floor
 Arlington, TX 76010

Invoice

Date	Invoice #
3/21/2014	14-107

Bill To
City of Murphy

Item	Rate	Population	Amount
2014 Assessment Expense	0.05	18,960	948.00
Total			\$948.00

Please make check payable to: Atmos Cities Steering Committee. Mail to ACSC, c/o Jay Doegey, City Attorney, 101 S. Mesquite, 3rd Floor
 Arlington, TX 76010

ACSC Cities (168 Total)

Abilene	Everman	Newark
Addison	Fairview	Nocona
Allen	Farmers Branch	North Richland Hills
Alvarado	Farmersville	Northlake
Angus	Fate	Oak Leaf
Anna	Flower Mound	Ovilla
Argyle	Forest Hill	Palestine
Arlington	Fort Worth	Pantego
Aubrey	Frisco	Paris
Bedford	Frost	Parker
Bellmead	Gainesville	Pecan Hill
Benbrook	Garland	Petrolia
Beverly Hills	Garrett	Plano
Blossom	Grand Prairie	Ponder
Blue Ridge	Grapevine	Pottsboro
Bowie	Groesbeck	Prosper
Boyd	Gunter	Putnam
Bridgeport	Haltom City	Quitman
Brownwood	Harker Heights	Red Oak
Buffalo	Haskell	Reno (Parker County)
Burkburnett	Haslet	Richardson
Burleson	Hewitt	Richland
Caddo Mills	Highland Park	Richland Hills
Canton	Highland Village	River Oaks
Carrollton	Honey Grove	Roanoke
Cedar Hill	Hurst	Robinson
Celeste	Hutto	Rockwall
Celina	Iowa Park	Roscoe
Centerville	Irving	Rowlett
Cisco	Justin	Royse City
Clarksville	Kaufman	Sachse
Cleburne	Keene	Saginaw
Clyde	Keller	Seagoville
College Station	Kemp	Sherman
Colleyville	Kennedale	Snyder
Colorado City	Kerens	Southlake
Comanche	Kerrville	Springtown
Commerce	Killeen	Stamford
Coolidge	Krum	Stephenville
Coppell	Lakeside	Sulphur Springs
Copperas Cove	Lake Worth	Sweetwater
Corinth	Lancaster	Temple
Corral City	Lewisville	Terrell
Crandall	Lincoln Park	The Colony
Crowley	Little Elm	Throckmorton
Dalworthington Gardens	Lorena	Trophy Club
Denison	Madisonville	Tyler
DeSoto	Malakoff	University Park
Duncanville	Mansfield	Venus
Eastland	McKinney	Vernon
Edgecliff Village	Melissa	Waco
Emory	Mesquite	Watauga
Ennis	Midlothian	Waxahachie
Eules	Murphy	Westlake

Updated 3-31-14

ACSC Cities (168 Total)

Westworth Village
Whitesboro

White Settlement
Wichita Falls

Woodway
Wylie



2013 Year In Review

Atmos Cities Steering Committee Has Another Active Year In 2013

This year in review of the Atmos Cities Steering Committee (“ACSC”) highlights a few of the notable proceedings in which ACSC participated throughout 2013. ACSC maintained its presence before the Texas Legislature concerning gas utility matters, including the Sunset Review of the Railroad Commission (“RRC”). Additionally, ACSC settled Atmos Mid-Tex’s first RRM filing under the newly renegotiated RRM tariff. ACSC expects to be equally busy in 2014, with another annual RRM filing and gearing up for the 2015 legislative session.

Sincerely,

Jay Doegey and Odis Dalton, Chairmen of the Steering Committee

ACSC Representatives Make Legislative Visits to Legislators in Local Offices

In the fall of 2013, ACSC representatives continued ACSC’s ongoing efforts to promote consumer interests at the Legislature. Specifically, ACSC representatives conducted meetings with over 31 legislators and staffers at their local district offices. The purpose of these meetings was to introduce ACSC’s membership and agenda, as well as to offer ACSC as a resource on gas utility matters. ACSC representatives also sought input regarding concerns of the legislators. ACSC representatives have thus far met with legislators in the Metroplex, Central Texas, West Texas, the Houston area, and North/Northeast Texas. The reception and impact that the interim legislative activities have achieved has overall been very good.

These interim efforts will continue in the new year to prepare for the 2015 legislative session. In 2014, ACSC intends to follow up with staffers for the members ACSC representatives have already visited with and to make additional visits. Additionally, in the spring, ACSC will be developing its agenda for the 2015 legislative session.



ACSC Settles 2013 RRM With Atmos Mid-Tex

In July of 2013, Atmos Energy Corporation Mid-Tex Division (“Atmos Mid-Tex” or “Company”) filed a Rate Review Mechanism (“RRM”) application with each of the ACSC members. You will recall that earlier in 2013, ACSC and Atmos Mid-Tex renewed the RRM mechanism for an additional period of five years.

In the filing, Atmos Mid-Tex alleged a test year revenue deficiency of \$25.7 million on a total company basis. Pursuant to the RRM renewal ordinances passed by the ACSC cities, the Company was required in its filing to make an automatic downward adjustment of \$3 million to its alleged cost of service revenue deficiency. Including this adjustment, Atmos requested \$22.7 million in additional revenues.

ACSC hired consultants, who performed discovery upon the Company’s rate request. The consultants produced a report to ACSC counsel in late August 2013. The report concluded that the Company was entitled to additional revenues but significantly less than it had requested. After several rounds of negotiations with Atmos Mid-Tex, the Company agreed to accept additional revenues of \$16.6 million, rather than the initially requested \$22.7 million. The Executive Committee recommended adoption of the settlement and ACSC cities passed ordinances adopting the settlement in fall of 2013. Due to ACSC’s advocacy in both the renegotiation of the RRM tariff, as well as in the 2013 RRM filing, Atmos Mid-Tex ratepayers will pay rates designed to collect over \$9 million **less** than originally requested by the Company.



Appeal of Atmos Pipeline Rate Case Heard at Third Court of Appeals

In GUD No. 10000, Atmos Pipeline—Texas’ (“APT”) last rate case, the Railroad Commission of Texas (“Commission”) introduced a trial run of a new rate mechanism that has proven harmful to consumers. In that case, the Commission allocated all of APT’s revenue requirement to its rate-regulated customers, despite the fact that APT also serves unregulated customers who contract with APT for gas service. The Commission determined that APT and the rate-regulated customers would “share” in the alleged volatility of Other Revenues, due to changes in the amount of these revenues from year to year. The Commission thus approved the Rider REV tariff, which requires an annual filing by APT to report the amount of revenues received from unregulated customers in the preceding year. To the extent the amount exceeds \$83.7 million in any one year, APT provides an additional credit to the Rate CGS and PT customers in the amount of 75% of the additional revenues, keeping 25% for itself. To the extent the amount of unregulated revenues is less than \$83.7 million, APT raises the rates to CGS and PT customers by 75% of the “shortfall.”



ACSC strongly opposed the creation of the Rider REV tariff in GUD No. 10000. ACSC has pursued an appeal to the courts in an effort to overturn the Commission’s decision to implement the Rider REV tariff. In December of 2012, a Travis County District Court judge affirmed the Railroad Commission order creating the Rider REV tariff. ACSC appealed the district court’s decision to the Third Court of Appeals in Austin. In October of 2013, the Third Court of Appeals heard oral argument regarding the Rider REV tariff.

ACSC argued that the Rider REV tariff is unlawful piecemeal ratemaking and that it is detrimental to customers. The Railroad Commission and APT argued mainly that the Commission’s authority under the law is virtually unfettered when it comes to ratemaking. The Third Court has taken the matter under advisement and has not yet issued a ruling in the appeal of GUD No. 10000.

ACSC Sets Budget and Elects Officers for 2014

At the December 19, 2013 membership meeting, ACSC approved its budget for 2014. Additionally, ACSC members elected the following officers for 2014:

Co-Chairs—Jay Doegey, Arlington & Odis Dolton, Abilene

Co-Vice Chairs—Tim Kelty, Red Oak & Carla Robinson, College Station

Secretary—Joel Welch, Haltom City

Congratulations to the 2014 ACSC officers!



Commission Extends Rider REV Tariff

In late 2013, APT filed an application to renew the Rider REV tariff. APT sought renewal of the tariff for an additional term of three years. ACSC intervened and argued that the Rider REV should not be renewed. ACSC's main objection to the renewal of the Rider REV is that over the life of its three-year trial period, the Rider REV has proven to be detrimental to customers. While customers saw a credit of \$3.8 million in the first year of its application, over the next two years, customers experienced an \$8.6 million *increase* in rates. Over the life of the trial run of the Rider REV, customers had to pay \$4.8 million in additional rates simply due to the Rider REV. ACSC presented this evidence as proof that the Rider REV harms customers. The evidence conclusively showed that APT is in fact overearning, above its authorized rate of return, due to a combination of both the Rider REV tariff and annual GRIP filings.

Rider REV was originally approved on the alleged grounds that revenues from non-regulated customers are unpredictable. ACSC's testimony, however, showed that this was not the case—unregulated revenues are stable and predictable. APT also claimed that the Rider REV reduces the need for general rate cases. ACSC was also able to refute that claim, as the GRIP statute requires APT to file a rate case periodically.

The Commission's Hearings Examiners held a hearing in late October 2013. The Examiners issued a proposal for decision in December 2013, recommending the renewal of the Rider REV tariff, despite the overwhelming evidence presented by ACSC that Rider REV is not in the public interest. In December, the Commission adopted the Examiners' recommendation without any discussion whatsoever. The Commission issued an order renewing the Rider REV for an additional period. Additionally, the Commission restricted whom may intervene and participate in Rider REV proceedings. ACSC will file its Motion for Rehearing on the Commission's Order on January 10, 2014.

Questions?

If you have questions about any Steering Committee matter or communication, please feel free to contact:

Geoffrey Gay at
(512) 322-5875 or ggay@lglawfirm.com or

Thomas Brocato at
(512) 322-5857 or tbrocato@lglawfirm.com.

They will be happy to answer your question or assist you.



Lloyd Gosselink Rochelle and Townsend, P.C.
816 Congress Avenue Suite 1900
Austin, Texas 78701

City Council Meeting
June 17, 2014

Issue

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

Background

Training programs are a very important aspect of employee retention and development. By offering effective training programs for all levels of employees, organizations are not only promoting personal and professional development, they are also investing time and money in the employees that will hopefully result in increased commitment and reduced turnover and absenteeism rates.

The City of Plano is well known for its Professional Development Center that offers city employees a variety of training classes and programs, from a very in-depth six month on-boarding program for new employees to its very successful 21st Century Leadership Program, a six month training program for supervisors and supervisors-to-be. In order to more effectively serve the citizens while also providing growth opportunities for the employees, the City of Murphy would like to continue our Interlocal Agreement that will allow our employees to participate in training programs offered by Plano's Professional Development Center. The training ILA has been in place since October 2009. The current Agreement expires on September 30, 2014 with the opportunity to extend the term by two (2) additional twelve (12) month periods by giving written notice to Plano.

Financial Considerations

The staff at the City of Plano has proposed to offer their training classes and programs to the City of Murphy at a very affordable price when compared to similar programs offered by professional training organizations. Class and program costs range from \$30 to \$250 for single classes as well as series of courses. In addition to sending employees to Professional Development classes based on training needs, we would like to continue sending winners of our Rising Star award to the Leadership for the 21st Century supervisor program that runs from April through September each year. The cost is \$2,000 per person. Training money is budgeted within the Administration training budget as well as departmental training budgets that can be used for these classes throughout the year.

Board/Staff Recommendation

Staff recommends approval of a resolution extending the Interlocal Agreement for training services with the City of Plano for an additional twelve month period expiring September 30, 2015.

Attachments

Resolution

Current ILA with City of Plano for Training Services

RESOLUTION NO. 14-R-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AUTHORIZING FOR EMPLOYEE TRAINING BETWEEN THE CITY OF MURPHY, TEXAS AND THE CITY OF PLANO, TEXAS.

WHEREAS, the City of Murphy, Texas entered into an Interlocal Agreement with the City of Plano, Texas to provide employee training services pursuant to the terms in the agreement attached hereto as ***Exhibit A*** effective October 1, 2013 and ending September 30, 2014; and,

WHEREAS, said contract provides for the option to extend the agreement by two (2) additional twelve (12) month periods by giving written notice to the City of Plano; and,

WHEREAS, the participants are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Murphy that,

the City approves the option to extend the agreement by an additional year beginning October 1, 2014 and ending September 30, 2015 and authorizes the City Manager to provide written notice to the City of Plano pursuant to the terms of the agreement.

PASSED AND APPROVED by the City Council of the City of Murphy this 17th day of June, 2014.

APPROVED:

Eric Barna, Mayor

ATTEST:

Kristi Gilbert, City Secretary

Contract Reference No. : 201308002



Purchasing Division
1520 K Avenue, Suite 370
Plano, TX 75074
Tel: 972.941.7557
www.plano.gov

City of Plano
P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
www.plano.gov

June 10, 2014

City of Murphy
Attn: Kristi Gilbert
206 N. Murphy Road
Murphy, TX 75094

RE: Contract No.: **2013-268-I**
INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE CITY OF MURPHY FOR CITY OF MURPHY EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM

Dear Ms. Gilbert:

The above mentioned interlocal agreement will expire on **September 30, 2014**. Per the above mentioned Interlocal Agreement, *the City of Murphy shall have the right and option to extend the terms hereof by two (2) additional twelve (12) month periods by giving written notice to Plano*. The next term of this interlocal agreement will be from **October 1, 2014 to September 30, 2015**. It is understood all terms and conditions will be held firm during the contract period.

All payments must be submitted to the following address:

City of Plano – Accounting Department
P.O. Box 860279
Plano, TX 75086-0279

Please review, sign and return this interlocal renewal letter to sharronm@plano.gov

If you have any further questions, please contact Sharron Mason, Sr. Buyer in the City of Plano-Purchasing Division at (972) 941-7247.

Sincerely,

Sharron Mason
Sharron Mason
Sr. Buyer

The City of Murphy
Acknowledge Receipt of Agreement Renewal Letter

Signature

____/____/____
Date

Harry LaRosiliere Mayor	Lissa Smith Mayor Pro Tem	Ben Harris Deputy Mayor Pro Tem	Pat Miner Place 1	André Davidson Place 3	Jim Duggan Place 5	Patrick Gallagher Place 7	David Downs Place 8	Bruce D. Glasscock City Manager
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**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF MURPHY, TEXAS
FOR CITY OF MURPHY EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM
2013-268-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and the **CITY OF MURPHY, TEXAS**, a Home-Rule Municipal Corporation hereinafter referred to as "Murphy", as follows:

WITNESSETH:

WHEREAS, Plano and Murphy are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and Murphy to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, City of Plano Professional Development Center offers Business Productivity education courses ("Program") and desires to offer the Program to Murphy employees; and

WHEREAS, Murphy desires to offer its employees the opportunity to attend the Program taught by the City of Plano. The classes in the Program are as shown on the City of Plano Scope of Services, attached hereto and marked **Exhibit "A"**; and

WHEREAS, Murphy has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

NOW, THEREFORE, Plano and Murphy, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
TERM**

This Agreement shall commence on October 1, 2013 and end on September 30, 2014. Murphy shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Plano.

**II.
THE PROGRAM**

The parties agree that Plano shall offer the courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Murphy shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Murphy shall provide Plano with required student-employee information for the purpose of registration and documentation. Murphy shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of the City of Murphy.

2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Murphy.

IV.
CONSIDERATION / FEES

A. Murphy shall pay Plano according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Payment shall be made within 30 days of receipt of invoice for services provided. Murphy will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Murphy having the revenues available for that contract term.

B. Plano recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions.

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Murphy shall pay all fees and costs, if any, incurred by Plano pursuant to this Agreement through the effective date of termination.

VI.
RELEASE AND HOLD HARMLESS

Plano, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Murphy, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Murphy and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

**VII.
NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

City of Murphy Representative:

Stacy Buckley
Human Resources Manager
City of Murphy
206 N Murphy Road
Murphy, Texas 75094
T 972-468-4018

City of Plano Representative:

Daryll McCarthy
Human Resources Training Manager
City of Plano
1520 Avenue K
Plano, Texas 75074
T 972-941-5216

**VIII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Murphy has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**X.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

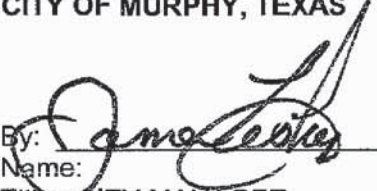
**XIII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF MURPHY, TEXAS

Date: Aug. 28, 2013

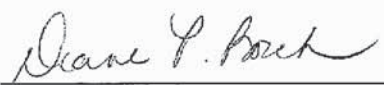
By: 
Name: _____
Title: CITY MANAGER

APPROVED AS TO FORM:

Andy Messer, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: 9.25.13

By: 
Diane Palmer-Boeck
PURCHASING MANAGER

APPROVED AS TO FORM:

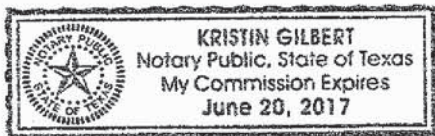


Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

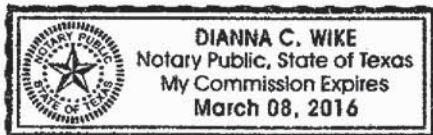
This instrument was acknowledged before me on the 23rd day of August, 2013, by James R. Roca City Manager, of **CITY OF MURPHY, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.




Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 25th day of September, 2013, by **DIANE PALMER-BOECK**, Purchasing Manager, of **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.




Notary Public, State of Texas

Exhibit A

Scope of Services

Training classes to be available to the City of Murphy employees include:

Leadership
Management
Customer Service
Diversity
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Half day class = \$65.00
Full day class = \$110.00
2 hour class = \$35.00

Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

Six month Leadership for the 21st Century = \$1,650.00

7 Habits = \$285.00 plus manual cost of \$125.00

Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 3 business days notification prior to the start of the class. No shows will be billed.

City Council Meeting
June 17, 2014

Issue

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

Staff Resource / Department

Rod Hogan, Interim Director of Parks and Public Works

Background/History

The Timbers Nature Preserve improvement project has fallen behind schedule. Staff is recommending changing consulting firms to complete the bidding and construction phase. Wade Peterson worked with HOK Planning Group during the initial phase of the project. Mr. Peterson has since left HOK and is now working with Pacheco Koch. Pacheco Koch has provided a scope of work to complete the project. Mr. Peterson will continue to serve as the project manager.

Financial Considerations

Total fees and reimbursables will be \$67,000. Funding for the proposal will be available with the savings in the termination of the initial contract with the existing consultant.

Action Requested / Staff Recommendation

Motion to authorize the City Manager to execute a contract with Pacheco Koch to complete the bidding construction phase of the Timbers Nature Preserve project.

Attachments

Scope of Work for Pacheco Koch



June 11, 2014
PK No.: 0100

Mr. James Fisher
City Manager
CITY OF MURPHY
206 North Murphy Road
Murphy, Texas 75094

Re: Professional Landscape Architecture Services
TIMBERS PRESERVE BID AND CONSTRUCTION ADMINISTRATION
Murphy, Collin County, Texas
MAPSCO: D9A, D

Dear Mr. Fisher:

Pacheco Koch, LLC is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding the project consists of a 2.4 million dollar park construction project, located at the intersection of Bunny Run and Maxwell Creek Road in Murphy, Texas.

It is our understanding that, prior to beginning work, Pacheco Koch will be provided a current comprehensive Boundary & Topographic Survey of the site and digital drawing files to be utilized in preparation of the bid documents. The plans will be provided in an AutoCAD compatible format. Pacheco Koch will be entitled to rely on the survey as being true and accurate in all respects and assume no liability for errors or conflicts that may arise as a result of inaccurate or incomplete information on said survey.

SCOPE OF SERVICES

Based on our preliminary discussions and review of the information received to date, the following is our perception of the services to be provided by Pacheco Koch for the referenced project:

Landscape Architecture Services

BID READY DOCUMENTS Pacheco Koch will take digital drawings and specifications provided by the City of Murphy and prepare the project for public bidding. It is anticipated that this will include several items:

Included in this item:

- Re-attaching all digital reference files, updating the title blocks, specifications and details.
- Making plan and specification adjustments as needed to bring the documents into conformance.
- Coordinate with utility providers that have easements in the area of work.
- Coordinate and sub-contract with the environmental consultant to finish the work required by the USACE and receive the approvals to proceed. It is anticipated that this will take a minor fee adjustment for both related to the amount of time that has passed and minor changes in scope that have occurred since the project went on hold.
- Coordinate with the past consultants for Electrical Engineering and Structural Engineering to obtain their bid-ready documents. It is anticipated that this will take a minor fee adjustment for both related to the amount of time that has passed and minor changes in scope that have occurred since the project went on hold.

Not included in this item:

- Submittal fees, if any, for utility providers and the USACE. It is anticipated that this will be coordinated by Pacheco Koch, and paid for by the City of Murphy.

BID PHASE SERVICES: Pacheco Koch will provide bid phase services for the project that include the following:

A representative will attend up to three (3) project coordination meetings during the Bid Phase of Services. Meetings anticipated are:

- Pre-Bid Conference
- Bid Opening and Review
- Council briefing for approval of a bidder for a construction contract.

Pacheco Koch will assist the City of Murphy by:

- Assist in preparing the advertisement for bid.
- Respond to potential bidder RFI's
- Develop and issue addenda during the bid phase as required.
- Checking references of the apparent low bidder.
- Develop a bid tab summary of all bidders.

Not included in this item:

- Re-design of the project to meet a given budget or re-bid of the same. It is anticipated that the Alternates provided for the project will allow the flexibility required to award a contract within budget.

SUB-CONSULTANT FEES: Pacheco Koch will sub-contract with an electrical engineer, structural engineer, and an environmental consultant to provide specialty review of submittals and shop drawings during construction. This would include any critical site visits by these same sub-consultants.

SITE VISITS AND CONSTRUCTION MEETINGS: A representative from Pacheco Koch will attend meetings, presentations and briefs for the following anticipated scope. All assumptions are based on a nine (9) month construction schedule. Should construction be delayed or extended through no fault of Pacheco Koch, it is anticipated that the City and Consultant shall reach an agreement as to additional service fees, if any, may be required.

- Bi-weekly (twice monthly) construction progress meetings with the Contractor and a City representative to review the progress of the work.
- Attend and provide a substantial completion punch list of items to be completed by the contractor.
- Final walk through to verify that the punch list is complete.

CONSTRUCTION ADMINISTRATION: Pacheco Koch will provide limited Construction Administration services related to the work shown on the Plans. Construction duration is anticipated to take no longer than 9 months.

A representative will process shop drawings and product submittals, respond to RFI's, and issue supplemental instructions if required related to the work shown on the Plans. Submittals not required by the contract documents will not be reviewed. Pacheco Koch will review and process pay applications for the Contractor monthly.

A representative will attend meetings with a City representative and the Contractor on a bi-weekly basis throughout construction as outlined in "Meetings and Presentations".

In conjunction with the bi-weekly meetings, Pacheco Koch will visit the site at critical junctures during the course of site construction up to one (1) time per week through the course of construction. Pacheco Koch will visit the construction site to monitor progress of the construction and to check for general compliance with the construction documents.

This shall not be construed as performing continuous construction inspection. Sub-consultant shop drawing review and site visits are included under "Sub-consultants."

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

VERIFICATION SURVEY (LOMR): Pacheco Koch will perform a one-time on-the-ground verification survey, under the direct supervision of a Registered Professional Land Surveyor, of the proposed drainage improvements within Timbers Nature Preserve Park. The survey will include spot topographic verification of the channel grading and nine (9) hydraulic structures within the site. Vertical control will be established based on City control monuments or on the nearest existing FEMA Reference Mark, whichever is available.

Included in this item:

- Detailed culvert/bridge, and weir crossing information will be obtained for nine (9) hydraulic structures.

LETTER OF MAP REVISION (LOMR): Pacheco Koch will update the previously approved Conditional Letter of Map Revision (CLOMR) for Timbers Nature Preserve Park (Bunny Run South Tributary) based the verification survey referenced above. Additional modifications to the drainage improvements after CLOMR approval will also be incorporated. A narrative drainage report requesting a LOMR will be prepared to document the procedures and findings of our analysis. The report will be submitted to FEMA to request a Letter of Map Revision (LOMR). Typical approval time of a LOMR through FEMA ranges from six (6) to eight (8) months after the improvements have been constructed.

Included in this item:

- Narrative drainage report.
- Floodplain work maps.
- Technical documentation.
- Completed FEMA application forms.
- FEMA notifications and public floodway notices.
- Coordination with FEMA and the City.

Not included in this item:

- FEMA Application and review fee will be paid by the Client (approximately \$5,300.00).

Based on our understanding of the scope of services, the following items are not included in this proposal:

1. Preliminary and final platting
2. Dedications of easements and/or right-of-way by separate instrument
3. Construction staking
4. Preparation of Record Drawings

SCHEDULE

Pacheco Koch acknowledges the importance to City of Murphy of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. City of Murphy understands, however, that Pacheco Koch's performance must be governed by sound professional practices. If, through no fault of Pacheco Koch, such periods of times or dates are changed, or the orderly and continuous progress of Pacheco Koch's services is impaired or Pacheco Koch's services are delayed or suspended, then the time for completion of Pacheco Koch's services, and the rates and amounts of Pacheco Koch's compensation, shall be adjusted equitably. If requested, Pacheco Koch would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.

COMPENSATION

Pacheco Koch proposes to provide the services described above on a Fixed Fee basis for a total fee, exclusive of direct reimbursable costs, as follows:

Surveying Services

<i>BID READY DOCUMENTS</i>	\$ 8,000.00*
<i>BID PHASE SERVICES</i>	\$ 4,000.00
<i>SUB-CONSULTANT FEES</i>	\$ 13,500.00**
<i>SITE VISITS AND CONSTRUCTION MEETINGS</i>	\$ 6,500.00
<i>CONSTRUCTION ADMINISTRATION</i>	\$ 13,000.00
<i>VERIFICATION SURVEY (LOMR)</i>	\$ 6,000.00
<i>LETTER OF MAP REVISION (LOMR)</i>	<u>\$ 12,000.00***</u>

TOTAL \$ 63,000.00

COMPENSATION ASSUMPTIONS: Development of the Fee Structure was based on the following assumptions for each task:

Bid Ready Documents:

- (16) hours reference re-attach
- (16) hours plan/spec review
- (16) hours plan/specification/bid doc updates
- (10) utility provider coordination
- (12) sub-consultant contracts, meetings

Bid Phase Services:

- (3) two hour meetings/briefings
- (3) hours reference check and advertisement
- (8) hours RFI responses
- (4) hours addenda preparation
- (2) hours bid tab summary
- (12) hours reproduction/printing bid sets

Sub-Consultant Fees:

Environmental Consultant:	\$4,000
Structural Engineer Bid/CA:	\$6,000
Electrical Engineer Bid/CA:	\$3,500

Site Visits & Construction Meetings:

- (18) 1.5 hour construction progress meetings
- (8) hours substantial completion punch list visit and preparation
- (3) hours punch list verification
- (4) hours project close out

Construction Administration:

- (36) 2 hour construction site visits and progress report preparation
- (40) hours shop drawing/submittal review/process/mark-up
- (36) hours RFI response, ASI issuance

LOMR Verification Survey for FEMA:

- (4) field days with data input
- (70) hours hydraulic model, report preparation, submittal documents, data analysis

TOTAL FEES: \$63,000

ESTIMATED REIMBURSABLES: \$4,000

*If bid-ready plans are provided, signed and sealed, by the City, this fee will be reduced by \$6,000, to a total of \$2,000

**If bid-ready plans are provided, signed and sealed, by the City, this fee will be reduced by \$8,000, to a total of \$5,500

***The LOMR modeling was previously contracted through HOK, but not invoiced to them. The LOMR verification survey was previously anticipated to be completed by the City of Murphy contract engineer. If the City wishes to complete that work, this fee will be reduced by \$6,000, to a total of \$9,000.

Please note that the fees above are based on the assumption that Pacheco Koch will perform the above services all together for this project. In the event any item is deleted from the scope of work, Pacheco Koch reserves the right to adjust the fees for other items as appropriate.

SUMMARY

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Pacheco Koch, LLC on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal should no longer be valid.

Pacheco Koch, LLC is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposal and accompanying agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. Upon receipt of notice to proceed, either in writing or verbally, it will be assumed said agreement is accepted by all parties and services will be provided accordingly. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Wade C. Peterson, R.L.A.

WCP/dtn/01-13145



STANDARD BILLING RATES FOR IN HOUSE REIMBURSABLE CHARGES

(Rates are subject to change at any time.)

Reproduction:

Black Line Bond Prints.....	\$ 0.50/sf
Black Line Vellum Prints.....	\$ 1.50/sf
Black Line Mylar Prints	\$ 2.00/sf
Color Bond Plots.....	\$ 3.00/sf
Color Prints (8 1/2" x 11")	\$ 1.00/ea
Photocopies (8 1/2" x 11")	\$ 0.10/ea

Monumentation (Materials Only):

3" Aluminum Disks.....	\$25.00/ea
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Mounting:

Foam-core (3/16")	\$4.00/sf
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Binding Services:

Punch & Bind	\$2.00/ea
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Storage Media:

CD.....	\$ 8.00/ea
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Travel Expenses:

Per Diem (Lodging/Meals)	\$ 100.00/Day/Person
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SCHEDULE OF STANDARD HOURLY BILLING RATES
(Our hourly rates are subject to change at any time.)

ENGINEERING

Principal.....	\$215.00/Hr.
Senior Associate Principal.....	\$210.00/Hr.
Associate Principal.....	\$190.00/Hr.
Senior Project Manager	\$140.00/Hr.
Project Manager	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Engineer	\$95.00/Hr.
Senior Technician	\$110.00/Hr.
Design Technician.....	\$80.00/Hr.
Technician	\$75.00/Hr.
Research Coordinator.....	\$65.00/Hr.
Technical Assistant	\$50.00/Hr.
Administrative Supervisor	\$120.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant.....	\$70.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.

SURVEYING

Principal.....	\$215.00/Hr.
Senior Associate Principal.....	\$210.00/Hr.
Associate Principal.....	\$190.00/Hr.
Senior Project Manager	\$140.00/Hr.
Project Manager	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Surveyor.....	\$95.00/Hr.
Survey Intern.....	\$90.00/Hr.
Senior Technician	\$90.00/Hr.
Technician	\$75.00/Hr.
Research Coordinator.....	\$65.00/Hr.
Technical Assistant.....	\$50.00/Hr.
Administrative Supervisor	\$120.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant.....	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.
Field Crew Coordinator.....	\$105.00/Hr.
Survey Field Crew (1-person)	\$95.00/Hr.
Survey Field Crew (2-person)	\$135.00/Hr.
Survey Field Crew (3-person)	\$195.00/Hr.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Timbers Preserve Bid and Construction Administration

Murphy, County, Texas

PK No: 0100

This Agreement is made between Pacheco Koch, LLC, a Texas limited liability company, (hereinafter referred to as "PK") whose mailing address is 8350 N. Central Expressway, Suite 1000, Dallas, Texas 75206, and City of Murphy, (hereinafter referred to as "CLIENT"), whose mailing address is 206 North Murphy Road, Murphy, Texas 75094, and is subject to the following terms and conditions to which the parties mutually agree:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 In consideration of the mutual covenants contained herein, PK shall perform the services identified in letter of proposal dated June 11, 2014, which is made a part hereof, in accordance with the terms of this Agreement.
- 1.2 PK will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of the CLIENT and by an authorized representative of PK.
- 1.3 PK shall not be responsible for a CLIENT's directive or substitution made without PK's agreement and which agreement shall not be unreasonable withheld.

ARTICLE 2 - AMENDMENTS

- 2.1 CLIENT, without invalidating this Agreement, may request changes within the general scope of the Service required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving the CLIENT's request, PK shall return to CLIENT a written change proposal setting forth an adjustment to the services and cost estimated by PK to represent the value of the requested changes. Following CLIENT's review of PK's change proposal, CLIENT shall execute said written proposal authorizing PK to perform the changes in the Services.

ARTICLE 3 - PROJECT COSTS AND PAYMENT

- 3.1 PK shall be compensated, in U.S. Dollars, in accordance with the afore referenced letter of proposal and any subsequent executed amendments to said proposal.
- 3.2 Unless otherwise noted, direct costs such as application fees, review fees, blueprinting, reproductions, delivery fees, etc. are not included in the fees above and will be charged at cost times a multiplier of 1.10.
- 3.3 State and local sales tax shall also be considered a direct cost when applicable and will be charged at cost. Please note that professional boundary surveying services are subject to state sales tax.
- 3.4 PK will submit an invoice to CLIENT at the end of each month, on an hourly rate basis or based on the estimated percentage of completion of the services as stipulated in the proposal, unless otherwise specified by the CLIENT in writing and agreed upon by PK.
- 3.5 Payment shall be made by CLIENT within 30 days after receipt of the invoice.
- 3.6 PK shall be compensated by CLIENT for services rendered regardless of whether or not any impending sale of the subject property is finalized.
- 3.7 CLIENT shall provide written notification to PK within 15 days of receipt of the invoice should CLIENT object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by CLIENT within 30 days of receipt of said invoice.
- 3.8 If legal action is necessary to enforce payment provisions of this Agreement, PK shall be entitled to collect from CLIENT any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by PK in connection therewith.
- 3.9 A finance charge of 1.50% per month will be paid by CLIENT for all non-disputed invoices after 30 days.
- 3.10 If CLIENT for any reason fails to pay the undisputed portion of any invoice within 30 days of presentation, PK has the right to cease work on the project and CLIENT shall waive any claim against PK for cessation of services, and shall defend and indemnify PK from and against any claims for injury or loss stemming from said cessation of services. In the event the project is restarted, CLIENT shall also pay the cost of restarting and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

ARTICLE 4 - DELAYS AND TERMINATION

- 4.1 CLIENT or PK may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party. A complete settlement of all claims upon such termination of this Agreement shall be made as follows: In the event of any termination PK will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLIENT's sole risk, subject to the provisions here within. In the event the services cannot be performed on or before the projected due date because of circumstances beyond the control of PK, including, but not limited to strike, fire, riot, excessive precipitation, act of God, governmental action, third party action or action of omission by CLIENT, the services shall be amended by CLIENT and PK in accordance with Article 2 of this Agreement.
- 4.2 If the CLIENT suspends the Project, PK shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, PK shall be compensated for expenses incurred in the interruption and resumption of PK's services. PK's fees for the remaining services and the time schedules shall be equitably adjusted.
- 4.3 If the CLIENT suspends the Project for more than 90 cumulative days for reasons other than the fault of PK, PK may terminate this Agreement by giving not less than seven (7) days' written notice.
- 4.4 CLIENT's failure to make payment to PK in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by PK.

ARTICLE 5 - RIGHT OF ENTRY

- 5.1 CLIENT shall provide for PK's right to enter from time to time, property owned by CLIENT and/or others in order for PK to fulfill the scope of services included hereunder.

ARTICLE 6 - INFORMATION PROVIDED BY OTHERS

- 6.1 PK shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to PK such information as is available to CLIENT. CLIENT recognizes that it is impossible for PK to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. CLIENT shall be responsible for, and PK may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PK pursuant to this Agreement. PK may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. Accordingly, CLIENT waives any claim against PK, and agrees to defend, indemnify and hold PK harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to PK by CLIENT. Further, CLIENT agrees to compensate PK for any time spent or expenses incurred by PK in defense of any such claim, with such compensation to be based upon PK's prevailing fee schedule and expense reimbursement policy.
- 6.2 Subject to the standard of care set forth here within, PK and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

ARTICLE 7 - CONSTRUCTION ACTIVITIES

- 7.1 CLIENT agrees that the General Contractor is solely responsible for job site safety and for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination all construction activities and warrants that this intent shall be made evident in CLIENT's agreement with the General Contractor.
- 7.2 Unless otherwise required in this Agreement, PK shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 8 - CONFIDENTIALITY

- 8.1 PK shall maintain as confidential, and not disclose to others without CLIENT's prior written consent, all information obtained from CLIENT, not otherwise previously known to PK in the public domain. The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of PK, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction. PK will notify CLIENT in writing immediately if information is requested under item (iii) above. PK shall keep such information strictly confidential and shall not disclose it to any other person except to (i) its employees, (ii) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (iii) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 9 - OWNERSHIP OF INSTRUMENT OF SERVICE

- 9.1 All reports, plans, specifications, field data, field notes, calculations, estimates and other documents prepared by PK, as instruments of service shall remain the property of PK. PK shall retain these records for a period of five (5) years following completion of services, during which period they will be made available to CLIENT at all reasonable times.

ARTICLE 10 - JURISDICTION

- 10.1 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, we are required to inform you that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.
- 10.2 This Agreement is to be governed by the laws of the State of Texas.

ARTICLE 11 - INDEMNITY

- 11.1 PK shall indemnify and hold harmless CLIENT from and against lawsuits, claims, liabilities, causes of action, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including, but not limited to, any government agency or branch or any third party to the extent the same arise from (i) a breach by PK of any term or provision of this Agreement, (ii) violation by PK of federal, state or local statute, rule, regulation or ordinance in the negligent performance of the Services, or (iii) negligent errors or omissions of PK or its employees, agents, or subcontractors in the performance of the Services.
- 11.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PK and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs), by whomever asserted, including, but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by PK, any third party or employee employed or retained by PK, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of CLIENT or agent of CLIENT, (ii) violation of federal, state, or local statute, rule, regulation or ordinance by CLIENT or agent of CLIENT, (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site, or (iv) inaccurate information provided by CLIENT to PK provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

ARTICLE 12 - LIMITATION OF LIABILITY

- 12.1 CLIENT, through its authorized representative, identified below, and PK, have discussed their risks, rewards and benefits of the project and PK's total fee for services. Neither PK, nor their consultants, agents, or employees shall be jointly, severally or individually liable to CLIENT in excess of one hundred thousand (\$ 100,000.00) by any act of omission, including breach of contract or negligence not amounting to willful or intentional wrong.

- 12.2 If, due to PK's error, any required item or component of the project is omitted from the construction documents, PK's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will PK be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- 12.3 CLIENT and PK mutually agree that PK's liability to CLIENT for all causes shall be limited to the proceeds from any insurance available to PK.

ARTICLE 13 – FIDUCIARY RESPONSIBILITY

- 13.1 CLIENT confirms that neither PK nor any of PK's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by PK or any of PK's subconsultants or subcontractors, as a consequence of PK's entering into this Agreement with the CLIENT.
- 13.2 If this Agreement is a subcontract to CLIENT'S agreement with OWNER, CLIENT also confirms that neither PK nor any of PK's subconsultants owes a fiduciary responsibility to the CLIENT or OWNER. CLIENT shall, as a material element of the consideration the Consultant requires performance of the services enumerated herein, require OWNER to formally recognize this provision in CLIENT's agreement with OWNER.

ARTICLE 14 - INSURANCE

- 14.1 PK represents that it now carries and will continue during the terms of this Agreement to carry Workers Compensation, Comprehensive General Liability and Comprehensive Automobile Liability insurance required by the laws of the State of Texas. A current PK Insurance Certificate will be provided to the CLIENT, if requested.

ARTICLE 15 - ASSIGNMENT

- 15.1 Unless otherwise noted, neither PK nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of both parties. PK shall not subcontract any portion of the work to be performed hereunder, except that PK may use the services of persons and entities not in the employ of PK when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. PK's use of others for additional services shall not be unreasonably restricted by CLIENT provided PK notifies CLIENT in advance.
- 15.2 PK may, at their discretion, assign this contract to a subsidiary of PK. PK shall notify CLIENT of their assignment at such time it takes place.

ARTICLE 16 - NOTICES

- 16.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail or by a commercial courier service to the business address identified at the end of the Agreement. All notices shall be effective upon the date of receipt.

ARTICLE 17 – STANDARD OF CARE

- 17.1 The standard of care for all professional engineering and related services performed or furnished by PK under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. PK makes no warranties, express or implied, under this Agreement or otherwise, in connection with PK's services.

ARTICLE 18 – OTHER PROVISIONS

- 18.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between PK and CLIENT. This Agreement replaces and supersedes all prior discussions and agreements between the CLIENT and PK with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both CLIENT and PK.
- 18.2 Any signature of or pursuant to this Agreement, shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile or email shall be subsequently confirmed by an original re-execution.
- 18.3 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.4 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and PK, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 18.5 CLIENT shall not rely in any way on any Document unless it is issued in final form, signed or sealed by PK or one of its Consultants.
- 18.6 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 18.7 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

By executing this agreement, PK and CLIENT indicate their acceptance and agreement with its terms.

City of Murphy

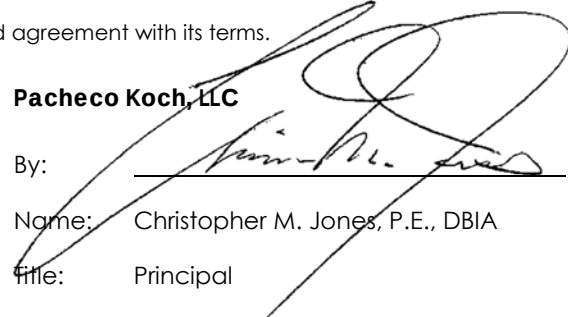
By: _____

Name: _____

Title: _____

Date: _____

Pacheco Koch, LLC

By:  _____

Name: Christopher M. Jones, P.E., DBIA

Title: Principal

Date: June 11, 2014

City Council Meeting
June 17, 2014

Issue

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

Staff Resource / Department

James Fisher, City Manager

Background/History

On November 15, 2011, Council adopted the two attached policies regarding the purchase and use of iPads by members of Council and employees. Since that time, Council has indicated that it would be appropriate for outgoing councilmembers and employees leaving the service of the City to purchase the City issued iPad at the current market value. In the past, Council allowed the previous City Secretary to purchase her iPad at current market value. A previous councilmember has also expressed interest in purchasing their used iPad.

The proposed changes in the policy reflect discussions Council held during budget sessions last summer. Currently, the IT Department uses Gazelle.com, a consumer electronics trade-in site, to determine a current market value of electronic items; however other companies may be used in the future as market conditions change.

Action Requested / Staff Recommendation

Motion to amend the City Council and Employee iPad Purchase and Use Agreement to allow for the purchase of iPads as presented.

Attachments

City Council iPad Purchase & Use Agreement
Employee iPad Purchase & Use Agreement

City of Murphy

Employee iPad Purchase & Use Agreement

The City of Murphy, in an effort to reduce the cost of printing, will use the Apple iPad tablets equipped with annotation software in place of traditional printed copies of the City Council agenda packets. The employee agrees to the following:

1. The City will purchase and install all software required to use the iPad for City business (iAnnotatePDF, Docs to Go, etc.). Employee is free to purchase and install any additional applications at employee's own expense.
2. Information Technology will only provide iPad support as it relates to City needs and applications.
3. If the unit is damaged, lost or stolen, the employee will be required to replace the iPad at his or her personal expense.
4. The requirements of the Public Information Act and/or litigation discovery apply to content located on the iPad so long as the iPad is used by Employee to transact City business. The City may be required to disclose the content thereon upon the receipt of such a request, and Employee shall make his or her iPad available to the City for this purpose. Employee agrees to refrain from downloading any inappropriate material onto his or her iPad so long as the iPad is used for City business.
5. An iPad purchased by the City is considered City property and will be disposed of through normal property auction procedures or may be purchased from the City at current market value at the end of the employee's service to the City or at the time the iPad is replaced according to the City's technology replacement schedule.

Signature

Date

City of Murphy

City Council iPad Purchase & Use Agreement

The City of Murphy, in an effort to reduce the cost of printing, will use the Apple iPad tablets equipped with annotation software in place of traditional printed copies of the City Council agenda packets. The Council Member agrees to the following:

1. The City will purchase all software required to use the iPad for City business (iAnnotatePDF, Docs to Go, etc). The Council Member is free to purchase and install any additional applications at Council Member's own expense, as long as it does not interfere with the required City applications.
2. Information Technology will only provide iPad support as it relates to City needs and applications.
3. If the unit is damaged, lost, or stolen, the Council Member will be required to replace the iPad at his or her own personal expense.
4. The requirements of the Public Information Act and/or litigation discovery apply to content located on the iPad so long as the iPad is used by Council Member to transact City business. The City may be required to disclose the content thereon upon the receipt of such a request, and Council Member shall make his or her iPad available to the City for this purpose. Council Member agrees to refrain from downloading any inappropriate material onto his or her iPad so long as the iPad is used for City business.
5. An iPad purchased by the City is considered City property and will be disposed of through normal property auction procedures or may be purchased from the City at current market value at the end of the Council Member's term or at the time the iPad is replaced according to the City's technology replacement schedule.-

Signature of Council Member

Date

City Council Meeting

June 17, 2014

Issue

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

Staff Resource / Department

James Fisher, City Manager

Kristi Gilbert, City Secretary

Background/History

In response to the interest expressed by Councilmembers at the May 6, 2014 Council meeting, Staff is preparing a video streaming policy in conjunction with cost estimates for the live streaming of meetings in the next fiscal year. It is important to have a policy in place if and when Council moves to video streaming so that Staff and citizens have a clear understanding as to what meetings will be streamed.

At a minimum, it is suggested that all regular meetings of the City Council be live streamed and archived for the public viewing. Additional items to consider are if work sessions and special meetings are to be streamed. Additionally, Council needs to determine what other boards, if any, should be included.

By including all boards it will give provide the opportunity to manage how often boards and commissions meet and to establish an annual calendar that will serve to avoid meeting conflicts, as well as provide clear meetings dates for the public.

While video streaming will bring additional transparency and ease of access to the citizens, there are some limitations that will come with it, including:

- Only meetings held in the Council Chambers will be live streamed and recorded.
- The current height of the dias may need to be adjusted in order to see seated members.
- Joint work sessions may not be recorded due to the limitation of seating available at the dias.

Financial Considerations

The minimum cost for streaming videos is \$11,940 per year which covers up to 30 meetings. This would be enough to cover all Council meetings and a limited number of special meetings. The estimated total fee to video stream the Council meetings and all of the board and commission meetings would be approximately \$21,390 per year. The estimated fees (based on average annual meetings) for each board would break down as follows:

Board	Meetings/Year	Annual Cost
Planning & Zoning Commission	12	\$1,800
Murphy Community Development Corp. (4B)	10	\$1,500
Murphy Municipal Development District	8	\$1,200
Parks and Recreation Board	10	\$1,500
Board of Adjustments	1	\$ 150
Building Fire Code and Appeals Board	1	\$ 150
Animal Shelter Advisory Committee	4	\$ 600
Ethics Review Committee	1	\$ 150
Special Called Council Meeting (not budget related)	6	\$ 900
Contingency	10	<u>\$1,500</u>
Total in excess of allocated 30 meetings:		\$9,450

Additional funds will be required to adjust the height of the dias so that all council, board and commission members can be viewed adequately on video.

As stated at the May 4, 2014 Council meeting, the City can utilize Public, Education and Government (PEG) fees to fund capital purchases for the installation of the necessary infrastructure and equipment for the video streaming services. Currently the City has approximately \$10,209 in PEG fees that can go towards the capital costs of approximately \$25,000.

Action Requested

Council is asked to provide direction regarding what meetings are to be video streamed in order for Staff to budget and plan appropriately.

Attachments

PEG Fee Use Documentation

CLARENCE A. WEST

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AUSTIN, TEXAS 787301
www.cawestlaw.com

Direct Dial: 512.401.3468
Voice mail: 512.547.6707
cawest@cawestlaw.com

MEMORANDUM

FROM: Clarence A. West, Esq.

RE: City expenditures of the PEG Fee paid by state-issued cable/video franchisees under Chapter 66, Sec. 66.006 (b) of the Texas Utilities Code.

DATE: July 7, 2011

This memo will provide guidance on the proper expenditures of the Public, Educational and Governmental Access Channel (PEG) Fee that is paid to municipalities by state-issued cable and video franchisees pursuant to Chapter 66, Section 66.006 (b).

Chapter 66, Section 66.006 (c) restricts the use of the PEG Fees to expenditures “as allowed by federal law.” That restriction is discussed in detail in the memo, but it generally means to avoid having any of those PEG Fee expenditures being applied as a credit against the 5% franchise fee, the 1% PEG fee must be spent on capital cost items for public educational and governmental access channel facilities.

Question:

What are the state law restrictions on the expenditures of the 1% PEG Fee?

Short Answer:

Chapter 66, Sec. 66.006 (b), Texas Utilities Code requires the PEG Fee to be used by a city “as allowed by federal law.”¹ Generally this means the PEG Fee may be spent on capital cost items for PEG access channel facilities, otherwise they may be applied as a credit and counted as part of the 5% gross revenue franchise fee.

PEG access channel capital facilities would be all physical facilities and equipment used to provide public, educational and governmental access channel capacity, programming, and transmissions. This would include, but not be limited to, coaxle and fiber lines and all other physical connections, production studios and studio office furnishings and sets, production facilities, vans and cameras or other property having a useful life of more than one year that is used in the production of programming for the PEG access channels.

Any expenditure to purchase or which increases or adds substantial value or which adapts the PEG access channel capital facilities to a new or different use, or which constitutes a betterment of the PEG access channel capital facilities would be a use of the PEG Fee funds, as allowed by federal law.

¹ 47 U.S.C. § 521, *et seq.* (Federal Cable Law). Bearing in mind if federal law changes to either expand or further restrict the use of the PEG Fee then the state law restriction changes identically.

Detailed Analysis: Guidance for Proper Expenditures of the 1% PEG Fee under Chapter 66, Texas Utilities Code (State-issued cable and video Franchises).

In the fall of 2005 for cable and video providers the legislature shifted cable “franchising authority” from the city level to the state-level acting through the Public Utility Commission of Texas (“PUCT”) by enacting Chapter 66. As of September 1, 2005 cities no longer have the authority to grant, amend, or renew a cable franchise. Cable services and video service franchises are now granted exclusively by the PUCT in accordance with Chapter 66 of the Utilities Code.

Two Chapter 66 Payments to Cities:

Chapter 66 requires the holder of a state-issued cable or video franchise to make two payments to cities:

- **5% of Gross Revenue Franchise fee**, under Chapter 66, Sec. 66.005.²
- **Payment for Public, Educational and Governmental (“PEG”) Access Channel facilities (“PEG Fee”).**

Once the “incumbent cable service provider”³ became eligible for a state-issued franchise, that is when it’s locally city granted franchise expired, the PEG Fees start accruing, usually at 1% of gross revenue (unless a city elects to continue a locally franchise required per subscriber change, which is rare.) pursuant to Chapter 66, Sec. 66.006 (b) that incumbent cable service provider and all other holder of a state-issued cable/video franchise offering cable service in a city (such as AT&T U-Verse) must pay the city an additional PEG capital support fee equal to 1% of its gross revenue. It is this PEG Fee that is the principal subject of this memorandum.

Chapter 66, Sec. 66.006 (c), provides that the PEG Fee may be used by the municipality-“as allowed by federal law”.

Chapter 66, Sec. 66.006 (c), states:

... [the **PEG Fee**] paid to municipalities under this section [66.006] are paid in accordance with 47 U.S.C. Sections 531 and 541(a)(4)(B) and **may be used by the municipality as allowed by federal law**; further, these payments are not chargeable as a credit against the franchise fee payments authorized under this chapter [66]. (Bold added).

While Federal Cable Law contains several specific provisions authorizing PEG fees⁴, the franchise fee itself is all inclusive of any payments to the city, but excludes certain expenditures, i.e. generally

² The 5% gross revenue franchise fee payment is the maximum allowed under Federal Cable Law. 47 U.S.C. § 542 (b) “For any twelve-month period, the franchise fees paid by a cable operator with respect to any cable system shall not exceed 5 percent of such cable operator's gross revenues derived in such period from the operation of the cable system to provide cable services.”

³Chapter 66, § 66.004 (a). (“incumbent cable service provider”, the provider with the largest number of subscribers in the city, defined term in Chapter 66, § 66.002).

⁴ Federal law allows a franchising authority to require PEG financial support. See 47 U.S.C. § 531 (general PEG requirements) and 47 U.S.C. § 541 (a) (4) (B) (a franchise authority may require adequate financial support for PEG facilities).

applicable taxes, and expenditures for “capital cost” for PEG facilities from the statutory definition of the 5% franchise fee.

Under federal law, cable “franchise fee” is defined in 47 USC. Sec. 542 (g):

(g) "Franchise fee" defined—

(1) the term "franchise fee" includes any tax, fee, or assessment of any kind imposed by a franchising authority or other governmental entity on a cable operator or cable subscriber, or both, solely because of their status as such;

(2) the term "franchise fee" does not include —

(A) any tax, fee, or assessment of general applicability....

(C)capital costs incurred by the cable operator for public, educational, or governmental access facilities...

Thus, Chapter 66 ensures that the PEG Fee is spent in accordance with the federal requirements and restrictions. The PEG Fee was designed to fit within the exclusion of 47 U.S. C. Sec. 542 (g) (2) (c) and to provide a source of funding for PEG capital facilities.

What are PEG facility “capital cost” items?

The term "**public, educational, or governmental access facilities**" is defined in Federal Cable Law as **“channel capacity designated for public, educational, or governmental use; and facilities and equipment for the use of such channel capacity.”** (47 U.S.C. Sec. 522 (16)). This is a very broad and comprehensive definition.

The term "capital costs" is not defined in the Federal Cable Act nor have there been any clarifying courts decisions, as the matter has not been litigated in any reported cases. Accounting concepts as to what constitutes a “capital expenditure” are helpful.

Equipment which has a useful life of over a year or improvements, such as air conditioning, that will last beyond a year also are “capital improvements.”

Guidance of what constitutes a “capital cost” may be also found in other federal statutes-specifically in the definition of capital expenditures in the U.S. Internal Revenue Service Regulations.

IRS Regulations provide some guidance as what constitute “capital cost” items:

The Internal Revenue Code regulations⁵ provide benchmarks of what constitute "capital expenditures", which generally include amounts paid for the acquisition, permanent improvement or betterment of property which substantially extends its useful life beyond one year. The benchmarks include:

- (a) Whether the funds are paid out for "new buildings" or "permanent improvements" or "betterments made to increase the value of any property or estate," [Treas. Reg. 1.263(a)-1, (a)(1)];

⁵ U.S. Treasury Regulations, 26 CFR. Sec.1.263 (a)-1 and (a)-2.(Treas. Reg. 1.263).

- (b) Amounts expended in "restoring property," [Treas. Reg. 1.263(a)-1, (a)(2)];
- (c) Amounts which are "paid or incurred (1) to add to the value, or substantially prolong the useful life, of property owned by the taxpayer, such as plant or equipment, or (2) to adapt property to a new or different use," [Treas. Reg. 1.263(a), 1(b)];
- (d) Capital expenditures expressly do not include "incidental repairs and maintenance of property," [Treas. Reg. 1.263(a)-(1), (b)];
- (e) The Regulations include, as examples of capital expenditures, "[t]he cost of acquisition, construction, or erection of buildings, machinery and equipment, furniture and fixtures, and similar property **having a useful life substantially beyond the taxable year.**" [Treas. Reg. 1.263(a)-2, (a) (Bold added).]

A city would be prudent to use the PEG Fee funds for "capital expenditures" as guided by Internal Revenue Code regulations. This is for two reasons: First, the regulations provide a reasonable standard and those expenditures are more than likely to be held to comply with the Federal Cable Law. Second, as this standard is used over time, it is less likely to be challenged as it establishes a custom and practice unchallenged and by inference accepted by the cable provider.

Although the Treasury Regulations by implication treat major maintenance expenditures as a capital cost (because these expenditures prolongs the useful life of the capital asset), ordinary routine maintenance items are not covered. These would include painting, cleaning, and the usual monthly maintenance of a piece of equipment. The distinction between ordinary routine maintenance and "capital" maintenance is not always precise. An example may be on a car. Replacing tires, light bulbs, water and oil on a vehicle would be ordinary routine maintenance but the rebuilding of the engine that extends or prolongs the engine life substantially would be a capital expenditure.

Cities need to avoid spending PEG Fees on ordinary and routine maintenance, as the cable provider may assert that the city is not using the PEG Fees as allowed by federal law, and they will seek a credit against the 5% franchise fee.

Expenditures on PEG access channel capital facilities would reasonable include all facilities and equipment used to provide public, educational and governmental access channel capacity, programming, and transmissions, which would include but not be limited to coaxle and fiber lines and all other physical connections, production studios and studio office furnishings and sets, production facilities, vans and cameras or other property having a useful life of more than one year.

Conclusion

Chapter 66, Sec. 66.006 (b), Texas Utilities Code requires the PEG Fee to be used "as allowed by federal law." Under Federal Cable Law to exclude those PEG Fee expenditures from being applied as a credit and counted as part of the 5% of gross revenue franchise fee the PEG Fee expenditures must be used on "capital cost" items for PEG access channel facilities.

PEG access channel capital facilities would be all facilities and equipment used to provide public, educational and governmental access channel capacity, programming, and transmissions, which would include but not be limited to coaxle and fiber lines and all other physical connections, production

studios and studio office furnishings and sets, production facilities, vans and cameras or other property having a useful life of more than one year.

Any expenditure to purchase or which increases or adds substantial value or which adapts the PEG Access Channel Capital Facilities to new or different use, or which constitutes a betterment of the PEG Access Channel Capital Facilities would be a use of the PEG Fee funds “as allowed by federal law” in my view.

As always, I am pleased to be of assistance. Do not hesitate to contact me if you have questions.

ROSS, BANKS, MAY, CRON & CAVIN, P.C.

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Associate Attorney

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MEMORANDUM OF LAW/ CITY EXPENDITURES OF 1% PEG FEES

TO: Marcus Jahns, City Manager
Mike Loftin, Director of Finance
Lonna Stein, Controller, Finance Department

FROM: Carol I. Fox Freeman
For the Firm, Attorneys for the City of League City

CC: Arnold Polanco
For the Firm, Attorneys for the City of League City

RE: City expenditures of the 1% PEG (Public, Educational and Governmental) Fee
received from Cable provider

DATE: May 20, 2010

Mr. Jahns, Mr. Loftin and Ms. Stein:

Issues:

The City's Finance, Purchasing and Administration Departments ask the following questions in connection with certain franchise fees, particularly the 1% PEG (public, educational and governmental) Fees which it collects from Comcast, the City's cable provider franchisee, which we summarize as follows:

1. What is the legal authority that requires Comcast to pay the 1% PEG Fee to the City? Is it by law or by contractual agreement or a combination of both?
2. What restrictions do Federal and State law place on the City's use of these 1% PEG fees as a "capital cost" expenditure in order for it NOT to be counted as a credit towards and included as part of the 5% franchise fee?
3. What is the definition of "capital costs" and are all LCTV costs considered to be lawful City "capital cost" uses of the 1% PEG Fees?
4. Whether the cable provider franchisees are actively challenging the federal and/or state laws that allow the City (municipalities, in general) to collect the 1% PEG fee in addition

to the required 5% franchise fee. And consequently, is there a risk that the City would have to pay back the fees collected retroactively pursuant to Comcast's letter to the City asserting it is making "payment under protest and reserve the right to recover the 1% payment through litigation, set-off, or other lawful means" ?

Short Answers:

1. Federal and State law provides how the 1% PEG Fee is paid. Chapter 66 of the Texas Utility Code restricts the use of those PEG Fees to "as allowed by federal law" found at 47 U.S.C. §521, *et seq.* (the Federal 1984 Cable Law). Chapter 66, Section 66.006(b) provides that the City can lawfully use PEG Fees strictly for "capital costs" for the support of PEG (public, educational or governmental) access facilities without those expenditures being applied as a credit against the 5% franchise fee.

You state the City's Time Warner franchise agreement expired in March 2008. Pursuant to Chapter 66, since September 1, 2005, cities no longer have the authority to grant, amend, or renew a cable franchise. Therefore, under Chapter 66.006(b), upon expiration of the incumbent cable service provider's City franchise agreement, the holder of a state-issued franchise certificate (Comcast) is statutorily required to pay the City, the additional 1% PEG "capital costs" support fee in addition to the required 5% franchise fee.

2. The primary restrictions dictate that the City document its use of PEG Fees for "capital cost" expenditures which directly support PEG access channel facilities.
3. There is no definition of "capital cost" items for PEG access channel facilities. Nonetheless, not all LCTV costs may be considered "capital cost" expenditures. The City should avoid spending on NON-capital cost items to exclude those separate 1% PEG Fee expenditures from being a "dollar for dollar" reduction or credit toward the statutory 5% of gross revenue franchise fee.

Generally, a "capital cost" is considered to be any expenditure to purchase or which increases or adds value or adapts PEG facilities to a new or different use or constitutes a better use of those facilities. Some examples are coaxle and fiber lines and all other physical connections, production studios and studio office furnishings and sets, production facilities, vans and cameras or other property having a USEFUL LIFE OF MORE THAN ONE YEAR (which may be for a MAJOR maintenance item that prolongs the useful life of the asset for more than one year).

Avoid NON-capital items which would be considered to include ordinary and operational costs (personnel salaries, utility bills), and ROUTINE maintenance (painting, cleaning and usual monthly maintenance).

There are no governing federal and state statutes nor is there a clarifying judicial decision that defines “capital costs” since this matter has not been litigated in any reported cases. General accounting principles and other federal statutes such as found in the Internal Revenue Service Regulations may serve as guidance for what constitutes a “capital cost”.

4. There is currently no demonstrable risk in spending the past accumulated, present and future segregated 1% PEG Fees. Certainly, Comcast may pursue legal action or lobby the legislature for changes to the law, but Comcast’s letter carries no basis of legal authority to recover or withhold 1% PEG Fee payments. Comcast’s “protested” payments and threats that it can withhold, offset or recover past payments are equivalent to, at the very least, intentionally misleading statements insinuating it has a “legal right of action” against the City to collect, off-set or withhold money without the statutory or administrative regulatory authority or a court order giving it such rights.

There is no pending litigation or legislative actions that would put the City at significant risk by using past accumulated and present and future collected fees for ongoing “capital cost” expenditures. Further, Comcast would arguably not only be in violation of federal and state law and/or PUCT requirements should it demand a return of previous payments, or stop making present and future payments deemed statutorily required, but the City’s voluntary relinquishment of those funds may run afoul of Article III, Chapter 51 of the Texas Constitution which prohibits the City from expending public funds for private gain without receiving equally valuable consideration.

Background

The City is in receipt of a letter from Comcast regarding its duty to pay the City a 1% PEG Fee in addition to the 5% Franchise Fee. Comcast takes the position that it is “making payment under protest which therefore, it reserves the right to recover the 1% payment through litigation, set-off or other lawful means.” Pursuant to this letter, the City states it has held back from spending over \$214,147.00 in past accumulated 1% PEG Fees paid by the cable TV provider that can be used on “capital costs” for public, educational or governmental access facilities, separate and apart from the definition of the 5% statutorily mandated Franchise fee that the City collects. The City asks for clarification as to the governing legal authority, be it by federal, state or judicial law and/or contractual agreement as to the City’s past, present and future risks in using the 1% PEG fees on applicable “capital cost” expenditures separate and apart from the 5% franchise fees it collects. Further, it needs to know what guidelines control “capital cost” expenditures in order to avoid being penalized for a “dollar for dollar” amount credited back to the 5% Franchise Fee. And lastly, the City is concerned as to whether Comcast’s letter has put the City on written notice that Comcast has a legal “reservation of right” to withhold payment, set-off or recover past payments.

Discussion

Since 1858, Texas cities have served as the franchising authority for users of the public rights-of way. *City of Waco v. Powell*, 32 Tx. 258 (Tex. 1869), *see also*, *West v. Waco*, 294 S.W. 832

(Tex. 1927), *See also*, Texas Transportation Code, §311.001, *et seq.* As of September 1, 2005, the Texas legislature shifted that local-city level “franchising authority” to the state-level acting through the Public Utility Commission of Texas (“PUCT”) by enacting SB 5 (Senate Bill 5, now codified as Chapter 66 of the Texas Utilities Code). One of the important provisions for cities was that they would continue to receive support for capital cost expenditures for PEG facilities from the state-issued franchisees, as allowed by federal law. Chapter 66 accomplished this by agreeing and adopting that cities would continue to be paid the 1% PEG fee in addition to the 5% Franchise Fee.

Chapter 66, Sec. 66.006(b) of the Texas Utility Code requires the PEG Fee to be used “as allowed by Federal law”. *See*, 47 USC. § 521, *et. seq.* (“Cable Communications Policy Act of 1984”, as amended, commonly referenced as “The Cable Act”). This generally means that the City may use the PEG Fee for the support of PEG (public, educational or governmental) access facilities. Specifically authorized by several provisions of federal law, as long as these PEG fees are restricted to expenditures on “capital cost” items for PEG access channel facilities, it is not chargeable against the 5% of the gross revenue Franchise fee.

The term “capital costs” is not defined in either The Federal Cable Act, Chapter 66 of the Texas Government Code, or by the state’s regulatory body, PUCT, nor has there been any reported clarifying case law. Guidance as to what constitutes a “capital cost” may be generally found in General Accounting Practices and in complying with other federal statutes, for example, Internal Revenue Service regulations. *See, e.g.* U.S. Treasury Regulations, 26, CFR Sec. 1.263 (a)-1 and 9a)-2 (Treas. Reg. 1.263).

To remain in accordance with federal law, PEG access channel capital facilities would include all facilities and equipment used to provide public, educational and governmental access channel capacity, programming and transmissions, which would include, but not be limited to coaxial and fiber lines and all other physical connections, production studios and studio office furnishings and sets, production facilities, vans and cameras or other property having a useful life of more than one year. Further, any expenditure to purchase or which increases or adds substantial value or that adapts a PEG Access Channel Capital Facility to a new or different use would be considered to be an acceptable use of the PEG Fee funds

As to any pending litigation, there is only one case awaiting a ruling on Cross Motions for Summary Judgments filed in 2008, but does not involve the PEG Fee issue. This is a 5th Circuit federal case filed in 2005 by the Texas Cable and Telecommunication Association which Time Warner later joined as a Plaintiff, challenging the validity of SB 5 (Senate Bill 5 now codified in Chapter 66 of the Texas Utility Code) as to whether it is unlawful to “grandfather” local incumbent cable franchises until they expire. SB 5 provides that when the incumbent cable provider’s franchise expires, then the PUCT (Public Utility Commission of Texas) state-issued franchisees would begin paying the City a 1% PEG Fee. Note that PEG Fees were mentioned as ancillary to the case and whether PEG fees were enforceable was not at issue in this case. *See, TCTA v. Hudson, et al*, No. 06-51514 (5th Cir., Feb. 7, 2008).

The only reportable case challenging the enforceability of the 1% PEG Fee was filed by Time Warner against the City of West University Place which Time Warner decided to voluntarily dismiss in 2006. Time Warner asserted that the 1% PEG Fee violated the 5% franchise fee “cap” allowed in the Cable Act, further arguing that it would not have to pay the fee to the City until the case was otherwise resolved. The Texas Business and Commerce Committee and PUCT (Public Utility Commission of Texas, the state regulatory agency that grants franchises to cable providers) found this to be a violation of the recently effective SB 5 and held a hearing taking Time Warner’s testimony. Time Warner then filed a letter with PUCT (PUCT Project No. 32229) assuring that it would continue paying the fee, followed by Time Warner voluntarily dismissing the suit. There have not been any further actions filed to date. It would be safe to say that, barring a highly unforeseeable change in the federal or state statute, there would be, at best, the remotest of possibilities that the franchisees could legally be allowed to retroactively require municipalities to pay back fees already incurred and paid. Further, the City may set up a defense that Article III, Sec. 51 of the Texas Constitution prevents the city from giving anything of value to private entities with no corresponding public benefit in return. Should Comcast (or other cable franchisee provider or Cable Association) file a lawsuit that prays for a return of, set-off or withholding present and future payments of PEG Fees to the municipality, there is a good chance the court would dismiss it as a matter of law.

What follows below are the pertinent provisions of law governing the issues addressed in this memorandum:

**TEXAS UTILITY CODE
CHAPTER 66:
STATE-ISSUED CABLE AND VIDEO FRANCHISE**

Texas Utility Code, Chapter 66, § 66.006 (b), In-kind Contributions to Municipality provides:

(b) On the expiration of the incumbent cable service provider’s agreement, **the holder of a state-issued certificate of franchise authority shall pay a municipality in which it is offering cable service or video service one percent of the provider’s gross revenues**, as defined by this chapter, or at the municipality’s election, the per subscriber fee that was paid to the municipality under the expired incumbent cable service provider’s agreement, in lieu of in-kind compensation and grants. Payments under this subsection shall be paid in the same manner as outlined in Section 66.005(b). [emphasis added]

(c) All fees paid to municipalities under this section are **paid in accordance with 47 U.S.C. Sections 531 and 541(a)(4)(B) and may be used by the municipality as allowed by federal law; further these payments are not chargeable as a credit against the franchise fee payments** authorized under this chapter. [emphasis added]

UNITED STATES CODE
TITLE 47
TELEGRAPHS, TELEPHONES, AND RADIOTELEGRAPHS
CHAPTER 5 – WIRE OR RADIO COMMUNICATION
SUBCHAPTER V-A – CABLE COMMUNICATIONS
PART I – GENERAL PROVISIONS

47 USC §521 - Purposes

Federal law 47 USC §521, in pertinent part, provides:

The purposes of this subchapter are to –

- (1) establish a national policy concerning cable communications;
- (2) establish franchise procedures and standards which encourage the growth and development of cable systems and which assure that cable systems are responsive to the needs and interests of the local community;
- (3) establish guidelines for the exercise of Federal, State, and local authority with respect to the regulation of cable systems;
- (4) assure that cable communications provide and are encouraged to provide the widest possible diversity of information sources and services to the public;
- (5) establish an orderly process for franchise renewal which protects cable operators against unfair denials of renewals where the operator's past performance and proposal for future performance meet the standards established by this subchapter; and
- (6) promote competition in cable communications and minimize unnecessary regulation that would impose an undue economic burden on cable systems.

PART 11 – USE OF CABLE CHANNELS AND CABLE OWNERSHIP RESTRICTIONS

47 USC §531 Cable channels for public, educational, or governmental use

Federal law 47 USC §531, in pertinent part, provides:

- (a) Authority to establish requirements with respect to designation or use of channel capacity
A franchising authority may establish requirements in a franchise with respect to the designation or use of channel capacity for public, educational, or governmental use **only to the extent provided** in this section. [emphasis added]
- (b) Authority to require designation for public, educational, or governmental use

A franchising authority may in its request for proposals require as part of a franchise, and may require as part of a cable operator's proposal for a franchise renewal, subject to section 546 of this title, that channel capacity be designated for public, educational, or governmental use, and channel capacity on institutional networks be designated for educational or governmental use, and may require rules and procedures for the use of the channel capacity designated **pursuant to this section**. [emphasis added]

PART III – FRANCHISING AND REGULATION

47 USC §541 - General franchise requirements

Federal law: 47 USC § 541(a)(4)(B), general franchise requirements, in pertinent part, provides:

(a) **Authority to award franchises**; public rights-of-way and easements; equal access to service; time for provision of service; assurances

(4) In awarding a franchise, the franchising authority –

(B) may require adequate assurance that the cable operator **will provide adequate public, educational, and governmental access channel capacity, facilities, or financial support**; [emphasis added]

47 USC §542 – Franchise fees

Federal Law 47 USC §542(g)(1)(2)(C), in pertinent part, provides

(g) “Franchise fee” defined

For the purpose of this section –

(1) the **term “franchise fee” includes** any tax, fee, or assessment of any kind imposed by a franchising authority or other governmental entity on a cable operator or cable subscriber, or both, sole because of their status as such; [emphasis added]

(2) **does not include**

(C) in the case of any franchise granted after October 30, 1984, **capital costs which are required by the franchise to be incurred by the cable operator for public, educational, or governmental access facilities**; [emphasis added]

U.S. Treasury Regulations, 26 CFR Sec 1.263(a)-1 and (a)-2

(a) Whether the funds are paid out for "new buildings" or "permanent improvements" or "betterments made to increase the value of any property or estate," [Treas. Reg. 1.263(a)-1, (a)(1)];

- (b) Amounts expended in "restoring property," [Treas. Reg. 1.263(a)-1, (a)(2)];
- (c) Amounts which are "paid or incurred (1) to add to the value, or substantially prolong the useful life, of property owned by the taxpayer, such as plant or equipment, or (2) to adapt property to a new or different use," [Treas. Reg. 1.263(a), 1(b)];
- (d) Capital expenditures expressly do not include "incidental repairs and maintenance of property," [Treas. Reg. 1.263(a)-(1), (b)];
- (e) The Regulations include, as examples of capital expenditures, "[t]he cost of acquisition, construction, or erection of buildings, machinery and equipment, furniture and fixtures, and similar property **having a useful life substantially beyond the taxable year.**" [Treas. Reg. 1.263(a)-2, (a) (emphasis added).]

The Constitution of the State of Texas 1867, Annotated, as amended
Article III. Legislative Department
Requirement and Limitations
Article 51. Grants of Public Money Prohibited: Exceptions

The Legislature shall have no power to make any grant or **authorize the making of any grant of public moneys to any individual association of individuals**, municipal or other corporations whatsoever; provided that the provisions of this Section shall not be construed so as to prevent the grant of aid in cases of public calamity. [emphasis added]

Should you have any questions or comments, please feel free to call me if you need further assistance.

Carol Freeman

City Council Meeting

June 17, 2014

Issue

Discussion regarding the City of Murphy abbreviated records retention schedule.

Staff Resource / Department

Kristi Gilbert, City Secretary

Summary

The Texas State Library (TSL) requires municipalities to adopt a records retention schedule specifying the retention period of all records maintained by the municipality.

Background/History

In 1991, the City of Murphy elected to adopt the Local Retention Schedules published by the TSL. It is very common for most municipalities to adopt the TSL schedules; however, it can cause some difficulty in implementing an effective records management program in that all of the schedules combined are approximately 400 pages in length and include many documents that are not applicable to the City. In an effort to simplify the process and make it user-friendly to all employees, Staff has extracted only the documents used by the City. Additionally, each document created and/or maintained by the City has been assigned to a responsible department.

By assigning documents to individual departments it provides a clear directive as to which department is responsible for each document. This will help the processes of the City by providing a clear direction as to who will have responsive documents for open records requests. It will also allow other departments to destroy documents that are not under their purview thereby eliminating the vast number of duplicative documents throughout the City.

Staff is providing the abbreviated records retention schedule for discussion purposes. The only item that Staff is considering increasing the retention period for is audio recordings of meetings. The TSL retention schedule only requires the audio recordings to be kept for 90 days after the official minutes are approved. Staff is suggesting the audio recordings be kept for three years.

If the Council moves forward with video recording of Council meetings, staff will change the retention for audio recordings back to 90 days and keep the video recordings for three years.

Financial Considerations

There will be no negative impact on the City finances.

Action Requested / Staff Recommendation

Discussion item only.

Attachments

Abbreviated Records Retention Schedule

All TSL Retention Schedules can be viewed [here](#)

File Plan - REVISED 6.9.14

Document Type	Description	Retention	Trigger	Code	Department
1099's		4 yrs	X	GR1050-53b	FN -Finance
9-1-1 Master Files		US	O	PS4100-01	PD -Police Department
A/P, Invoices, Statements, Pos	Non Bond Funded Item	3 yrs	FYE	GR1025-26a	FN -Finance
A/P,Invoices, Statements, Pos	Bond Funded Item (keep until bond paid off)	3 yrs	O	GR1025-26d	FN -Finance
A/R Records, Cash Drawer Reconciliations	Not Related to Items Remitted to State	3 yrs	FYE	GR1025-27a	FN -Finance
A/R Records, Cash Drawer Reconciliations	Items Remitted to State Comptroller	5 yrs	X	GR1025-27b	FN -Finance
A/R Records, Utility Billing		5 yrs	FYE	GR1025-27	UB -Utility Billing
Accident and Damage Report	Facility, Vehicle or Equipment	3 yrs	I	GR1075-15	HR -Human Resources
Accident Report	No arrest made	AV	AV	PS4150-01b	PD -Police Department
Accident Report	Originals, send to TxDPS	O - Other	O	PS4150-01a	PD -Police Department
Accident Report	Arrest made, same as offense investigation	O - Other	O	PS4150-01b	PD -Police Department
Accident Reports	DUI/DWI	10 yrs	O	GR1000-20a	PD -Police Department
Accident Reports	Not DUI/DWI related	2 yrs	O	GR1000-20b	PD -Police Department
Acitvity Reports	Monthly, bimonthly, quarterly, semiannual	3 yrs	I	PS4025-01b	PD -Police Department
Acitvity Reports	Annual	PERMANENT	P	PS4025-01c	PD -Police Department
Activity Reports	Daily or Weekly Reports	1 yr	I	PS4025-01a	PD -Police Department
Activity Reports	Daily or Weekly Reports	1 yr	I	PS4025-01a	FD -Fire Department
Activity Reports	Monthly, bimonthly, quarterly, semiannual	3 yrs	I	PS4025-01b	FD -Fire Department
Activity Reports	Annual	PERMANENT	P	PS4025-01c	FD -Fire Department
Affidavits of Publication	Election Notices	2 yrs	I	GR1000-21c	CS -City Secretary
Affidavits of Publication	Bid Notices	2 yrs	I	GR1000-21c	CS -City Secretary
Affidavits of Publication	Zoning Public Hearings	2 yrs	I	GR1000-21c	CD -Com. Development
Affidavits of Publication	BOA Hearings	2 yrs	I	GR1000-21c	CD -Com. Development
Affidavits of Publication	Other Hearing Notices	2 yrs	I	GR1000-21c	CD -Com. Development
Affidavits of Publication	Bid Notices	2 yrs	I	GR1000-21c	PK -Parks
Affidavits of Publication	Bid Notices	2 yrs	I	GR1000-21c	PW -Public Works
Affidavits of Publication	Ordinances	PERMANENT	I	GR1000-21a	CS -City Secretary
Affirmative Action Plans		US	O	GR1050-01	HR -Human Resources
Agenda Packets	MDD Agenda Packets	2 yrs	I	GR1000-03g	CA -City Administration
Agenda Packets	Council Agenda Packets	2 yrs	I	GR1000-03g	CS -City Secretary
Agenda Packets	Other Agenda Packets	2 yrs	I	GR1000-03g	CS -City Secretary

File Plan - REVISED 6.9.14

Agenda Packets	4B Agenda Packets	2 yrs	I	GR1000-03g	CD -Com. Development
Agenda Packets	BOA Agenda Packets	2 yrs	I	GR1000-03g	CD -Com. Development
Agenda Packets	P&Z Agenda Packets	2 yrs	I	GR1000-03g	CD -Com. Development
Agenda Packets	Parks Agenda Packets	2 yrs	I	GR1000-03g	PK -Parks
Agenda, Certified (Exec Session)	4B Agendas	2 yrs	I	GR1000-01b	CS -City Secretary
Agenda, Certified (Exec Session)	BOA Agendas	2 yrs	I	GR1000-01b	CS -City Secretary
Agenda, Certified (Exec Session)	Council Agendas	2 yrs	I	GR1000-01b	CS -City Secretary
Agenda, Certified (Exec Session)	MDD Agendas	2 yrs	I	GR1000-01b	CS -City Secretary
Agenda, Certified (Exec Session)	P&Z Agendas	2 yrs	I	GR1000-01b	CS -City Secretary
Agenda, Certified (Exec Session)	Parks Agendas	2 yrs	I	GR1000-01b	CS -City Secretary
Agenda, Certified (Exec Session)	Other Agendas	2 yrs	I	GR1000-01b	CS -City Secretary
Agenda, Open Meeting	MDD Agendas	2 yrs	I	GR1000-01a	CA -City Administration
Agenda, Open Meeting	Council Agendas	2 yrs	I	GR1000-01a	CS -City Secretary
Agenda, Open Meeting	Other Agendas	2 yrs	I	GR1000-01a	CS -City Secretary
Agenda, Open Meeting	4B Agendas	2 yrs	I	GR1000-01a	CD -Com. Development
Agenda, Open Meeting	BOA Agendas	2 yrs	I	GR1000-01a	CD -Com. Development
Agenda, Open Meeting	P&Z Agendas	2 yrs	I	GR1000-01a	CD -Com. Development
Agenda, Open Meeting	Parks Agendas	2 yrs	I	GR1000-01a	PK -Parks
Agreement	General	4 yrs	X	GR1000-25	CS -City Secretary
Alarm Permit Logs or Reports of False Alarms		2 yrs	I	PS4275-01b	PD -Police Department
Alarm Permits & Associated Documentation	Permit application, denied	1 yr	I	PS4475-01b	FD -Fire Department
Alarm Permits & Associated Documentation	Inspection reports during permit period	3 yrs	I	PS4475-01c	FD -Fire Department
Alarm Permits & Associated Documentation	Permit application, granted	3 yrs	X	PS4475-01b	FD -Fire Department
Alarm Permits & Associated Documentation	Installation certificates	LA	LA	PS4475-01a	FD -Fire Department
Alarm Permits, Denied	Applications and other documentation	1 yr	I	PS4275-01b	PD -Police Department
Alarm Permits, Granted	Applications and other documentation	3 yrs	I	PS4275-01a	PD -Police Department
Animal Bite Records	3 yrs or if person bitten is a minor, until 21st birthday	3 yrs	O	HR4850-02	PD -Police Department
Animal Control Activity Reports	Daily or Weekly Reports	1 yr	I	HR4850-01	PD -Police Department
Animal Control Citations/Violations	Animal Control Copy	3 yrs	X	HR4850-05	PD -Police Department

File Plan - REVISED 6.9.14

Animal Registration Log		2 yrs	I	HR4850-03a	PD -Police Department
Animal Registration Records	Denied Registration	1 yr	X	HR4850-03a	PD -Police Department
Animal Registration Records	Approved Registrations	3 yrs	X	HR4850-03a	PD -Police Department
Animal Related Investigation Records		3 yrs	I	HR4850-15	PD -Police Department
Animal Shelter Control Records	Record of each animal received	1 yr	I	HR4850-04	PD -Police Department
Animal Shelter Facility Inspection Report	Annual Inspection	3 yrs	I	HR4850-11	PD -Police Department
Animal Sterilization Documentation		1 yr	I	HR4850-12	PD -Police Department
Annexation Records	Maps, Ordinances, Application	PERMANENT	I	GR1000-22	CS -City Secretary
Antenna Illumination Records		1 yr	X	PS4100-03	PD -Police Department
Appeal or Transfer Records	Municipal Court Cases	AV	AV	LC2350-01	CT -Court
Application of Zoning change or variance		5 yrs	I	PW5225-03a	CD -Com. Development
Aptitude Tests	Blank Test	US	O	GR1050-02b	HR -Human Resources
Aptitude Tests	Administered Test	US	O	GR1050-02c	HR -Human Resources
Arrest Reports	All but Class C misdemeanor	75 yrs	I	PS4125-02	PD -Police Department
Arson Investigation Records	Investigation determined fire NOT caused by	5 yrs	O	PS4450-01a	FD -Fire Department
Arson Investigation Records	Investigation determined fire WAS caused by arson (follow retention for PS4125-02 or PS4125-05)	O - Other	O	PS4450-01b	FD -Fire Department
Asbestos Management Reocrds	Records of asbestors inspections	5 yrs	I	PW5450-01b	Permits
Asbestos Management Reocrds	public buildings	30 yrs	I	PW5450-01a	PW -Public Works
Auction Records	Disposal of Property not seized	1 yr	I	GR1025-05d	FN -Finance
Audit Records	Periodic Audit if Included Under Cumulative	2 yrs	X	GR1025-01b	FN -Finance
Audit Records	Working Papers	3 yrs	X	GR1025-01e	FN -Finance
Audit Records	Annual Cumulative Audit	PERMANENT	P	GR1025-01a	CS -City Secretary
Audit Records	Special Audit ordered by Council or Court	PERMANENT	X	GR1025-01c	CS -City Secretary
Automatic Sprinkler System Documents	Permit application, denied	1 yr	I	PS4475-02b	FD -Fire Department
Automatic Sprinkler System Documents	Inspection reports during permit period	3 yrs	I	PS4475-02c	FD -Fire Department
Automatic Sprinkler System Documents	Permit application, granted	3 yrs	X	PS4475-02b	FD -Fire Department
Automatic Sprinkler System Documents	Material and test certificates	LA	LA	PS4475-02a	FD -Fire Department
Award or Commendation		5 yrs	X	GR1050-03	HR -Human Resources
Bail Bond Records		3 yrs	I	LC2350-02	CT -Court
Bank Security Records	Pledges, Surety, Statements	4 yrs	X	GR1025-02	FN -Finance
Banking Records	Daily Deposit Records, Utility & Permitting	5 yrs	FYE	GR1025-28	UB -Utility Billing
Banking Records	Statements, canceled checks, deposit slips	5 yrs	FYE	GR1025-28	FN -Finance
Bids & Bid Docs, UnSuccessful Bid	Court	2 yrs	I	GR1075-01b	CT -Court

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Bids & Bid Docs, UnSuccessful Bid	HR	2 yrs	I	GR1075-01b	CS -City Secretary
Bids & Bid Docs, UnSuccessful Bid	City Manager	2 yrs	I	GR1075-01b	CS -City Secretary
Bids & Bid Docs, UnSuccessful Bid	City Council	2 yrs	I	GR1075-01b	CS -City Secretary
Bids & Bid Docs, UnSuccessful Bid	City Secretary	2 yrs	I	GR1075-01b	CS -City Secretary
Bids & Bid Docs, UnSuccessful Bid	Permits	2 yrs	I	GR1075-01b	CS -City Secretary
Bids & Bid Docs, UnSuccessful Bid	Finance	2 yrs	I	GR1075-01b	FN -Finance
Bids & Bid Docs, UnSuccessful Bid	Utility Billing	2 yrs	I	GR1075-01b	CS -City Secretary
Bids & Bid Docs, UnSuccessful Bid	Police	2 yrs	I	GR1075-01b	PD -Police Department
Bids & Bid Docs, UnSuccessful Bid	Community Development or Code Enforcement	2 yrs	I	GR1075-01b	CD -Com. Development
Bids & Bid Docs, UnSuccessful Bid	Parks	2 yrs	I	GR1075-01b	PK -Parks
Bids & Bid Docs, UnSuccessful Bid	IT	2 yrs	I	GR1075-01b	IT
Bids & Bid Docs, UnSuccessful Bid	Public Works	2 yrs	I	GR1075-01b	PW -Public Works
Bids & Bid Docs, UnSuccessful Bid	Recreation	2 yrs	I	GR1075-01b	REC -Recreation
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Court	3 yrs	FYE	GR1075-01a	CT -Court
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	City Manager	3 yrs	FYE	GR1075-01a	CS -City Secretary
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	City Council	3 yrs	FYE	GR1075-01a	CS -City Secretary
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	City Secretary	3 yrs	FYE	GR1075-01a	CS -City Secretary
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Permits	3 yrs	FYE	GR1075-01a	CS -City Secretary
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Utility Billing	3 yrs	FYE	GR1075-01a	CS -City Secretary
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Fire	3 yrs	FYE	GR1075-01a	FD -Fire Department
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	HR	3 yrs	FYE	GR1075-01a	HR -Human Resources
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Finance	3 yrs	FYE	GR1075-01a	FN -Finance
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	IT	3 yrs	FYE	GR1075-01a	IT

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Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Police	3 yrs	FYE	GR1075-01a	PD -Police Department
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Community Development or Code Enforcement	3 yrs	FYE	GR1075-01a	CD -Com. Development
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Parks	3 yrs	FYE	GR1075-01a	PK -Parks
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Public Works	3 yrs	FYE	GR1075-01a	PW -Public Works
Bids & Bid Documentation, Successful Bid (Note Contracts go to CS)	Recreation	3 yrs	FYE	GR1075-01a	REC -Recreation
Bids & Bid Documentation, UnSuccessful Bid	Fire	2 yrs	I	GR1075-01b	FD -Fire Department
Bloodborne Pathogen Training Records		3 yrs	I	GR5750-01	HR -Human Resources
Blueprints & Specifications, Commercial & Non-Residential	where no as-builts are submitted (retain life of structure +3yrs)	3 yrs	O	PW5250-01a	Permits
Blueprints & Specifications, Commercial & Non-Residential	As-builts (retain life of structure +3yrs)	3 yrs	O	PW5250-01a	Permits
Blueprints & Specifications, Commercial & Non-Residential	where as-builts ARE submitted	AV	AV	PW5250-01a	Permits
Blueprints & Specifications, Historical Designation Properties		PERMANENT	P	PW5250-01d	Permits
Blueprints & Specifications, Miscellaneous Permits	destroy six months after final inspection	6 months	O	PW5250-01c	Permits
Blueprints & Specifications, Residential	destroy six months after final inspection	6 months	O	PW5250-01b	Permits
Bond Records	Certificates and Redeemed Coupons	1 yr	X	GR1025-03b	FN -Finance
Bond Records	Exchange, Conversion by bondholders contained in a bond regiser	1 yr	X	GR1025-03d	FN -Finance
Bond Records	Studies, Proposals, Correspondence	PERMANENT	P	GR1025-03a	CS -City Secretary
Bond Records	Bond Register	PERMANENT	P	GR1025-04b	CS -City Secretary
Bond Records	Exchange, Conversion by bondholders NOT contained in a bond regiser	PERMANENT	P	GR1025-3d	CS -City Secretary
Boundary Adjustments	Maps, Ordinances, Agreement	PERMANENT	I	GR1000-22	CS -City Secretary
Brady Bill Handgun Statement, not violation of federal or state law	MUST be destroyed within 20 business days from date statement signed	O - Other	O	PS4175-17a	PD -Police Department
Brady Bill Handgun Statement, would be a violation of federal or state law		3 yrs	I	PS4175-17b	PD -Police Department

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Breathing Apparatus Inspection Records	Reports required by TCFP	3 yrs	I	PS4500-02	FD -Fire Department
Budget	Encumbrance and expenditure reports	2 yrs	X	GR1025-04d	FN -Finance
Budget	Working Papers	2 yrs	X	GR1025-04c	All
Budget	Annual	PERMANENT	P	GR1025-04a	CS -City Secretary
Budget	Amendments to Annual	PERMANENT	P	GR1025-04a	CS -City Secretary
Budget	Special budgets for CIP or bonds	PERMANENT	P	GR1025-04b	CS -City Secretary
Building Code Violation Records	Alleged, but unfounded	1 yr	X	PW5250-02a	CD -Com. Development
Building Code Violation Records	Violation (retain 3 yrs after verification of correction of violation)	3 yrs	O	pw5250-02b	CD -Com. Development
Building Inspection Reports		3 yrs	I	PW5250-08	Permits
Building Master Records		PERMANENT	P	PW5250-03	Permits
Building Permit	If master record maintained	AV	AV	PW5250-06b	Permits
Building Permit	If master record NOT maintained	PERMANENT	P	PW5250-06a	Permits
Building Permit Applications	Permit denied	1 yr	I	PW5250-04b	Permits
Building Permit Applications	Permit Granted	5 yrs	I	PW5250-04a	Permits
Calendars, Appointment Books (Including Electronic)	Finance	1 yr	I	GR1000-45	FN -Finance
Calendars, Appointment Books (Including Electronic)	Utility Billing	1 yr	I	GR1000-45	UB -Utility Billing
Calendars, Appointment Books (Including Electronic)	HR	1 yr	I	GR1000-45	HR -Human Resources
Calendars, Appointment Books (Including Electronic)	Police	1 yr	I	GR1000-45	PD -Police Department
Calendars, Appointment Books (Including Electronic)	City Council	1 yr	I	GR1000-45	CS -City Secretary
Calendars, Appointment Books (Including Electronic)	City Secretary	1 yr	I	GR1000-45	CS -City Secretary
Calendars, Appointment Books (Including Electronic)	Community Development or Code Enforcement	1 yr	I	GR1000-45	CD -Com. Development
Calendars, Appointment Books (Including Electronic)	Parks	1 yr	I	GR1000-45	PK -Parks
Calendars, Appointment Books (Including Electronic)	Public Works	1 yr	I	GR1000-45	PW -Public Works
Calendars, Appointment Books (Including Electronic)	Fire	1 yr	I	GR1000-45	FD -Fire Department

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Calendars, Appointment Books (Including Electronic)	Permits	1 yr	I	GR1000-45	Permits
Calendars, Appointment Books (Including Electronic)	Recreation	1 yr	I	GR1000-45	REC -Recreation
Calendars, Appointment Books (Including Electronic)	IT	1 yr	I	GR1000-45	IT
Calendars, Appointment Books (Including Electronic)	City Manager	1 yr	I	GR1000-45	CA -City Administration
Calendars, Appointment Books (Including Electronic)	Court	1 yr	I	GR1000-45	CT -Court
Capital Asset Deprecation Records		3 yrs	FYE	GR1025-05b	FN -Finance
Capital Asset Records	Initial Cost Data	3 yrs	FYE	GR1025-05a	FN -Finance
Capital Improvement Reports		PERMANENT	P	GR1025-07d	CS -City Secretary
Certificate or License, Employee	Required for qualification of position	5 yrs	X	GR1050-04	HR -Human Resources
Charter		PERMANENT	I	GR1000-23	CS -City Secretary
Chemical Analysis Records		10 yrs	I	UT5025-02	PW -Public Works
Chemical Breath Test		2 yrs	I	PS4175-01	PD -Police Department
Child Abuse Reports	Copies from law enforcement agency not in arrest or offense investigation records	3 yrs	I	PS4150-02	PD -Police Department
City Facility Maintenance, Repair & Inspection Records	Not Historic	5 yrs	I	GR1075-18b	PW -Public Works
City Facility Maintenance, Repair & Inspection Records	Historic	PERMANENT	P	GR1075-18b	PW -Public Works
City Facility Routine Cleaning Reports		1 yr	I	GR1075-18b	PW -Public Works
Communicable Disease Reports	Animals, except animal bites	3 yrs	I	HR4850-07	PD -Police Department
Complaint	General City Complaints	2 yrs	X	GR1000-24	CS -City Secretary
Complaint	Related to Permits or Inspections	2 yrs	X	GR1000-24	Permits
Complaint	Code Enforcement Complaints	2 yrs	X	GR1000-24	CD -Com. Development
Complaints	Violation of Fire Code/Fire Hazards	3 yrs	X	PS4475-04	FD -Fire Department
Complaints	Animal or Animal Control	3 yrs	X	HR4850-06	PD -Police Department
Complaints, Utility	Complaints to PUC	2 yrs	X	UT5000-02	UB -Utility Billing
Computer Job Schedules	IT	90 days	I	GR5825-04	IT
Confidentiality Requests, Utility Account		AV	AV	UT5000-03a	UB -Utility Billing
Conflict of Interest Affidavit	All Employees	5 yrs	X	GR1050-05	HR -Human Resources
Conflict of Interest Disclosures		3 yrs	I	GR1000-43	CS -City Secretary
Construction Records, City Facility	City owned pre-fab buildings	10 yrs	X	GR1075-16b	PK -Parks
Construction Records, City Facility	City buildings, even once sold	PERMANENT	P	GR1075-16a	PW -Public Works

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Contraband Forfeiture Fund Documentation		5 yrs	FYE	PS4300-01	FN -Finance
Contract	City Owned Recreational Field, no structures	10 yrs	X	GR1075-16b	CS -City Secretary
Contract	General, Not City Facility Related	4 yrs	X	GR1000-25	CS -City Secretary
Contract	City Owned Structure or Facility	PERMANENT	P	GR1075-16a	CS -City Secretary
Contractor Licensing Records		3 yrs	X	PW5250-07	Permits
Controlled Burn Records		1 yr	I	PS4475-05	FD -Fire Department
Controlled Substance & Alcohol Testing, Employee	Negative Test Results (stored in Occumed)	1 yr	I	GR1050-22d	HR -Human Resources
Controlled Substance & Alcohol Testing, Employee	Records indicating alcohol concentration 0.02 or higher	5 yrs	I	GR1050-22d	HR -Human Resources
Controlled Substance & Dangerous Drug Records	Veterinary Controlled logs	2 yrs	I	HR4850-08a	PD -Police Department
Controlled Substance Prescription	Veterinary, Copy 3 of triplicate	2 yrs	I	HR4850-08c	PD -Police Department
Correspondence (including emails)	General, Fire	2 yrs	I	GR1000-26b	FD -Fire Department
Correspondence (including emails)	General, HR	2 yrs	I	GR1000-26b	HR -Human Resources
Correspondence (including emails)	General, City Secretary	2 yrs	I	GR1000-26b	CS -City Secretary
Correspondence (including emails)	General, Council	2 yrs	I	GR1000-26b	CS -City Secretary
Correspondence (including emails)	Routine, City Secretary	2 yrs	I	GR1000-26c	CS -City Secretary
Correspondence (including emails)	General, Finance	2 yrs	I	GR1000-26b	FN -Finance
Correspondence (including emails)	General, Permits	2 yrs	I	GR1000-26b	Permits
Correspondence (including emails)	Routine, Court	AV	AV	GR1000-26c	CT -Court
Correspondence (including emails)	General, PD	2 yrs	I	GR1000-26b	PD -Police Department
Correspondence (including emails)	Administrative, City Manager	4 yrs	I	GR1000-26a	CA -City Administration
Correspondence (including emails)	Administrative, Court	4 yrs	I	GR1000-26a	CT -Court
Correspondence (including emails)	General, City Manager	2 yrs	I	GR1000-26b	CA -City Administration
Correspondence (including emails)	General, Court	2 yrs	I	GR1000-26b	CT -Court
Correspondence (including emails)	General, Utilities	2 yrs	I	GR1000-26b	UB -Utility Billing
Correspondence (including emails)	Routine, City Manager	2 yrs	I	GR1000-26c	CA -City Administration
Correspondence (including emails)	General, Community Development	2 yrs	I	GR1000-26b	CD -Com. Development
Correspondence (including emails)	General, IT	2 yrs	I	GR1000-26b	IT
Correspondence (including emails)	Administrative, City Secretary	4 yrs	I	GR1000-26a	CS -City Secretary
Correspondence (including emails)	Administrative, Council	4 yrs	I	GR1000-26a	CS -City Secretary

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Correspondence (including emails)	General, Parks	2 yrs	I	GR1000-26b	PK -Parks
Correspondence (including emails)	General, Recreation	2 yrs	I	GR1000-26b	REC -Recreation
Correspondence (including emails)	General, Public Works	2 yrs	I	GR1000-26b	PW -Public Works
Correspondence (including emails)	Administrative, IT	4 yrs	I	GR1000-26a	IT
Correspondence (including emails)	Administrative, Permits	4 yrs	I	GR1000-26a	Permits
Correspondence (including emails)	Administrative, Fire	4 yrs	I	GR1000-26a	FD -Fire Department
Correspondence (including emails)	Administrative, HR	4 yrs	I	GR1000-26a	HR -Human Resources
Correspondence (including emails)	Routine, Council	AV	AV	GR1000-26c	CS -City Secretary
Correspondence (including emails)	Routine, Permits	AV	AV	GR1000-26c	Permits
Correspondence (including emails)	Administrative, Utilities	4 yrs	I	GR1000-26a	UB -Utility Billing
Correspondence (including emails)	Administrative, Community Development	4 yrs	I	GR1000-26a	CD -Com. Development
Correspondence (including emails)	Administrative, Parks	4 yrs	I	GR1000-26a	PK -Parks
Correspondence (including emails)	Routine, IT	AV	AV	GR1000-26c	IT
Correspondence (including emails)	Routine, Fire	AV	AV	GR1000-26c	FD -Fire Department
Correspondence (including emails)	Administrative, PD	4 yrs	I	GR1000-26a	PD -Police Department
Correspondence (including emails)	Routine, Community Development	AV	AV	GR1000-26c	CD -Com. Development
Correspondence (including emails)	Routine, PD	AV	AV	GR1000-26c	PD -Police Department
Correspondence (including emails)	Administrative, Public Works	4 yrs	I	GR1000-26a	PW -Public Works
Correspondence (including emails)	Administrative, Finance	4 yrs	I	GR1000-26a	FN -Finance
Correspondence (including emails)	Routine, HR,	AV	AV	GR1000-26c	HR -Human Resources
Correspondence (including emails)	Routine, Public Works	AV	AV	GR1000-26c	PW -Public Works
Correspondence (including emails)	Administrative, Recreation	4 yrs	I	GR1000-26a	REC -Recreation
Correspondence (including emails)	Routine, Finance	AV	AV	GR1000-26c	FN -Finance
Correspondence (including emails)	Routine, Parks	AV	AV	GR1000-26c	PK -Parks
Correspondence (including emails)	Routine, Utilities	AV	AV	GR1000-26c	UB -Utility Billing
Correspondence (including emails)	Routine, Recreation	AV	AV	GR1000-26c	REC -Recreation
Counseling Program Records	All Employees	3 yrs	I	GR1050-06	HR -Human Resources
Criminal Background Check	For Employment Application	1 yr	O	GR1050-36	HR -Human Resources
Criminal Case Records	Municipal Court Cases	5 yrs	X	LC2350-04a	CT -Court
Criminal Docket	Juveniles	5 yrs	I	LC2450-07	CT -Court
Criminal Docket	Adults	5 yrs	X	LC2350-06b	CT -Court
Criminal Process Records	Retain until execution or recalled then return to issuing court	O - Other	O	PS4250-02	PD -Police Department
Customer Account History		2 yrs	X	UT5000-05	UB -Utility Billing
Customer Billing EFT Authorization Forms		US	O	UT5000-04d	UB -Utility Billing

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Customer Billing Records	Collection of sales tax on trash service	5 yrs	FYE		UB -Utility Billing
Customer Usage Reports		3 yrs	I	UT5000-06	UB -Utility Billing
Daily Bulletins		1 yr	I	PS4025-02	PD -Police Department
Daily Bulletins		1 yr	I	PS4025-02	FD -Fire Department
Dangerous Animal List	Residing within the city	15 yrs	X	HR4850-14	PD -Police Department
Dangerous Drug Acquisition & Disposal Records	Animal	2 yrs	X	HR4850-08b	PD -Police Department
Data Processing Planning Records	Not including disaster recovery plans	5 yrs	I	GR5825-06	IT
Data Processing Policies and Procedures	IT	5 yrs	X	GR5825-05	IT
Death in Custody Report		3 yrs	I	PS4150-03	PD -Police Department
Deceased Animal Removal Records		1 yr	I	HR4850-16	PD -Police Department
Dedications	ROW, Park, Deed, Etc	PERMANENT	P	GR1000-02	CS -City Secretary
Deeds	All Deeds	PERMANENT	P	GR1000-27	CS -City Secretary
Demolition records	retain 3 yrs after the date of the demolition	3 yrs	O	PW5250-09	Permits
Direct Deposit Authorization		US	O	GR1050-51	HR -Human Resources
Disannexation Records	Maps, Ordinances, Application	PERMANENT	I	GR1000-22	CS -City Secretary
Disciplinary and Adverse Action Records	All Employees, Destroy 2 years after seperation	2 yrs	O	GR1050-07	HR -Human Resources
Discontinuance of Service Records		1 yr	I	UT5000-07	UB -Utility Billing
Dispatch Reports		2 yrs	I	PS4100-05	PD -Police Department
DNA Collection Records		3 yrs	I	PS4175-20	PD -Police Department
Drill & Simulation Records		5 yrs	I	PS4475-06	FD -Fire Department
Earnings and Deduction Records	Deferred Compensation Deductions	75 yrs	X	GR1050-52b	HR -Human Resources
Earnings and Deduction Records	Not Including Deferred Compensation Records	4 yrs	I	GR1050-52a	FN -Finance
Easements	Permanent Easement	PERMANENT	P	GR1000-28	CS -City Secretary
Easements	Temporary	PERMANENT	P	GR1000-28	CS -City Secretary
Emergency Medical Service Run Report	Treatment Refused	2 yrs	I	PS4450-02b	FD -Fire Department
Emergency Medical Service Run Report	Treatment Rendered (retain 6yr3months from date of service or until patient's 20th bday, whichever is later)	O - Other	O	PS4450-02a	FD -Fire Department
Emergency Protective Order Issued under Art 17.272(a) CCP	Date of order +31 days or 61 day per term of order	O - Other	O	PS4175-16a1	PD -Police Department

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Emergency Protective Order Issued under Art 17.272(b) CCP	Date of order +61 days or 91 day per term of order	O - Other	O	PS4175-16a2	PD -Police Department
Employee Acknowledgement Forms		2 yrs	X	GR1050-37	HR -Human Resources
Employee Benefit Plan Records	All Employees	4 yrs	X	GR1050-08a	HR -Human Resources
Employee Equipment Log	Keys, ID Cards	2 yrs	X	GR1050-10a	HR -Human Resources
Employee Exit Interview		2 yrs	X	GR1050-35	HR -Human Resources
Employee Selection Records	All selection records	2 yrs	X	GR1050-11	HR -Human Resources
Employee Service Records	All Employees (Incode)	75 yrs	X	GR1050-12	HR -Human Resources
Employment Advertisements	All Positions	2 yrs	X	GR1050-13	HR -Human Resources
Employment Applications	All Positions (In NeoGov)	2 yrs	X	GR1050-14	HR -Human Resources
Employment Contract		4 yrs	X	GR1050-15a	CS -City Secretary
Enrollment Forms	Retirement Forms	AV	AV	GR1050-08b	HR -Human Resources
Equal Employment Opportunity Records		3 yrs	X	GR1050-16	HR -Human Resources
Equipment Inventory	Used in utility system (until superseded +1 yr)	1 yr	O	UT5000-08	PW -Public Works
Equipment Inventory	Capital Assets	3 yrs	X	GR1025-05c	FN -Finance
Evaluations	Employee Evaluations, Destroy 2 years after seperation	2 yrs	O	GR1050-21	HR -Human Resources
Facility Reservation Applications		2 yrs	X	GR1000-36	REC -Recreation
Family Violence Reports	Not part of arrest or offense investigation record	3 yrs	I	PS4150-04	PD -Police Department
Federal Revenue Sharing Records		5 yrs	I	GR1025-06	FN -Finance
Fidelity Bonds		5 yrs	X	GR1050-18	FN -Finance
Field Interrogation Reports		AV	AV	PS4150-05	PD -Police Department
Financial Disclosure Statements	Elected or Appointed Official	2 yrs	I	GR1050-33	CS -City Secretary
Financial Disclosure Statements	Employees	2 yrs	I	GR1050-33	HR -Human Resources
Financial Reports	Less than Annual Reports	3 yrs	FYE	GR1025-07a	FN -Finance
Finding Aids, Indexes & Tracking Systems	IT	AV	AV	GR5800-02	IT
Fingerprint Cards	Employees	5 yrs	X	GR1050-19	HR -Human Resources
Fire Records	Log, register, consolidated report	2 yrs	O	PS4450-03	FD -Fire Department
Fire/EMS Incident Report		5 yrs	I	PS4450-04	FD -Fire Department
Food Quality Test Reports		3 yrs	I	HR4775-23	Permits
Fugitive Reports		AV	AV	PS4175-04	PD -Police Department
General Orders	Fire, until superseded +5 yrs	5 yrs	O	PS4025-03a	FD -Fire Department
General Orders	Police, until superseded +5 yrs	5 yrs	O	PS4025-03a	PD -Police Department

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General Orders	Fire, Code of Conduct	PERMANENT	P	PS4025-03c	FD -Fire Department
General Orders	Police, Code of Conduct	PERMANENT	P	PS4025-03c	PD -Police Department
GPS Tracking Records	Police Vehicles	30 days	I	PS4050-07	PD -Police Department
Grant App & Doc., Direct Federal Grant	City Secretary, Successful application	3 yrs	FYE	GR1025-08a	CS -City Secretary
Grant App & Doc., Direct Federal Grant	Fire, Successful application	3 yrs	FYE	GR1025-08a	FD -Fire Department
Grant App & Doc., Direct Federal Grant	HR, Successful application	3 yrs	FYE	GR1025-08a	HR -Human Resources
Grant App & Doc., Direct Federal Grant	City Manager,Successful application	3 yrs	FYE	GR1025-08a	CA -City Administration
Grant App & Doc., Direct Federal Grant	Court, Successful application	3 yrs	FYE	GR1025-08a	CT -Court
Grant App & Doc., Direct Federal Grant	IT, Successful application	3 yrs	FYE	GR1025-08a	IT
Grant App & Doc., Direct Federal Grant	Finance, Successful application	3 yrs	FYE	GR1025-08a	FN -Finance
Grant App & Doc., Direct Federal Grant	Police, Successful application	3 yrs	FYE	GR1025-08a	PD -Police Department
Grant App & Doc., Direct Federal Grant	Community Development, Successful application	3 yrs	FYE	GR1025-08a	CD -Com. Development
Grant App & Doc., Direct Federal Grant	Parks, Successful application	3 yrs	FYE	GR1025-08a	PK -Parks
Grant App & Doc., Direct Federal Grant	Public Works, Successful application	3 yrs	FYE	GR1025-08a	PW -Public Works
Grant App & Doc., Direct Federal Grant	Recreation, Successful application	3 yrs	FYE	GR1025-08a	REC -Recreation
Grant Application & Doc, All Grant Types	City Manager, Unsuccessful application	AV	AV	GR1025-08d	CA -City Administration
Grant Application & Doc, All Grant Types	Court, Unsuccessful application	AV	AV	GR1025-08d	CT -Court
Grant Application & Doc, All Grant Types	City Secretary, Unsuccessful application	AV	AV	GR1025-08d	CS -City Secretary
Grant Application & Doc, All Grant Types	IT, Unsuccessful application	AV	AV	GR1025-08d	IT
Grant Application & Doc, All Grant Types	Fire, Unsuccessful application	AV	AV	GR1025-08d	FD -Fire Department
Grant Application & Doc, All Grant Types	Community Development, Unsuccessful application	AV	AV	GR1025-08d	CD -Com. Development
Grant Application & Doc, All Grant Types	Police, Unsuccessful application	AV	AV	GR1025-08d	PD -Police Department
Grant Application & Doc, All Grant Types	Public Works, Unsuccessful	AV	AV	GR1025-08d	PW -Public Works
Grant Application & Doc, All Grant Types	HR, Unsuccessful application	AV	AV	GR1025-08d	HR -Human Resources
Grant Application & Doc, All Grant Types	Finance, Unsuccessful application	AV	AV	GR1025-08d	FN -Finance
Grant Application and Documentation, Indirect Federal Grant	City Secretary, Successful application	5 yrs	FYE	GR1025-08a	CS -City Secretary
Grant Application and Documentation, Indirect Federal Grant	City Manager,Successful application	5 yrs	FYE	GR1025-08a	CA -City Administration
Grant Application and Documentation, Indirect Federal Grant	Court, Successful application	5 yrs	FYE	GR1025-08a	CT -Court
Grant Application and Documentation, Indirect Federal Grant	Fire, Successful application	5 yrs	FYE	GR1025-08a	FD -Fire Department

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Grant Application and Documentation, Indirect Federal Grant	IT, Successful application	5 yrs	FYE	GR1025-08a	IT
Grant Application and Documentation, Indirect Federal Grant	Community Development, Successful application	5 yrs	FYE	GR1025-08a	CD -Com. Development
Grant Application and Documentation, Indirect Federal Grant	Police, Successful application	5 yrs	FYE	GR1025-08a	PD -Police Department
Grant Application and Documentation, Indirect Federal Grant	HR, Successful application	5 yrs	FYE	GR1025-08a	HR -Human Resources
Grant Application and Documentation, Indirect Federal Grant	Parks, Successful application	5 yrs	FYE	GR1025-08a	PK -Parks
Grant Application and Documentation, Indirect Federal Grant	Public Works, Successful application	5 yrs	FYE	GR1025-08a	PW -Public Works
Grant Application and Documentation, Indirect Federal Grant	Finance, Successful application	5 yrs	FYE	GR1025-08a	FN -Finance
Grant Application and Documentation, Indirect Federal Grant	Recreation, Successful application	5 yrs	FYE	GR1025-08a	REC -Recreation
Grant Application and Documentation, State and Private Grants	City Secretary, Successful application	3 yrs	FYE	GR1025-08a	CS -City Secretary
Grant Application and Documentation, State and Private Grants	Fire, Successful application	3 yrs	FYE	GR1025-08a	FD -Fire Department
Grant Application and Documentation, State and Private Grants	HR, Successful application	3 yrs	FYE	GR1025-08a	HR -Human Resources
Grant Application and Documentation, State and Private Grants	IT, Successful application	3 yrs	FYE	GR1025-08a	IT
Grant Application and Documentation, State and Private Grants	Finance, Successful application	3 yrs	FYE	GR1025-08a	FN -Finance
Grant Application and Documentation, State and Private Grants	City Manager, Successful application	3 yrs	FYE	GR1025-08a	CA -City Administration
Grant Application and Documentation, State and Private Grants	Court, Successful application	3 yrs	FYE	GR1025-08a	CT -Court
Grant Application and Documentation, State and Private Grants	Police, Successful application	3 yrs	FYE	GR1025-08a	PD -Police Department
Grant Application and Documentation, State and Private Grants	Community Development, Successful application	3 yrs	FYE	GR1025-08a	CD -Com. Development
Grant Application and Documentation, State and Private Grants	Parks, Successful application	3 yrs	FYE	GR1025-08a	PK -Parks

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Grant Application and Documentation, State and Private Grants	Public Works, Successful application	3 yrs	FYE	GR1025-08a	PW -Public Works
Grant Application and Documentation, State and Private Grants	Recreation, Successful application	3 yrs	FYE	GR1025-08a	REC -Recreation
Grievance Records	Employees, Not related to EEO complaints	2 yrs	I	GR1050-21	HR -Human Resources
Groundwater Monitoring Records		3 yrs	I	UT5025-03	PW -Public Works
Guardian Tracking Records	Destroy 2 years after employee seperation	2 yrs	O	GR1050-07	HR -Human Resources
Gunshot Wound Reports		3 yrs	I	PS4150-06	PD -Police Department
Hardware Documentation	IT	US	O	GR5800-03	IT
Hazard Communication Plan	Until superseded +5 yrs	US	O	GR5750-03	FD -Fire Department
HazMat Records	Permit application, denied	1 yr	I	PS4475-07b	FD -Fire Department
HazMat Records	Permit application, granted	3 yrs	X	PS4475-07b	FD -Fire Department
HazMat Training	Employees	5 yrs	I	GR5750-04	FD -Fire Department
Health Complaints		3 yrs	I	HR4775-43	Permits
Health Inspection Report		3 yrs	I	HR4775-27	Permits
Health Permit Application	Denied Applications	1 yr	I	HR4775-25a	Permits
Health Permit Application	Approved Permits	3 yrs	X	HR4775-25a	Permits
Health Permit Log of Permits		1 yr	I	HR4775-25c	Permits
Health Permit Notification of Violation		3 yrs	X	HR4775-21	Permits
HEAT Records	Destroy 4 yrs after receipt or termination	4 yrs	I	PS4175-19	PD -Police Department
Horticultural Files	Relating to plants in local parks	AV	AV	PW5525-02	PK -Parks
Hydrant Records	reports on inspections, tests & maintenance	3 yrs	X	PS4500-01a	FD -Fire Department
Hydrant Records	inventories	US	O	PS4500-01b	FD -Fire Department
I-9's (Verification of Employment Eligibility)	NOTE Retention on Schedule	AV	X	GR1050-30	HR -Human Resources
Incident Reports	Not involving commission of a crime	3 yrs	I	PS4150-07	PD -Police Department
Inspection Logs	Sanitary Evaluations	1 yr	I	HR4775-24	Permits
Inspection Records	Water related facilities	3 yrs	I	UT5025-04	PW -Public Works
Inspection Reports & Logs	Structures where an inspection is not required by state or local law	3 yrs	I	PS4475-08b	FD -Fire Department
Inspection Reports & Logs	Residential structure for fire prevention	AV	AV	PS4475-08c	FD -Fire Department
Inspection Reports & Logs	Commercial, schools, hosptals, structures required by state or local law	LA	LA	PS4475-08a	FD -Fire Department
Insurance Claims		3 yrs	X	GR1000-46	HR -Human Resources

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Insurance Policy	For Local Government Property	4 yrs	X	GR1000-29	HR -Human Resources
Internet Cookies		AV	AV	GR5825-18	IT
Interview Notes for Job Applicants	City Council	2 yrs	X	GR1050-11	CS -City Secretary
Interview Notes for Job Applicants	City Secretary	2 yrs	X	GR1050-11	CS -City Secretary
Interview Notes for Job Applicants	Finance	2 yrs	X	GR1050-11	FN -Finance
Interview Notes for Job Applicants	Fire	2 yrs	X	GR1050-11	FD -Fire Department
Interview Notes for Job Applicants	Police	2 yrs	X	GR1050-11	PD -Police Department
Interview Notes for Job Applicants	IT	2 yrs	X	GR1050-11	IT
Interview Notes for Job Applicants	HR	2 yrs	X	GR1050-11	HR -Human Resources
Interview Notes for Job Applicants	Customer Service	2 yrs	X	GR1050-11	HR -Human Resources
Interview Notes for Job Applicants	Community Development	2 yrs	X	GR1050-11	CD -Com. Development
Interview Notes for Job Applicants	Parks	2 yrs	X	GR1050-11	PK -Parks
Interview Notes for Job Applicants	Public Works	2 yrs	X	GR1050-11	PW -Public Works
Interview Notes for Job Applicants	Recreation	2 yrs	X	GR1050-11	REC -Recreation
Interview Notes for Job Applicants	City Manager	2 yrs	X	GR1050-11	CA -City Administration
Interview Notes for Job Applicants	Court	2 yrs	X	GR1050-11	CT -Court
Inventory Records	Finance	1 yr	I	GR1075-02	FN -Finance
Inventory Records	Community Development or Code Enforcement	1 yr	I	GR1075-02	CD -Com. Development
Inventory Records	City Manager	1 yr	I	GR1075-02	CS -City Secretary
Inventory Records	City Council	1 yr	I	GR1075-02	CS -City Secretary
Inventory Records	Parks	1 yr	I	GR1075-02	PK -Parks
Inventory Records	City Secretary	1 yr	I	GR1075-02	CS -City Secretary
Inventory Records	Fire	1 yr	I	GR1075-02	FD -Fire Department
Inventory Records	Police	1 yr	I	GR1075-02	PD -Police Department
Inventory Records	HR	1 yr	I	GR1075-02	HR -Human Resources
Inventory Records	Public Works	1 yr	I	GR1075-02	PW -Public Works
Inventory Records	Recreation	1 yr	I	GR1075-02	REC -Recreation
Inventory Records	IT	1 yr	I	GR1075-02	IT
Inventory Records	Permits	1 yr	I	GR1075-02	Permits
Inventory Records	Utility Billing	1 yr	I	GR1075-02	UB -Utility Billing
Inventory Records	Court	1 yr	I	GR1075-02	CT -Court
Investment Transaction Records		5 yrs	FYE	GR1025-09a	FN -Finance
IT Master File Records	Delete after 3rd system backup	US	O	GR5800-04	IT
Job Descriptions		4 yrs	X	GR1050-26a	HR -Human Resources
Juror Information Reply Forms		1 yr	I	LC2350-08b	CT -Court
Jury Summons	Returned Undeliverable	1 yr	I	LC2350-08c	CT -Court

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Jury Venire List		1 yr	I	LC2350-08a	CT -Court
Juvenile Case Papers	See TSL Retention Schedule	10 yrs	O	LC2450-05c	CT -Court
Juvenile Delinquency Records		2 yrs	I	LC2450-03	CT -Court
Juvenile Delinquency Report	Annual statistical report	2 yrs	I	LC2450-02	PD -Police Department
Juvenile Detention Register		2 yrs	I	LC2450-09	PD -Police Department
Law Enforcement Information Dissemination, Inquiry and Receipt Records	Dissemination of Criminal Histories	3 yrs	I	PS4175-05a	PD -Police Department
Law Enforcement Information Dissemination, Inquiry and Receipt Records	All records except the dissemination of criminal histories	AV	AV	PS4175-05b	PD -Police Department
Lead and Copper Compliance Records	Required by EPA	12 yrs	I	UT5025-05	PW -Public Works
Lease	General	4 yrs	X	GR1000-25	CS -City Secretary
Leave Records		3 yrs	X	GR1050-54b	HR -Human Resources
Ledgers, Journals & Entry Documentation		5 yrs	FYE	GR1025-30a	FN -Finance
Legal Opinion	Related to PIR	2 yrs	I	GR1000-34	CS -City Secretary
Legal Opinion	Rendered by City Attorney, not PIR related	PERMANENT	P	GR1000-30	CS -City Secretary
Legal Opinion	Rendered by AG regarding City	PERMANENT	P	GR1000-30	CS -City Secretary
License and/Permit	Solicitors	2 yrs	X	GR1000-36	Permits
Litigation Case Files	City a named Party	AV	X	GR1000-31	CS -City Secretary
Long Range Fiscal Planning Reports		PERMANENT	P	GR1025-07c	CS -City Secretary
Lost and Stolen Property Reports	City Equipment	3 yrs	FYE	GR1075-17	PD -Police Department
Lost Animal Reports		1 yr	I	HR4850-09	PD -Police Department
Material Safety Monitoring Reports	All City Facilities	30 yrs	X	GR1050-22c	FD -Fire Department
Memorandum of Understanding	General	4 yrs	X	GR1000-25	CS -City Secretary
Meter Read Records		3 yrs	I	UT5000-11	UB -Utility Billing
Microbiological Analysis Records		5 yrs	I	UT5025-01	PW -Public Works
Microchip Implant Documentation	Destroy after 15 years or deat, whichever first	15 yrs	O	HR4850-13	PD -Police Department
Minutes	MDD Minutes	PERMANENT	I	GR1000-03a	CA -City Administration
Minutes	Council Minutes	PERMANENT	I	GR1000-03a	CS -City Secretary
Minutes	Other Minutes	PERMANENT	I	GR1000-03a	CS -City Secretary
Minutes	4B Minutes	PERMANENT	I	GR1000-03a	CD -Com. Development
Minutes	BOA Minutes	PERMANENT	I	GR1000-03a	CD -Com. Development
Minutes	P&Z Minutes	PERMANENT	I	GR1000-03a	CD -Com. Development

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Minutes	Parks Minutes	PERMANENT	I	GR1000-03a	PK -Parks
Minutes, Audio Recordings	Council Minutes	3 yrs	O	GR1000-03a	CS -City Secretary
Minutes, Audio Recordings	Other Minutes	3 yrs	O	GR1000-03a	CS -City Secretary
Minutes, Audio Recordings	4B Minutes	90 days	O	GR1000-03a	CD -Com. Development
Minutes, Audio Recordings	MDD Minutes	90 days	O	GR1000-03a	CA -City Administration
Minutes, Audio Recordings	BOA Minutes	90 days	O	GR1000-03a	CD -Com. Development
Minutes, Audio Recordings	P&Z Minutes	90 days	O	GR1000-03a	CD -Com. Development
Minutes, Audio Recordings	Parks Minutes	90 days	O	GR1000-03a	PK -Parks
Missing & Unidentified Persons File	Destroy 3 yrs after person is located	3 yrs	O	PS4150-08	PD -Police Department
MSDS		AV	X	GR5750-05	FD -Fire Department
Mug Books		AV	AV	PS4175-06	PD -Police Department
Network Circuit Inventories		US	O	GR5825-10	IT
Network Implementation Records		US	O	GR5825-11	IT
Network System Disaster Preparedness Plan		US	O	GR5825-27	IT
Notification of violation, Fire Inspections	retain until verification of correction +3yrs	O - Other	O	PS4475-09a	FD -Fire Department
Notification of violation, Fire Inspections	Certification of structure as substandard, (retain	O - Other	O	PS4475-09b	FD -Fire Department
Oath of Office	Elected or Appointed Official	5 yrs	X	GR1050-23	CS -City Secretary
Oath of Office	Employee	5 yrs	X	GR1050-23	HR -Human Resources
Off Duty Assignment Records		2 yrs	I	PS4075-02	PD -Police Department
Offense Investigation Records	Second and third degree felony	10 yrs	O	PS4125-05b	PD -Police Department
Offense Investigation Records	DUI offenses	10 yrs	O	PS4125-05b	PD -Police Department
Offense Investigation Records	Class A & B misdemeanors & state jail felonies	2 yrs	O	PS4125-05b	PD -Police Department
Offense Investigation Records	First degree and capital felonies	50 yrs	O	PS4125-05b	PD -Police Department
Offense Investigation Records	Class C Misdemeanor, destroy 90 days after stop	6 months	O	PS4125-05b	PD -Police Department
Offense Investigation Records	Cases Not Cleared, Retain until statute of limitations has expired	O - Other	O	PS4125-05a	PD -Police Department
Operating System & Hardware Conversion		1 yr	X	GR5825-12	IT
Operation and Maintenance Records	of Utility system	US	O	UT5000-12	PW -Public Works
Operational Permits	For Water or Wastewater System	5 yrs	X	UT5025-06a	PW -Public Works
Operational Permits, Denied		AV	AV	PS4025-04b	FD -Fire Department
Operational Permits, Denied		AV	AV	PS4025-04b	PD -Police Department
Operational Permits, Granted		3 yrs	X	PS4025-04a	FD -Fire Department
Operational Permits, Granted	Destrop 3 yrs after expiration/cancellation	3 yrs	O	PS4025-04a	PD -Police Department
Operations Records	Monitoring activities	3 yrs	I	UT5025-07a	PW -Public Works

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Operations Records	Periodic logs/reports less than annual basis	3 yrs	I	UT5025-07b	PW -Public Works
Operations Records	Annual or bienniel reports	PERMANENT	P	UT5025-07c	PW -Public Works
Ordinance	Ordinance	PERMANENT	I	GR1000-05	CS -City Secretary
Organizational Chart		US	O	GR1000-36	HR -Human Resources
Output Records from Computer Production		AV	AV	GR5825-13	IT
Parking & Pedestrian Violation Tickets	Municipal Court Cases	2 yrs	X	LC2350-05	CT -Court
Pawn Shop Tickets		AV	AV	PS4175-07	PD -Police Department
Payroll Adjustment Records		3 yrs	FYE	GR1050-52f	FN -Finance
Payroll Deduction Authorization		4 yrs	X	GR1050-50	HR -Human Resources
Personnel Action Form	Destroy two years after employee seperation	2 yrs	O	GR1050-25	HR -Human Resources
Personnel Requisitions		2 yrs	I	GR1050-26c	HR -Human Resources
Personnel Study or Survey		3 yrs	I	GR1050-25	HR -Human Resources
Physical & Psychological Exam Reports	Job Applicants	2 yrs	I	GR1050-22a	HR -Human Resources
Physical & Psychological Exam Reports	Employees NOT exposed to toxic, harmful or bloodborne pathogens	2 yrs	X	GR1050.22b	HR -Human Resources
Physical & Psychological Exam Reports	Employees exposed to toxic, harmful or bloodborne pathogens	30 yrs	X	GR1050-22b	HR -Human Resources
Plan review records	Fire review of construction plans	AV	AV	PS4475-10	FD -Fire Department
Planning & Zoning Case Files	Staff reports, correspondence, evaluations (retain 5 yrs after disposition of case)	5 yrs	O	PW5255-01	CD -Com. Development
Planning Study & Reports Not Submitted to Council	Fire	5 yrs	I	PS4025-05b	FD -Fire Department
Planning Study & Reports Not Submitted to Council	Police	5 yrs	I	PS4025-05b	PD -Police Department
Planning Study & Reports Submitted to Council	Fire	PERMANENT	P	PS4025-05a	FD -Fire Department
Planning Study & Reports Submitted to Council	Police	PERMANENT	P	PS4025-05a	PD -Police Department
Plats		PERMANENT	P	PW5275-02	CD -Com. Development
Policy or Procedure	IT, Not Adopted by Ordinance or Resolution	5 yrs	X	GR1000-38	IT
Policy or Procedure	Fire, Not Adopted by Ordinance or Resolution	5 yrs	X	GR1000-38	FD -Fire Department
Policy or Procedure	Police, Not Adopted by Ordinance or Resolution	5 yrs	X	GR1000-38	PD -Police Department
Policy or Procedure	HR, Not Adopted by Ordinance or Resolution	5 yrs	X	GR1000-38	HR -Human Resources

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Policy or Procedure	Parks, Not Adopted by Ordinance or Resolution	5 yrs	X	GR1000-38	PK -Parks
Policy or Procedure	Public Works, Not Adopted by Ordinance or Resolution	5 yrs	X	GR1000-38	PW -Public Works
Policy or Procedure	Adopted by Ordinance or Resolution	PERMANENT	P	GR1000-05	CS -City Secretary
Policy or Procedure	Finance, Not Adopted by Ordinance or Resolution	5 yrs	X	GR1025-25	FN -Finance
Policy or Procedure	Recreation, Not Adopted by Ordinance or Resolution	5 yrs	X	GR1000-38	REC -Recreation
Polygraph Records		2 yrs	I	PS4175-08	PD -Police Department
Postal Meter Usage Records		1 yr	I	GR1075-40a	FN -Finance
Pre-Fire Planning Records		US	O	PS4475-11	FD -Fire Department
Press Releases	All	2 yrs	X	GR1000-34	CS -City Secretary
Processing Records, IT	Delete after 3rd system backup	US	O	GR5800-05	IT
Program Files	recreation programs	2 yrs	I	PW5525-03	REC -Recreation
Project Records, IT	Design documentation, justification, studies	3 yrs	X	GR5825-15a	IT
Project Records, IT	Routine status reports & memos	AV	AV	GR5825-15b	IT
Property Records	Chain of custody, report logs, receipts, notices, etc (FYE +3yrs after disposal or return)	3 yrs	O	PS4175-09	PD -Police Department
Protective Clothing Records	daily or other period reports	3 yrs	I	PS4500-03a	FD -Fire Department
Protective Clothing Records	inventories	US	O	PS4500-03b	FD -Fire Department
Protective Order Issued Under Sec 3.581 & Ch85 FC		1 yr	I	PS4175-16b	PD -Police Department
Public Access Option Form	until superseded, final kept	75 yrs	X	GR1050-34	HR -Human Resources
Public Information Requests	General, Non-Exempted Records	1 yr	X	GR1000-34a	CS -City Secretary
Public Information Requests	Police, Non-Exempted Records	1 yr	X	GR1000-34a	PD -Police Department
Public Information Requests	All, Exempted Records	2 yrs	X	GR1000-34b	CS -City Secretary
Public Works Planning Studies & Reports	Studies not requested by Council	5 yrs	I	PW5200-01b	PW -Public Works
Public Works Planning Studies & Reports	Special studies requested by Council	PERMANENT	P	PW5200-01a	PW -Public Works
Publication or Pamphlet	Report, Study or Proposal Related	PERMANENT	P	GR1000-39	CS -City Secretary
Purchase Orders		3 yrs	FYE	GR1075-03a	FN -Finance
PW Inspection & Maintenance Reports	roads, streets, sidewalks, rights-of-way	3 yrs	I	PW5275-01a	PW -Public Works

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PW Inspection & Maintenance Reports	bridges	LA	LA	PW5275-01b	PW -Public Works
Rabies Vaccination Certificates	Copies of vaccination performed by veterinarian	5 yrs	I	HR4850-10	PD -Police Department
Radio Logs		1 yr	I	PS4100-06	PD -Police Department
Rate Schedules	Utility rate schedules	PERMANENT	P	UT5000-15a	UB -Utility Billing
Record Destruction Log	Destroyed Records	PERMANENT	P	GR1010-40b	CS -City Secretary
Records Control Schedules		US	X	GR1000-40a	CS -City Secretary
Recreation Attendance Reports	Daily or Weekly Reports	1 yr	I	PW5525-01c	REC -Recreation
Recreation Attendance Reports	monthly reports	3 yrs	I	PW5525-01b	REC -Recreation
Recreation Attendance Reports	annual reports	PERMANENT	P	PW5525-01a	REC -Recreation
Reduction in Force Plans		US	O	GR1050-27	HR -Human Resources
Reimbursement Records	Employees	3 yrs	FYE	GR1050-58	FN -Finance
Report or Study for Departmental Use	Community Development or Code Enforcement	1 yr	X	GR1000-41b	CD -Com. Development
Report or Study for Departmental Use	Parks	1 yr	X	GR1000-41b	PK -Parks
Report or Study for Departmental Use	Police	1 yr	X	GR1000-41b	PD -Police Department
Report or Study for Departmental Use	Fire	1 yr	X	GR1000-41b	FD -Fire Department
Report or Study for Departmental Use	Finance	1 yr	X	GR1000-41b	FN -Finance
Report or Study for Departmental Use	HR	1 yr	X	GR1000-41b	HR -Human Resources
Report or Study for Departmental Use	IT	1 yr	X	GR1000-41b	IT
Report or Study for Departmental Use	Permits	1 yr	X	GR1000-41b	Permits
Report or Study for Departmental Use	Public Works	1 yr	X	GR1000-41b	PW -Public Works
Report or Study for Departmental Use	Utility Billing	1 yr	X	GR1000-41b	UB -Utility Billing
Report or Study for Departmental Use	Recreation	1 yr	X	GR1000-41b	REC -Recreation
Report or Study for Departmental Use	Court	1 yr	X	GR1000-41b	CT -Court
Report or Study Submitted to Council	Regular reports created on a less than annual basis submitted to Council	3 yrs	X	GR1000-41a4	CS -City Secretary
Report or Study Submitted to Council	Special Report Prepared for City Manager submitted to Council	5 yrs	X	GR1000-41a3	CA -City Administration
Report or Study Submitted to Council	Annual Reports Submitted to Council	PERMANENT	P	GR1000-41a1	CS -City Secretary
Report or Study Submitted to Council	Special Reports Submitted to Council	PERMANENT	P	GR1000-41a2	CS -City Secretary
Reports of Building Permits Issued	Monthly reports to US Beureau of Census	3 yrs	I	PW5250-11b	Permits
Reports of Building Permits Issued	Annual reports to US Beureau of Census	PERMANENT	P	PW5250-11a	Permits
Reports of Motor Carrier Weight Convictions		AV	AV	LC2350-10b	CT -Court
Reports to Regulatory Authorities	Periodic reports, less than annual	3 yrs	I	UT5025-08a	PW -Public Works

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Reports to Regulatory Authorities	Annual, biennial or special reports	PERMANENT	P	UT5025-08b	PW -Public Works
Reports to Texas Judicial Council		3 yrs	I	LC2350-10a	CT -Court
Reservation & Registration Records		2 yrs	I	PW5525-04	REC -Recreation
Resolution	Resolution, Council	PERMANENT	I	GR1000-05	CS -City Secretary
Resolution	Resolution, 4B	PERMANENT	I	GR1000-05	CD -Com. Development
Resolution	Resolution, MDD	PERMANENT	I	GR1000-05	CD -Com. Development
Resumes, Unsolicited		AV	O	GR1050-38	HR -Human Resources
Rights-of-Way Permit applications, denied permit	for roads, streets, sidewalks, curbs	1 yr	I	PW5275-03b	PW -Public Works
Rights-of-Way Permit applications, granted permit	for roads, streets, sidewalks, curbs	5 yrs	I	PW5275-03a	PW -Public Works
Road Design	Profiles, cross-sections of roads, rights of way	PERMANENT	P	PW5275-02	PW -Public Works
Road Master Plan		PERMANENT	P	PW5275-09	PW -Public Works
Sanitary Surveys	Of Water or Wastewater system	10 yrs	I	UT5025-09	PW -Public Works
Service Interruption Records		5 yrs	I	UT5000-17	UB -Utility Billing
Service Requests (Work Orders)		2 yrs	I	PW5200-02	PW -Public Works
Sex Offender Registration Records	Offenders required to register for life	75 yrs	X	PS4175-10	PD -Police Department
Sex Offender Registration Records	Offenders not required to register for life that have moved from the City	AV	AV	PS4175-10	PD -Police Department
Sex Offender Registration Records	Offenders not required to register for life, residing in the city (keep as long as residing in city)	O - Other	O	PS4175-10	PD -Police Department
Small Animal Quarantine Records	destroy 2 years after quarantine or death	2 yrs	O	HR4850-18	PD -Police Department
Software Programs	Until electronic records are transferred and made usable on new software	US	O	GR5800-06	IT
Software Registrations, warranties & license agreements	LA +3 yrs	LA	O	GR5825-20	IT
Special Orders	Declaring emergency, ordering evacuation	3 yrs	I	PS4025-03b	FD -Fire Department
Special Watch Records (Vacation Watch Records)		AV	AV	PS4175-11	PD -Police Department
Speeches. Papers and Presentations	Elected Officials	2 yrs	O	GR1000-08	CS -City Secretary
Staffing Reports/Vacancy Reports		US	O	GR1050-26b	HR -Human Resources
Stolen Property Records	Log with abstract report of records	AV	AV	PS4175-12	PD -Police Department
Street Cleaning Records		1 yr	I	PW5275-05	PW -Public Works
Street Name & House number Files		PERMANENT	P	PW5275-06	all

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Surveillance Videos	For security, not related to investigation	AV	AV	GR1075-25	PD -Police Department
Surveys	Survey Summary Report	10 yrs	I	GR1000-47	all
Surveys	Customer or Client Individual Responses	3 yrs	I	GR1000-47	All
System Activity Monitoring		AV	AV	GR5825-16	IT
Tax Collection, Delinquency & Valuation Reports	Monthly reports to Council	3 yrs	FYE	TX3000-11a	FN -Finance
Tax Collection, Delinquency & Valuation Reports	Quarterly reports to Council	AV	AV	TX3000-11a	FN -Finance
Tax Collection, Delinquency & Valuation Reports	Quarterly reports to State Property tax board & annaul, quarterly & month reports to state comptroller	AV	AV	TX3000-11b	FN -Finance
Tax Collection, Delinquency & Valuation Reports	Annual reports to Council	PERMANENT	P	TX3000-11a	FN -Finance
Tax Collection, Delinquency & Valuation Reports	Annual reports to State Property Tax Board	PERMANENT	P	TX3000-11b	FN -Finance
Tax Correspondence	Between Taxing Unit and Taxpayer	2 yrs	I	TX3000-12	FN -Finance
Tax Roll, Certified		20 yrs	I	TX3000-18	FN -Finance
Tax Rolls, Preliminary		AV	AV	TX3000-18	FN -Finance
Technical Documentation, IT	Until electronic records are transferred and made usable on new software	US	O	GR5800-07	IT
Texas Commission on Fire Protection Records	copies of inspection reports by inspectors of TCFP	5 yrs	I	PS4500-04	FD -Fire Department
Tier Two Hazardous Chemical List	In City Facility	30 yrs	I	GR5750-02	FD -Fire Department
Time Sheets		4 yrs	I	GR1050-56	FN -Finance
TMRS Annual Report		PERMANENT	P	GR1050-08c	CS -City Secretary
Traffic Count Reports		10 yrs	I	PW5300-03	PD -Police Department
Traffic Device Installation & Maintenance	Painting or repainting	2 yrs	I	PW5300-04b	PW -Public Works
Traffic Device Installation & Maintenance Records	installation, inspection, testing, repair	5 yrs	I	PW5300-04a	PW -Public Works
Traffic Permits		2 yrs	I	PW5300-05	PW -Public Works
Traffic Signal Records	drawings, specs	LA	LA	PW5300-06	PW -Public Works
Traffic Signs & Signal Inventory	retain until superseded +1y	US	O	PW5300-07	PW -Public Works
Training Manuals, Course Outlines	In House Training	2 yrs	X	GR1050-28c	HR -Human Resources

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Training Records, Employees	In House Training, Destroy 2 years after seperation	2 yrs	O	GR1050-28b	HR -Human Resources
Training Records, Employees	Required for qualification of position	5 yrs	X	GR1050-28a	HR -Human Resources
Transaction Summaries	Monthly, bimonthly, quarterly, semiannual	2 yrs	I	GR1025-31c	FN -Finance
Transaction Summaries	Annual	3 yrs	I	GR1025-31d	FN -Finance
Transaction Summaries	Daily	30 days	I	GR1025-31a	FN -Finance
Transaction Summaries	Weekly	90 days	I	GR1025-31b	FN -Finance
Transitory Information, All Departments	Temporary usefulness, not integral part of other records classification	AV	AV	GR1000-50	All
Transmitter Measurement and Repair Records		1 yr	I	PS4100-07	PD -Police Department
Treatment Sludge Records		5 yrs	I	UT5025-14	PW -Public Works
Tree and Plant Files	relating to plantings in ROW	3 yrs	I	PW5275-10	PK -Parks
Unclaimed Property Documentation		10 yrs	I	GR1025-32	FN -Finance
Uncollectable accounts		3 yrs	FYE	GR1025-27e	FN -Finance
Unemployment Claims		5 yrs	X	GR1050-29	HR -Human Resources
Uniform Crime Reports Submitted to TxDPS	Monthly reports	3 yrs	I	PS4175-14a	PD -Police Department
Uniform Crime Reports Submitted to TxDPS	Annual Reports	PERMANENT	P	PS4175-14b	PD -Police Department
Utility Maps		US	O	UT5000-10b	PW -Public Works
Utility Service Application & Deposit Records	Receipts, refund cards, customer deposits	3 yrs	FYE	UT5000-16b	UB -Utility Billing
Utility Service Application and Deposit Records		1 yr	I	UT5000-16a	UB -Utility Billing
Utility Service Application and Deposit Records	Records of unclaimed deposits	7 yrs	I	UT5000-16c	UB -Utility Billing
Vehicle Maintenance & Repair Records	Fire	LA	LA	GR1075-18a2	FD -Fire Department
Vehicle Maintenance & Repair Records	Community Development	LA	LA	GR1075-18a2	CD -Com. Development
Vehicle Maintenance & Repair Records	Public Works	LA	LA	GR1075-18a2	PW -Public Works
Vehicle Maintenance & Repair Records	Police	LA	LA	GR1075-18a2	PD -Police Department
Vehicle Maintenance & Repair Records	Parks	LA	LA	GR1075-18a2	PK -Parks
Vehicle Routine Inspection Records	Community Development	1 yr	I	GR1075-18a1	CD -Com. Development
Vehicle Routine Inspection Records	Police	1 yr	I	GR1075-18a1	PD -Police Department

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Vehicle Routine Inspection Records	Fire	1 yr	I	GR1075-18a1	FD -Fire Department
Vehicle Routine Inspection Records	Parks	1 yr	I	GR1075-18a1	PK -Parks
Vehicle Routine Inspection Records	Public Works	1 yr	I	GR1075-18a1	PW -Public Works
Vehicle Title & Registration		LA	LA	GR1075-24	CS -City Secretary
Video Streaming Records	Council Meetings (90 days per Tx State Library)	3 yrs	O	GR1000-03a	CS -City Secretary
Video Streaming Records	Other Meetings (90 days per Tx State Library)	3 yrs	O	GR1000-03a	CS -City Secretary
Video Streaming Records	4B Meetings (90 days per Tx State Library)	3 yrs	O	GR1000-03a	CD -Com. Development
Video Streaming Records	MDD Meetings (90 days per Tx State Library)	3 yrs	O	GR1000-03a	CA -City Administration
Video Streaming Records	BOA Meetings (90 days per Tx State Library)	3 yrs	O	GR1000-03a	CD -Com. Development
Video Streaming Records	P&Z Meetings (90 days per Tx State Library)	3 yrs	O	GR1000-03a	CD -Com. Development
Video Streaming Records	Parks Meetings (90 days per Tx State Library)	3 yrs	O	GR1000-03a	PK -Parks
Video/Audio Recordings from Police Vehicle	Greater than Class C, destroy 30 days after	30 days	O	PS4125-4b	PD -Police Department
Video/Audio Recordings from Police Vehicle	No charges filed	90 days	I	PS4125-04a	PD -Police Department
Video/Audio Recordings from Police Vehicle	Class C Misdemeanor, destroy 90 days after stop	90 days	I	PS4125-4b	PD -Police Department
Violation Reports	Water or wastewater system	3 yrs	X	UT5025-11	PW -Public Works
Visitor Logs		2 yrs	I	PW5525-06	REC -Recreation
Volunteer Service Files	Administrative Volunteers	3 yrs	X	GR1050-39	HR -Human Resources
Volunteer Service Files	Recreation Volunteers	3 yrs	X	GR1050-39	REC -Recreation
Volunteer Waiver of Liability		3 yrs	X	GR1000-42	HR -Human Resources
W-2 Forms		4 yrs	X	GR1050-53b	FN -Finance
W-4 Forms		4 yrs	X	GR1050-53a	HR -Human Resources
Wage and Salary Rate Tables		2 yrs	X	GR1050-59a	HR -Human Resources
Waivers of Liability/parental consent	recreation programs	3 yrs	X	PW5525-04c	REC -Recreation
Warning Citations		AV	AV	PS4150-09	PD -Police Department
Warranties (Vehicles & Equipment)	Community Development or Code Enforcement	1 yr	X	GR1025-23	CD -Com. Development
Warranties (Vehicles & Equipment)	City Manager	1 yr	X	GR1025-23	CS -City Secretary
Warranties (Vehicles & Equipment)	City Council	1 yr	X	GR1025-23	CS -City Secretary
Warranties (Vehicles & Equipment)	City Secretary	1 yr	X	GR1025-23	CS -City Secretary
Warranties (Vehicles & Equipment)	Police	1 yr	X	GR1025-23	PD -Police Department
Warranties (Vehicles & Equipment)	Finance	1 yr	X	GR1025-23	FN -Finance
Warranties (Vehicles & Equipment)	Fire	1 yr	X	GR1025-23	FD -Fire Department
Warranties (Vehicles & Equipment)	Parks	1 yr	X	GR1025-23	PK -Parks
Warranties (Vehicles & Equipment)	Permits	1 yr	X	GR1025-23	Permits
Warranties (Vehicles & Equipment)	IT	1 yr	X	GR1025-23	IT

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Warranties (Vehicles & Equipment)	Public Works	1 yr	X	GR1025-23	PW -Public Works
Warranties (Vehicles & Equipment)	Recreation	1 yr	X	GR1025-23	REC -Recreation
Warranties (Vehicles & Equipment)	Utility Billing	1 yr	X	GR1025-23	UB -Utility Billing
Warranties (Vehicles & Equipment)	Court	1 yr	X	GR1025-23	CT -Court
Water and Sewer Tap Logs		PERMANENT	P	UT5025-10	PW -Public Works
Water and Wastewater Permit Log		PERMANENT	P	UT5025-13	PW -Public Works
Water Pollution Control and Abatement Files		5 yrs	I	UT5025-15	PW -Public Works
Weapons Inventory	Until superseded +3 yrs	3 yrs	O	PS4050-05d	FD -Fire Department
Weapons Inventory	Until superseded +3 yrs	3 yrs	O	PS4050-05d	PD -Police Department
Weapons Records	Records of weapons issuance to public safety	3 yrs	X	PS4050-05a	FD -Fire Department
Weapons Records	Records documenting loss, sale or destruction	3 yrs	I	PS4050-05c	PD -Police Department
Weapons Records	Records documenting loss, sale or destruction	3 yrs	I	PS4050-05c	PD -Police Department
Weapons Records	Records of weapons issuance to public safety	3 yrs	X	PS4050-05a	PD -Police Department
Weapons Records	Inspection and repair records	LA	LA	PS4050-05b	FD -Fire Department
Weapons Records	Inspection and repair records	LA	LA	PS4050-05b	PD -Police Department
Web Site History Files		AV	AV	GR5825-19	IT
Wildlife or Livestock Control Records		1 yr	I	HR4850-17	PD -Police Department
Witness Records	Municipal Court Cases	5 yrs	I	LC2350-11	CT -Court
Work Orders	Service orders issued by Customer Service	2 yrs	I		UB -Utility Billing
Work Schedules (not Time Sheets)	Community Development	1 yr	I	GR1050-31	CD -Com. Development
Work Schedules (not Time Sheets)	Police	1 yr	I	GR1050-31	PD -Police Department
Work Schedules (not Time Sheets)	Fire	1 yr	I	GR1050-31	FD -Fire Department
Work Schedules (not Time Sheets)	Finance	1 yr	I	GR1050-31	FN -Finance
Work Schedules (not Time Sheets)	Customer Service	1 yr	I	GR1050-31	FN -Finance
Work Schedules (not Time Sheets)	HR	1 yr	I	GR1050-31	HR -Human Resources
Work Schedules (not Time Sheets)	Parks	1 yr	I	GR1050-31	PK -Parks

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Work Schedules (not Time Sheets)	Public Works	1 yr	I	GR1050-31	PW -Public Works
Work Schedules (not Time Sheets)	IT	1 yr	I	GR1050-31	IT
Work Schedules (not Time Sheets)	Recreation	1 yr	I	GR1050-31	REC -Recreation
Work Schedules (not Time Sheets)	Court	1 yr	I	GR1050-31	CT -Court
Workers Comp Claim Records		5 yrs	X	GR1050-32	HR -Human Resources
Workplace Chemical List		30 yrs	I	GR5750-06	FD -Fire Department
Zoning Maps & Plats	(one copy must be kept in City Secretary office)	PERMANENT	P	PW5225-02	CD -Com. Development
Zoning Permit or Log	Showing who permit was issued, the proprty and	PERMANENT	P	PW5225-03b	CD -Com. Development
Zoning Violation Records	Alleged, but unfounded	1 yr	X	PW5225-04a	CD -Com. Development
Zoning Violation Records	Violation (retain 3 yrs after verification of	3 yrs	O	PW5225-04b	CD -Com. Development