

**AGENDA**  
**SNYDER CITY COUNCIL REGULAR MEETING**  
**FEBRUARY 1, 2016**  
**CITY COUNCIL CHAMBERS**  
**1925 24th STREET**  
**SNYDER, TEXAS**  
**5:30 P.M.**

If the Council should determine that a closed or executive meeting or session as authorized by the Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, should be held, the Council may convene into a closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Section 551.071 through 551.088 including:

Section 551.071 consultation with attorney, 551.072 deliberation regarding real property, 551.073 deliberation regarding prospective gift, 551.074 personnel matters, 551.075 conference with employees, 551.076 deliberation regarding security devices, 551.084 exclusion of witness from hearing, 551.086 certain public power competitive matters, 551.087 economic development negotiations, and 551.088 certain licensing or certifications test items.

**WELCOME VISITORS**

All visitors are encouraged and welcome to speak at City Council Meetings during the visitors forum for up to five minutes. At all other times, visitors must be recognized by the chair to speak.

Thank you,

Mayor Tony Wofford

I. INVOCATION:

II. RECOGNIZE EMPLOYEE OF THE MONTH:

III. RECOGNIZE VISITORS:

IV. VISITORS/CITZENS FORUM:

V. MINUTES:

1. Consider And Act On Approval Of The Minutes Of The Regular Council Meeting, January 4, 2016. (Pages 1-5)

Documents: [MIN160104.PDF](#)

2. Consider And Act On Approval Of The Minutes Of The Building Standards Commission Meeting, January 4, 2016.(Pages 6-7)

Documents: [MIN160104BSC.PDF](#)

VI. NEW BUSINESS:

1. Consider And Act On Setting Minimum Bid For Property Located At 2423 College Avenue.(Pages 8-9)

Documents: [2423 COLLEGE AVENUE.PDF](#)

2. Consider And Act On Setting Minimum Bid For Property Located At 2419 College Avenue.(Pages 10-11)

Documents: [2419 COLLEGE AVENUE.PDF](#)

3. Consider And Act On Setting Minimum Bid For Property Located At 2103 Avenue O. (Pages 12-13)

Documents: [2103 AVENUE O.PDF](#)

4. Consider And Act On Approval Of Renewing The Contract With Snyder Chamber Of Commerce Regarding Hotel Occupancy Tax Funds.(Pages 14-16)

Documents: [SNYDER CHAMBER OF COMMERCE CONTRACT.PDF](#)

5. Consider And Act On Approval Of The Annual Report From The Snyder Police Department Regarding Racial Profiling In 2015.(H/O)

6. Consider And Act On Approval Of The Annual Report From The Snyder Fire Department Regarding Racial Profiling In 2015.(Page 17)

Documents: [RACIAL PROFILING FIRE DEPARTMENT.PDF](#)

7. Consider And Act On Approval Of Resolution R160201A Authorizing The Filing Of A Grant Application For A Solid Waste Grant As Captioned Below:(Page 18)

**RESOLUTION OF THE CITY OF SNYDER AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ACT ON BEHALF OF THE CITY OF SNYDER IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF SNYDER WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.**

Documents: [R160201A.PDF](#)

8. Consider And Act On Approval Of Resolution R160201B Authorizing The Texas Coalition For Affordable Power, Inc. (TCAP) To Negotiate An Electric Supply Agreement As Captioned Below:(Pages 19-27)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP.**

Documents: [R160201B.PDF](#)

9. Consider And Act On Approval Of The Quarterly Investment Report For Quarter Ending

December 31, 2015.(Pages 28-29)

Documents: [QUARTERLY INVESTMENT REPORT.PDF](#)

10. Consider And Act On Ordering The General Election To Be Held May 7, 2016 To Elect Councilmembers For Single Member Districts 1, 2, 3, And 4.(Pages 30-32) Considerar Y Actuar En Ordenar Que La Eleccion General Se Lleve Acabo El 7 De Mayo De 2016 Para La Eleccion De Miembros Del Concilio Para Distritos De Miembros Singulares Numeros 1, 2, 3, 4.

Documents: [ORDER OF ELECTION.PDF](#)

VII. EXECUTIVE SESSION:

1. Council May Act In Open Session On The Following Item:
2. Deliberation Regarding Real Property. (Section 551.072 Texas Government Code.)

VIII. RECONVENE IN OPEN SESSION:

1. Consider Act On Deliberation Regarding Real Property.

IX. INFORMATION:

1. Election Schedule. Horario De Eleccion.(Pages 33-34)

Documents: [ELECTION SCHEDULE 160201.PDF](#)

2. Election Day Is May 7, 2016. Dia De Eleccion Es El 7 De Mayo De 2016
3. Next Regular Council Meeting Is March 7, 5:30 P.m.; Building Standards Commission Meeting Is March 7, 4:30 P.m.

X. ADJOURNMENT:

1. Consider Motion To Adjourn.

**MINUTES OF THE REGULAR COUNCIL MEETING**

**CITY OF SNYDER**

**JANUARY 4, 2016**

A Regular Meeting of the City Council of the City of Snyder, Texas was called to order at 5:30 p.m. by Mayor Tony Wofford with the following members present:

Councilmember Rodney Dupree  
Councilmember Vernon Clay  
Councilmember Steve Rich  
Councilmember Steve Highfield  
Councilmember Tom Strayhorn  
Councilmember Luann Burleson  
Attorney for the City, Bryan Guymon

**ITEM I. INVOCATION:**

The invocation was given by Councilmember Steve Highfield.

**ITEM II. RECOGNIZE EMPLOYEE OF THE MONTH:**

There was no Employee of the Month.

**ITEM III. RECOGNIZE VISITORS:**

Mayor Tony Wofford recognized the following visitors:

Bill Crist, Snyder Daily News; Richard Reed, Southern Electric; Bill Lavers, Development Corporation of Snyder; Jim Clements, Oncor; Larry Crooks, Scurry County Appraisal District; Keith Hackfeld, Hackfeld Real Estate; Marianne Randals, Scurry County Commissioner; Jim Carrillo, Half & Associates.

**ITEM IV. VISITORS/CITIZENS FORUM:**

No Discussion.

**ITEM V. MINUTES:**

1. Councilmember Steve Highfield made the motion to approve the minutes of the Regular Council Meeting, December 7, 2015.

The motion was seconded by Councilmember Steve Rich and passed with the following vote:

Ayes: All members present voted yes.

Noes: None.

2. Councilmember Steve Rich made the motion to approve the minutes of the Special Council Meeting, December 14, 2015.

The motion was seconded by Councilmember Rodney Dupree and passed with the following vote:

Ayes: All members present voted yes.

Noes:None.

**ITEM VI. BIDS:**

1. Councilmember Vernon Clay made the motion to award the bid for a construction contract contingent upon approval by the Texas Department of Agriculture for a performance statement modification on the City's water improvement Texas Capital Fund Grant No. 7214242 for Chemplex water line project to Starks Construction for \$400,282.

The motion was seconded by Councilmember Steve Rich and passed with the following vote:

Ayes: All members present voted yes.  
Noes: None.

2. Councilmember Steve Rich made the motion to approve the purchase of a Dump Truck for Dept. 25 & Dept. 75 from Austin Freightliner through Buy Board for \$194,376.

The motion was seconded by Councilmember Tom Strayhorn and passed with the following vote:

Ayes: All members present voted yes.  
Noes: None.

3. Councilmember Steve Rich made the motion to approve the purchase of a Sanitation Truck for Dept. 30 from Austin Freightliner through Buy Board for \$186,676.

The motion was seconded by Councilmember Steve Highfield and passed with the following vote:

Ayes: All members present voted yes.  
Noes: None.

**ITEM VII. OLD BUSINESS**

1. Councilmember Steve Highfield made the motion to adopt on second reading Ordinance No. 2026 amending Ordinance No. 178 codified in Chapter 12, Section 12.02.002 of the Snyder Code of Ordinances regarding location of stop intersections and right-of-way intersections as captioned below:

**AN ORDINANCE AMENDING PART OF ORDINANCE NO. 178 CODIFIED IN CHAPTER 12, SECTION 12.02.002 OF THE SNYDER CODE OF ORDINANCES TO UPDATE THIS SECTION REGULATING THE DESIGNATION OF LOCATIONS OF STOP INTERSECTIONS AND YIELD RIGHT-OF-WAY INTERSECTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

The motion was seconded by Councilmember Steve Rich and passed with the following vote:

Ayes: All members present voted yes.  
Noes: None.

**ITEM VIII. NEW BUSINESS:**

1. Presentation by Halff & Associates regarding the Master Comprehensive Plan for the City of Snyder. – Jim Carillo with Halff & Associates presented the City Council with the Master Comprehensive Plan that should be ready for the public and the Council's final approval in March. He discussed four sections of the plan which showed what the plan includes and how it can be used, present information about Snyder, gathered information from survey responses received by Snyder residents, a vision statement, and ideas for

the future. The plan reflects a 20 year projected look into the future for Snyder that will include parks and recreation, housing redevelopment zones, downtown redevelopment, and infrastructure.

2. Discussion regarding Residential Tax Abatement Program. – Larry Crooks Chief Appraiser for Scurry County Appraisal District expressed some concern regarding the Tax Abatement Program. He stated the abatement program would require more work for the appraisal office and homeowners would have to apply for the abatement each year due to state law. Also, as the number of abatements increase the Appraisal District may be required to purchase new software which would come as an expense to the City.
3. Councilmember Rodney Dupree made the motion to approve Resolution R160104A regarding a Residential Tax Abatement Program as captioned below:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS, DECLARING THE CITY OF SNYDER'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RESIDENTIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/ REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; ESTABLISHING GUIDELINES AND CRITERIA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

The motion was seconded Councilmember Steve Rich and passed with the following vote:

Ayes: All members present voted yes.

Noes: None.

The Resolution will be changed to reflect City Council changes allowing the abatement to be transferrable one time and stating the structure must be placed on a permanent foundation.

4. Councilmember Rodney Dupree made the motion to approve Resolution R160104B regarding a Home Improvement Incentive Program as captioned below:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS APPROVING ADDITIONS TO THE CITY OF SNYDER'S CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM POLICIES AND PROCEDURES RELATIVE TO AUTHORIZING AND IMPLEMENTING THE SNYDER HOME IMPROVEMENT INCENTIVE PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

The motion was seconded by Councilmember Steve Rich and passed with the following vote:

Ayes: All members present voted yes.

Noes: None.

5. Discussion regarding Firearms. – City Attorney Bryan Guymon discussed several opinions from the Attorney General's office regarding firearms. Bryan Guymon stated it is still unclear where firearms are and are not allowed when it comes to courtrooms and court offices since the passing of the open carry law. The City Council will make a determination regarding firearms in City Hall when more information is provided from the Attorney General's office.

**ITEM IX. EXECUTIVE SESSION: Time – 7:25 p.m.**

Council may act in Open Session on the following item:

1. Deliberation regarding real property. (Section 551.072 Texas Government Code.)

**ITEM X. RECONVENE IN OPEN SESSION: Time – 7:57 p.m.**

1. Councilmember Luann Burleson made the motion to have an engineering study conducted on the City Hall building.

The motion was seconded by Councilmember Steve Rich and passed with the following vote:

Ayes: All members present voted yes.

Noes: None.

**ITEM XI. EXECUTIVE SESSION: Time – 7:59 p.m.**

Council may act in Open Session on the following item:

1. Personnel Matters. (Section 551.074 Texas Government Code.) Evaluation of City Manager.

**ITEM XII. RECONVENE IN OPEN SESSION: Time – 9:38 p.m.**

1. No action taken regarding Evaluation of City Manager.

**ITEM XIII. INFORMATION:**

1. Monthly personnel report.
2. Goals for City Manager for 2015-2016.
3. Election schedule. *Horario de eleccion.*
4. Election Day is May 7, 2016

*Dia de Eleccion es el 7 de Mayo de 2016*

5. Next Regular Council Meeting is February 1, 5:30 p.m.; Building Standards Commission Meeting is February 1, 4:30 p.m.

**ITEM XIV. ADJOURNMENT:**

1. Councilmember Rodney Dupree made the motion to adjourn.

The motion was seconded by Councilmember Steve Highfield and passed with the following vote:

Ayes: All members present voted yes.

Noes: None.

The meeting was adjourned at 9:42 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

Approved: February 1, 2016.

Minutes for the Snyder Building Standards Commission Meeting  
January 4, 2016

Members attending: Luann Burleson, Tom Strayhorn, Steve Highfield, Steve Rich, Vernon Clay, and Rodney Dupree

Also in attendance: Attorney Bryan Guymon, Mayor Tony Wofford, and City Manager Merle Taylor

Chairperson Steve Rich called the meeting to order at 4:33 p.m.

ITEM I. PUBLIC HEARING: Substandard building located at 1003 31<sup>st</sup> Street.

1. Open. Time: 4:33 p.m.
2. Discussion: City Inspector Dan Hicks provided the commission with a report on the condition of the property and suggested the property be declared a nuisance and demolished. The property has structural damage with the southeast corner and south side of the property coming apart. Also, all blocks located under the property are sinking. The property owner does have a volunteer who is willing to tear down the structure and the City has agreed to waive all landfill fees associated with the demolition.

3. Close. Time: 4:39 p.m.

4. Rodney Dupree made the motion to declare the substandard building located at 1003 31<sup>st</sup> Street a nuisance.

The motion was seconded by Steve Highfield.

Committee Members voting for the motion: Vernon Clay, Rodney Dupree, Steve Rich, Tony Wofford, Steve Highfield, Tom Strayhorn, and Luann Burleson.

5. Rodney Dupree made the motion to approve Order No. 160104A allowing the property owner 60 days to remedy the nuisance, if not the City will take action to demolish the structure.

The motion was seconded by Steve Highfield.

Committee Members voting for the motion: Vernon Clay, Rodney Dupree, Steve Rich, Tony Wofford, Steve Highfield, Tom Strayhorn, and Luann Burleson.

ITEM II. PUBLIC HEARING: Substandard building located at 320 28<sup>th</sup> Street.

1. Open. Time: 4:46 p.m.
2. Discussion: City Inspector Dan Hicks provided the commission with a report on the condition of the property and suggested the property be declared a nuisance and demolished. The property is completely deteriorated including structural hazards, water damage, roof damage, and the property is not secure from unauthorized entry. The property owners have made no effort to contact the City and the taxes have not been paid since 2004.

3. Close. Time: 4:52 p.m.

4. Steve Highfield made the motion to declare the substandard building located at 320 28<sup>th</sup> Street a nuisance.

The motion was seconded by Rodney Dupree.

Committee Members voting for the motion: Rodney Dupree, Steve Rich, Tony Wofford, Steve Highfield, Tom Strayhorn, and Luann Burleson.

Committee Members voting against the motion: Vernon Clay.

5. Steve Highfield made the motion to approve Order No. 160104B allowing the property owner 30 days to remedy the nuisance, if not the City will take action to demolish the structure.

The motion was seconded by Rodney Dupree.

Committee Members voting for the motion: Rodney Dupree, Steve Rich, Tony Wofford, Steve Highfield, Tom Strayhorn, and Luann Burleson.

Committee Members voting against the motion: Vernon Clay.

ITEM III. PUBLIC HEARING: Substandard building located at 1901 19<sup>th</sup> Street.

1. Open. Time: 4:54 p.m.
2. Discussion: City Inspector Dan Hicks provided the commission with a report on the condition of the property and suggested the property be declared a nuisance and demolished. The property is not built to code and is completely gutted on the inside. The property is not secure from unauthorized entry and the entire structure would have to be remodeled. If the property were to be demolished no other residential structure could be built as it is located in a commercial zone.
3. Close. Time: 5:11 p.m.
4. Tony Wofford made the motion to table declaring the substandard building located at 1901 9<sup>th</sup> Street a nuisance. The Commission gave Committee Member Vernon Clay 30 days to contact owners in regards to selling or donating the property.

The motion was seconded by Rodney Dupree.

Committee Members voting for the motion: Vernon Clay, Rodney Dupree, Steve Rich, Tony Wofford, Steve Highfield, Tom Strayhorn, and Luann Burleson.

5. Consider and act on approval of Order No. 160104C.

No action was taken by the committee.

ITEM IV. ADJOURNMENT:

1. Rodney Dupree made the motion to adjourn.

The motion was seconded by Vernon Clay.

All members present voted yes.

The meeting was adjourned at 5:15 p.m.

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Chairperson

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Secretary

## **MEMORANDUM**

**TO: Merle Taylor, City Manager, City Council**

**FROM: Vick Chambers, Zoning Administrator**

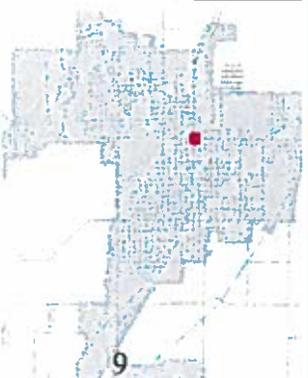
**DATE: January 27, 2016**

**RE: Liquidation of City acquired real estate. Tract 1**

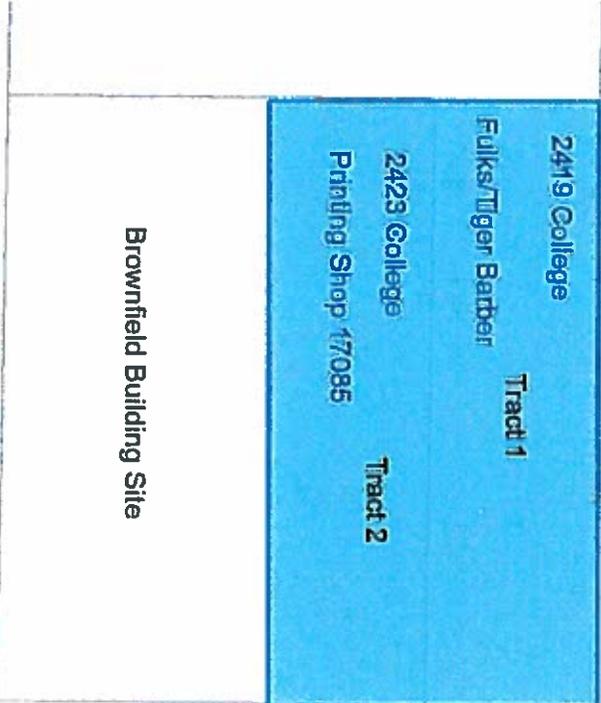
**During the process of the abatement of public nuisance and dangerous buildings, we have acquired three tracts of land that would better serve the public welfare if they were placed back on the tax roll. We would like to request the City Council initiate the procedures to liquidate these tracts.**

**Tract 1: 2423 College Ave. property I.D. 17085 (“the abandoned print shop property”) This property is approximately 25’ frontage by 90’ depth, 2250 sq feet in area. The property is zoned C-2 Commercial. Land Value (Compared) \$ 2,250 demolition and related expenses \$ 15,030.**

# Location Map Tract 1 and 2



Cathey Bldg (Focus Nails)



COLLEGE AVE

**Legend**  
 Parcel

25th Street

1:409



0.0 0 0.01 0.0 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

**JACOB & MARTIN, LTD.**  
CONSULTING ENGINEERS

## **MEMORANDUM**

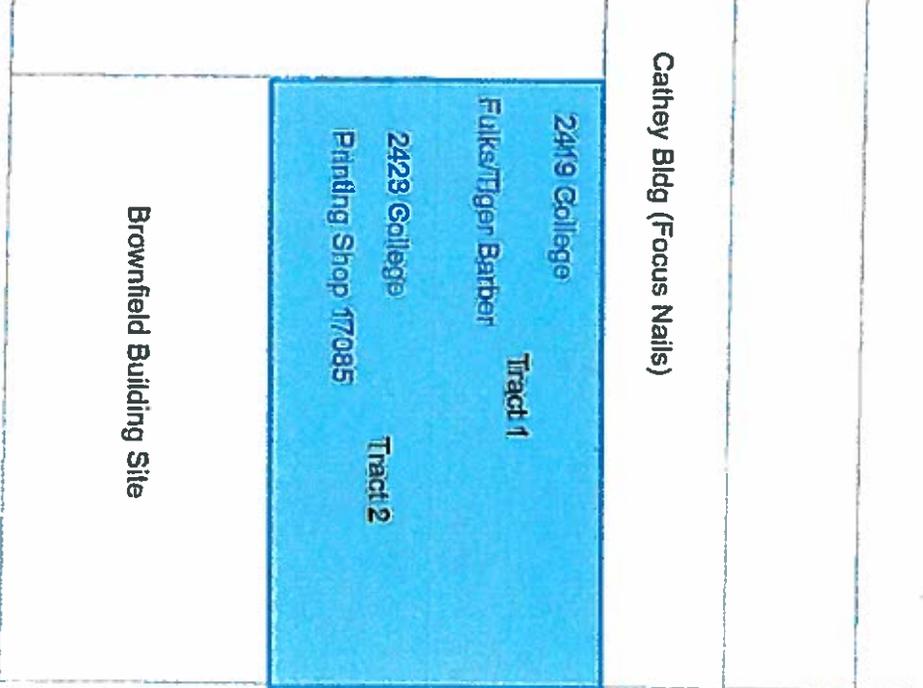
**TO: Merle Taylor, City Manager, City Council**  
**FROM: Vick Chambers, Zoning Administrator**  
**DATE: January 27, 2016**

**RE: Liquidation of City acquired real estate. Tract 2**

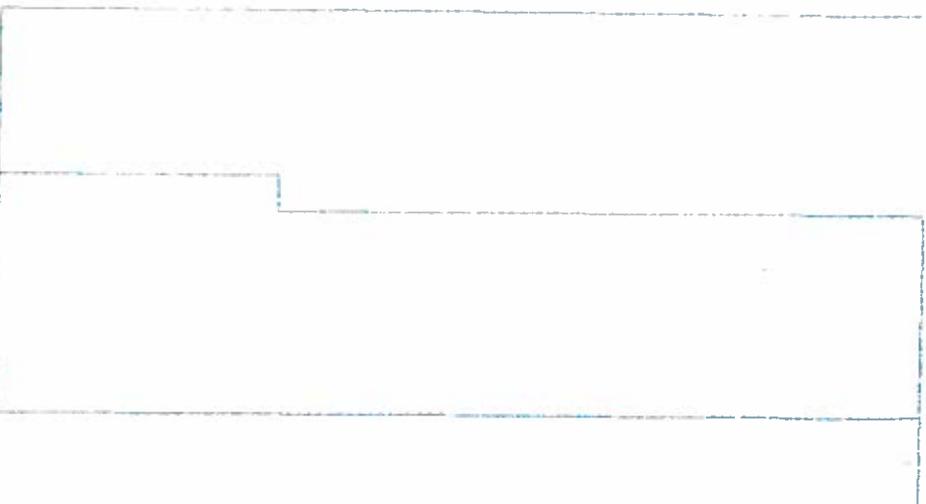
**During the process of the abatement of public nuisance and dangerous buildings, we have acquired three tracts of land that would better serve the public welfare if they were placed back on the tax roll. We would like to request the City Council initiate the procedures to liquidate these tracts.**

**Tract 2: 2419 College Ave. property I.D. 17084 (C. Fulks / Tiger Barbershop) This property is also 25' frontage by 90' depth, 2250 sq. feet in area. The property is zoned C-2 Commercial. Land Value (Compared) \$ 2,250, demolition and related expenses \$ 43,300**

# Location Map Tract 1 and 2



COLLEGE AVE



Legend  
 Parcel

1:409



25th Street

0.0 0 0.01 0.0 Miles

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 **JACOB & MARTIN, LTD.**  
CONSULTING ENGINEERS

## **MEMORANDUM**

**TO: Merle Taylor, City Manager, City Council**

**FROM: Vick Chambers, Zoning Administrator**

**DATE: January 27, 2016**

**RE: Liquidation of City acquired real estate. Tract 3**

**During the process of the abatement of public nuisance and dangerous buildings, we have acquired three tracts of land that would better serve the public welfare if they were placed back on the tax roll. We would like to request the City Council initiate the procedures to liquidate these tracts.**

**Tract 3: 2103 Ave. O, property I.D. 15172, Lot 1 and 2, Amador Addition. This property has 75' of frontage along 21<sup>st</sup> Street and 150' of frontage on Ave. O. 11,250 sq feet in area. This property is zoned R-3 General Residential. Land Value \$ 2,250 Demolition and related expenses \$ 3,024.**

# Location Map Tract 3



**Legend**  
 Parcel

1 : 1,634



0.1 0 0.03 0.1 Miles

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THE STATE OF TEXAS §

COUNTY OF SCURRY §

This agreement made this the 1<sup>st</sup> day of February, 2016, by and between the City of Snyder, Texas, a municipal corporation of Scurry County, Texas, and the Snyder Chamber of Commerce.

I

The City of Snyder, Texas, by authority of powers granted to it under the state statutes and its home-rule charter, has heretofore enacted a local hotel occupancy tax on occupants of hotels, motels and bed and breakfast establishments within the extraterritorial jurisdiction of the City of Snyder.

II

a). As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City of Snyder hereby agrees to pay quarterly to the Chamber of Commerce One Hundred percent (100%) of the occupancy tax actually received by the City from the local hotel occupancy tax (not including penalty and interest) as collected by the City of Snyder during each year of this contract, in consideration for the Chamber of Commerce advertising and promoting tourism for the visitor market from which the City of Snyder derives direct tourist income benefit. Such payment shall be made 75 days following the end of the preceding quarter, with the first such payment being made on or before June 14, 2016, calculated on the quarter ending March 31, 2016 and a like payment being made 75 days after the end of each quarter thereafter. Quarter ending dates are: March 31, June 30, September 30, and December 31.

b). The Chamber of Commerce agrees that any local hotel occupancy tax funds paid to it by the City of Snyder shall be used in compliance with and according to uses and limitations specified in Texas Tax Code 351.101.

c) The Chamber of Commerce agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City of Snyder by publishing and distributing brochures and community information packets, by advertising in various tourist's publications and general media publications which are appropriate, by representing the City of Snyder at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City of Snyder, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City of Snyder.

d) The Chamber of Commerce further agrees that it will seek to achieve economic benefit for the City of Snyder through all of such activities, that it will provide tourist-related information about the City of Snyder upon request, and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

III

It is expressly understood and agreed by and between the parties that the Chamber of Commerce is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Snyder.

IV

The Chamber of Commerce shall secure sufficient numbers of employees to accomplish this Agreement. The Chamber of Commerce shall provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement.

## V

a) The Chamber of Commerce shall provide to the City of Snyder each year, prior to obtaining any local hotel occupancy tax funds, a proposed line item budget for the upcoming year, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. The Chamber of Commerce shall not transfer funds from one line item to another within the budget until the Chamber shall have given written notice to the City of Snyder for a period of more than 35 days. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Chamber of Commerce with respect to expenditure of revenue provided.

b) Thereafter, the Chamber of Commerce shall provide to the City Council periodic reports, at least quarterly, on the activities that are conducted to the benefit the City of Snyder, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. It is further agreed by the Chamber of Commerce that it shall maintain said revenue in two separate accounts established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account. One account shall be used for the purposes stated in Section V (d) of this agreement and one account shall be used for the purposes stated in Section V (e) of this agreement. All accounting records shall be prepared in compliance with the standard accounting procedures used by the City of Snyder and coordinated through the City.

c) All expenditures by the Chamber of hotel/motel tax revenue must be properly documented by voucher statement or other written description, and said expenditure must relate to the promotion of tourism and convention or other purposes authorized by state law. The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review.

d) It is understood and agreed by and between the parties that fifty percent (50%) of the hotel occupancy tax funds actually provided by this agreement to the Chamber of Commerce may be expended by the Chamber of Commerce for day to day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the promotion of tourism. The portion of the total administrative costs for which hotel occupancy tax revenues are expended may not exceed the actual administrative costs for these activities.

e) It is further understood and agreed by and between the parties that the remaining funds provided to the Chamber of Commerce under this agreement will be used to fund and promote local events that, in the discretion of the Chamber of Commerce, promote tourism and the convention and hotel industry at the local level. It is also understood and agreed that said funds will be used in strict accordance with Section 351.101 of the Texas Tax Code. The Chamber of Commerce will have the sole responsibility for screening applications to provide funding for said purposes and sole responsibility in determining which applications should be granted and the amount of funds allotted to each approved application within the guidelines set out above. Funds managed by the Chamber of Commerce to fund and promote local events, if not expended during the calendar year may be retained by the Chamber of Commerce, but such funds may only be used in subsequent years for the same purpose originally received, that is, to fund and promote local events. All such funds and any interest thereon, if any, not used or such purposes at the expiration or termination of this contract shall be returned to the City of Snyder for such usage.

## VI

This Agreement shall be effective as of the 1<sup>st</sup> day of February, 2016, and shall continue in force for a period of two years. The City Council shall review the Agreement annually prior to City's budget adoption. At the end of the two year term set out above, this Agreement shall be automatically renewed annually on the anniversary date of said Agreement. Said renewal is contingent upon the Chamber of Commerce presenting its proposed budget to the City prior to the anniversary date of this agreement and upon approval of same by the City as provided in section V, Supra. Annual renewals shall continue until such time as this agreement is terminated by either or both parties in accordance with the procedures set out below.

However, either the City or the Chamber of Commerce shall, upon affording proper written notice in the manner herein below provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice.

VII

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City of Snyder, City Hall, P.O. Drawer 1341, Snyder, Texas 79550, or to the Snyder Chamber of Commerce, P.O. Box 840, Snyder, Texas 79550.

VIII

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

IX

This Agreement shall be subject to the laws and statutes of the State of Texas.

X

The City of Snyder shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Chamber of Commerce and the Chamber covenants and agrees that:

The Chamber of Commerce shall be solely responsible, as between the Chamber of Commerce and the City of Snyder and the agents, officers and employees of the City of Snyder, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Chamber of Commerce or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Chamber of Commerce pursuant to this agreement.

XI

The City Secretary shall remit quarterly to the Chamber of Commerce an amount equal to One Hundred percent (100%) of the local hotel occupancy tax receipts that are collected for the preceding quarter by the City of Snyder, for as long as this contract is in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

XII

Parties hereto mutually agree that the meetings of the Chamber of Commerce, in regard to proposed expenditures of the revenues herein, shall be subject to the Open Meetings Act and such meetings may be closed only in accordance with such Action.

CITY OF SNYDER, TEXAS

SNYDER CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Mayor, City of Snyder

By: \_\_\_\_\_  
Executive Director, Snyder Chamber of Commerce

ATTEST:

\_\_\_\_\_  
City Secretary

## FULL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** SNYDER FIRE DEPT.  
**Reporting Date:** 01/08/2016  
**TCOLE Agency Number:** 415301  
**Chief Administrator:** BRADLEY R. BAWCUM  
**Agency Contact Information:** Phone: (325) 573-6215  
Mailing Address:  
SNYDER FIRE DEPT.  
P. O. DRAWER 1341  
SNYDER, TX 795491341

### Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.**

Executed by: BRADLEY R. BAWCUM

Chief Administrator

SNYDER FIRE DEPT.

Date: 01/08/2016

Submitted electronically to the



## The Texas Commission on Law Enforcement

**RESOLUTION R160201A**

**RESOLUTION OF THE CITY OF SNYDER AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ACT ON BEHALF OF THE CITY OF SNYDER IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF SNYDER WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.**

**WHEREAS**, the West Central Texas Council of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the WCTCOG's adopted regional solid waste management plan; and

**WHEREAS**, the City of Snyder in the State of Texas is qualified to apply for grant funds under the Request for Applications.

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

1. That the Public Works Director is authorized to request grant funding under the West Central Texas Council of Governments Request for Applications of the Regional Solid Waste Grants Program and act on behalf of City of Snyder in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, the City of Snyder will comply with the grant requirements of the West Central Texas Council of Governments, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

**PASSED AND APPROVED** by the City Council of the City of Snyder, Texas on this the 1<sup>st</sup> day of February, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

**RESOLUTION R160201B**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING MAYOR, OR CITY MANAGER, OR TCAP EXECUTIVE DIRECTOR TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP.**

1.       **WHEREAS**, the City of Snyder, Texas (City) is a member of Texas Coalition For Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation dedicated to securing electric power for its more than 170 members in the competitive retail market; and

2.       **WHEREAS**, TCAP has unique rights under Texas law to negotiate directly in the wholesale market and arrange separate contracts for power supply and retail services which provides TCAP leverage to achieve contract provisions that single city negotiations with a Retail Electric Provider (REP) would be unlikely to produce; and

3.       **WHEREAS**, TCAP's geographic diversity across all four ERCOT zones produces an aggregated peak load that is lower than the total of individual peak loads of the individual TCAP members, allowing price benefits in the wholesale market that are not likely to be available to any given TCAP member alone; and

4.       **WHEREAS**, TCAP and its predecessor organizations, Cities Aggregation Power Project, Inc. (CAPP) and South Texas Aggregation Project, Inc. (STAP), negotiated favorable contract terms that resulted in rebates from the wholesale supplier and reasonable commodity prices for delivered electricity since 2002 resulting in stable budgets for electricity for members; and

5.       **WHEREAS**, commodity prices for electricity experienced significant volatility between 2002 and 2009, with prices ranging from 4 cents to over 13 cents per kWh, causing CAPP and STAP members to welcome a five year contractual commitment that came close to cutting the 2008 prices in half, with that contract being extended until December 31, 2017, with a negotiated price reduction of about 1 cent per kWh; and

6. **WHEREAS**, TCAP has become a forceful voice for consumer protections and market reform to benefit the public and well as cities and other political subdivisions; and

7. **WHEREAS**, TCAP is owned by its members and distributes monetary and other resources according to relative load size of members and is controlled by a 15 member Board of Directors, all of whom must be city employees of members who represent diversity in size and geography; and

8. **WHEREAS**, wholesale power prices within the deregulated Texas market are largely determined by the NYMEX gas futures prices for natural gas which are currently low and relatively stable, but which change daily; and

9. **WHEREAS**, daily price changes require retail customers to execute a contract immediately upon receipt of a favorable offer; and

10. **WHEREAS**, pursuant to Texas Local Government Code Section 252.022(a) (15) expenditures for electricity are exempt from competitive bidding requirements; and

11. **WHEREAS**, on any given day, TCAP is able to capture a favorable wholesale price for any period of time, comparable to or better than any given REP or broker; and

12. **WHEREAS**, TCAP intends to continue to contract with its current wholesale supplier, NextEra, because the relationship with NextEra is such that NextEra is willing, after it knows the size of a given load, to execute a contract at or below prescribed price and terms; and

13. **WHEREAS**, the City desires to execute a contract for electricity for the period beyond the expiration of its current contract on December 31, 2017, that locks-in favorable wholesale prices under one of three different supply options:

Option 1 - fixed-price, full-requirements at a price not to exceed 4.1 cents per kWh for the North and West zones or 4.25 cents per kWh for the South and Houston zones;

Option 2 - fixed price for on-peak hours and variable spot market prices for off-peak hours;

Option 3 - block energy at a fixed price to cover the base load hours, a fixed price for solar energy to cover mid-day peak hours (approximately 10% of total load) and variable spot market prices for all remaining consumption; and

14. **WHEREAS**, TCAP will allow members six weeks from receipt of this resolution to consider whether to participate in this second opportunity to contract for post-2017 electrical supply, and thereafter allow

NextEra until June 30, 2016 to contact for power for five years at a price not to exceed 4.1 cents per kWh in the North and West zones and a price not to exceed 4.25 cents per kWh in the South and Houston zones for Option 1 , so long as the aggregated load for any of the three supply options reaches at least 50 megawatts; and

15. WHEREAS, wholesale suppliers demand assurance that TCAP will pay for all contracted load; and

16. WHEREAS, the City needs to assure TCAP that it will sign a Commercial Electric Supply Agreement (CESA) reflecting the contract extension and budget for energy purchases for the post-2017 period and honor its commitment to purchase power for its electrical needs for 2018 through 2022 through TCAP,

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

Section 1:

That the TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City's electricity needs as a member of TCAP for the period 2018 through 2022 at a price not to exceed 4.1 cents per kWh for the North and West zones and a price not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1;

Section 2:

The City prefers to participate in supply Option \_\_\_\_ with the following understanding: a) while supply Option 1 is a full-requirements, fixed-price option, Options 2 (fixed price on-peak, variable spot prices for off-peak usage) and 3 (fixed price for base load, fixed price for a portion of peak load, and variable spot market for remainder) have variable price components and savings over Option 1 cannot be guaranteed, and b) if there is insufficient desire among members to achieve a 50 MW threshold for either Option 2 or 3, the member selecting the inadequately subscribed option will be placed in the Option 1 category. If no option is selected, TCAP will assume that a passed Resolution approves of Option 1.

Section 3:

Assuming this resolution is passed before February 25, 2016 and the combined load of TCAP members passing this resolution exceeds 50 megawatts for the preferred Option and NextEra is able to provide TCAP an opportunity prior to June 30, 2016 to contract for power to be delivered to members at a price not to exceed 4.1 cents per kWh for the North and West zones and not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1 for the period January 1, 2018 through December 31, 2022, any one of the following individuals is hereby authorized to sign an electric supply agreement for the City within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors: Mayor or City Manager or TCAP Executive Director.

Section 4:

That the City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

Section 5:

That a copy of this resolution shall be sent to Jay Doegey, Executive Director, TCAP, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001 and Geoffrey M. Gay, legal counsel to TCAP at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**PASSED AND APPROVED** by the City Council of the City of Snyder, Texas on this the 1<sup>st</sup> day of February, 2016 by a vote of \_\_\_ ayes and \_\_\_ nays.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
TCAP Executive Director

ATTEST:

\_\_\_\_\_  
City Secretary

## **Model Staff Report to Support Resolution Authorizing TCAP to Procure Electricity for 2018-2022**

This resolution is designed to support the second of several opportunities for TCAP members to contract for electricity for the post-2017 time period. If interested in contracting for a five-year term (2018-2022) during 2016, the authorizing resolution must be passed by the governing body of the interested TCAP member by February 25, 2016. The deadline will allow definition of the load to be served under each of three different electric supply options, which must be at least a minimum of 50 megawatts. Also, the deadline will give the wholesale provider ample opportunity to lock a fixed-price, equal to or less than a specific benchmark for each ERCOT zone, before June 30, 2016. When that supply scenario is locked, each member that passed the authorizing resolution must immediately sign a contract for that power. Please Note: The draft resolution is in Word and blanks must be filled in to identify the member, the preferred supply option and several individuals by name or position who will sign the contract when the appropriate price point is reached.

### **Explanation of Whereas Clauses:**

#### **What is TCAP?**

As reflected in the fourth and seventh Whereas clauses, TCAP is a non-profit, political subdivision corporation, owned and controlled by its 171 political subdivision members, the vast majority of whom are cities. TCAP was formed in 2011 from the merger of Cities Aggregation Power Project (“CAPP”) and South Texas Aggregation Project (“STAP”), both of which were created in 2001, shortly before retail deregulation became effective on January 1, 2002. TCAP is governed by a 15 member board of directors, all of whom must be city employees or elected city officials. Typically, board members have been mayors, city managers, assistant city managers, finance directors or city attorneys.

#### **Market Benefits of TCAP**

An individual city, citizen or commercial customer can only purchase power directly from a Retail Electric Provider (“REP”) which under Texas law exists to give the impression of a competitive market. REPs cannot generate electricity, nor can they own wires. REPs are unnecessary middlemen between the wholesale and retail markets. As reflected in the second and fourth Whereas clauses, TCAP, as a political subdivision corporation, uniquely can go directly to the wholesale market. CAPP and STAP, prior to their merger into TCAP, separated contracts between a wholesale supplier and an independent REP, providing TCAP consultants with greater insight into the margins of various market participants than would be possible for most consumers. A broker or a REP would hand a form contract to an individual consumer. In the case of TCAP, no form contract is acceptable and, because of the size of TCAP’s load, both wholesale suppliers and REPs are willing to negotiate contract terms that are beneficial to TCAP members, enabling the refunds members have consistently received, special terms for adds and deletes, including an ability to add new loads at current market prices even if the market price is lower than the price of the master agreement.

## **TCAP's benefits regarding pricing**

TCAP's membership consumes approximately 1.4 billion kWh annually which amounts to approximately \$100 million in revenue for the wholesale provider at current contract prices. The value of the aggregated load is extremely appealing to wholesale market participants, enabling TCAP to get the market competitive pricing at any particular moment. As reflected in the third Whereas clause, in addition to the size of its load, TCAP derives benefit from geographic diversity. TCAP members reside in all four ERCOT zones and are spread between the entire length and breadth of Texas, from Wichita Falls to Harlingen and Fort Stockton to Palestine. Since consumption is influenced by weather and since weather conditions are seldom the same across all of Texas, it is unlikely that all TCAP members are reaching peak consumption simultaneously. If the peaks of all TCAP members were totaled, the sum would equal 313.1 MW. But a wholesale supplier looks at the peak consumption of TCAP as an aggregated load rather than the sum of the peaks of all members. TCAP's peak demand is 246.9 MW. That reduction in peak is a specific and unique benefit of aggregation. And unlike other aggregation groups that accept counties and school districts as members, TCAP has focused its membership on cities and other political subdivisions that have a relationship with cities to maintain the very favorable load factor of cities with high off peak consumption from street lights which provides favorable pricing terms.

## **History of CAPP, STAP, TCAP pricing**

As reflected in the fifth and eighth Whereas clauses, aggregated cities have historically been interested in flat, fixed-price, full-requirements contracts and price stability. The resolution under consideration maintains that goal for a five-year period at a price much lower than the current contract price. In 2002, CAPP and STAP were able to obtain prices for energy at 4 cents per kWh. Very quickly after retail deregulation was implemented, natural gas prices started to rise, and they continued on an upward trend until late 2008. In late 2008, CAPP cities were paying approximately 13.5 cents per kWh. Fear that natural gas price volatility would continue to result in high electricity rates, CAPP cities were excited to lock-in long term rates beginning in 2009 that were significantly lower than prices experienced in the 2007-2008 time frame. STAP cities experienced their highest rate in 2006 at slightly more than 9 cents per kWh. STAP cities saw prices drop to around 7.8 cents per kWh in 2008 and were happy to find a contract that would stabilize prices in the 7 to 8 cent range for an extended period. When CAPP and STAP members signed new contracts in late 2008, no one could have predicted that the economy was about to enter a multi-year recession and that fracking would bring a glut of natural gas to a market with reduced demand, putting natural gas and electricity prices into a downward trend. Fortunately, gas prices have continued to drop and now TCAP members have an opportunity to again capture rates in the range of, and hopefully below, 4 cents per kWh.

## **Contract Requirements**

As explained in the tenth Whereas clause, there is no legal requirement that a city engage in a competitive bidding process prior to contracting for electricity. The primary expectation of contracting for wholesale energy in a deregulated energy market is that a purchaser sign a contract accepting a particular offered price within 24 hours of receipt of the offer. NYMEX gas futures prices change daily, and since gas prices drive electricity prices, it is unlikely that any

given price quote for wholesale electricity during a given period will remain open for more than a day. As explained in the ninth Whereas clause, TCAP members are expected to immediately execute a contract once TCAP's supplier is able to lock in a price at or below the benchmark prices specified in the resolutions for a five-year period commencing January 1, 2018. That is why Section 2 of the resolution requires the naming of specific individuals with whom TCAP can correspond and provide a contract for signing when appropriate.

### **Resolution's Objective**

As explained in the eleventh thru fourteenth Whereas clauses, after the size of the load for the 2015 contract opportunity is defined by February 25, 2016, TCAP's supplier will look for an opportunity to lock prices for the five-year term at or below specified benchmarks (4.1 – 4.25 cents per kWh). That may happen by the second week of March, but if it appears that prices are trending downward, TCAP will direct its designated supplier, NextEra, to daily monitor the market to hopefully capture a price under lower than benchmarked prices. The window of opportunity for capturing a reasonable price at or below the benchmarks will expire by June 30, 2016. TCAP will develop another supply opportunity in the Fall of 2016 for any members not contracting in this offering.

### **TCAP benefits to the consuming public**

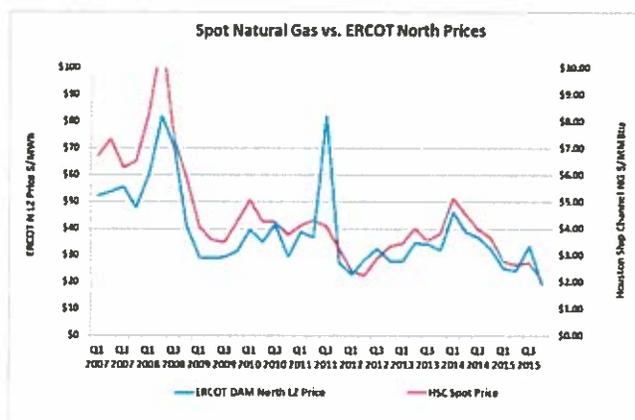
Whereas clause six references TCAP becoming a forceful voice for consumer protections and market reform to benefit the public as well as political subdivisions. When CAPP and STAP merged in 2011, one of the guiding principles established in meetings with members and through subsequent board priority-setting meetings was that TCAP should advocate for reforms in the market that would enhance competition and benefit the general public. TCAP has become the closest thing to a consumer advocate that exists in the deregulated marketplace on both the wholesale and retail sides of the business. TCAP membership not only provides political subdivisions with resources to monitor markets, capture reasonable prices and best available terms, stabilize budgets, address problems with invoices and help with governmental reports, provide best of class portals to understand consumption patterns, membership also affords an opportunity to represent to constituents that they have an advocate on their behalf.

### **CHOICE OF SUPPLY OPTION**

Whereas Clause 13 identifies three different supply options that TCAP has arranged as choices for each member. Option 1 is a fixed price for all consumption regardless of time of day. The price will not exceed 4.1 cents per kWh in the North and West ERCOT zones. It will not exceed 4.25 cents per kWh in the Houston and South zones. The actual price is likely to be less than the benchmark prices. The prices will become effective January 1, 2018. Given that these prices are to be locked in 2016 and will not expire until December 31, 2022, they are reflective of the lowest prices for electricity experienced since the retail market was deregulated January 1, 2002. Generally speaking, there ought to be an expectation that the price of energy will climb marginally for each year of the contract term beyond two years. The possibility of locking-in energy prices at or below 4 cents per kWh for a period that terminates in seven years is truly remarkable based upon the history of deregulation.

In the Spring of 2015, TCAP consultants received indicative fixed-prices around 4.5 cents per kWh. They then developed two supply options to the fixed price full requirements contract that offered attractive savings opportunities. Both Options 2 and 3 have variable components related to the energy spot market. While the average spot price in the past three years has been \$32.14/Mwh (2013), \$38.50/Mwh (2014), \$25.53/Mwh (2015), respectively, it is important to note that spot market prices can change every 15 minutes, therefore it is impossible to provide members a precise price for Options 2 and 3. While they provide an opportunity for savings off of the benchmarked prices for Option 1, savings cannot be guaranteed, and thus Option 2 and 3 involve risk to that does not exist with Option 1. A TCAP member that is completely risk adverse should select Option 1.

Option 2 fixes a price for the peak usage period and then turns to the spot market for all off-peak usage. When TCAP was developing these products in 2014, there was a large enough gap between fixed price options and spot prices that this option looked very attractive. Now, with market prices at historic recent term lows, both spot prices and fixed prices have fallen and their price differential has shrunk to the point that future savings from the spot market may not be as great as the risk of future price increases. The following graph shows how low current spot market prices have gone.



Option 2 was developed with the anticipation that spot prices during the off peak period would be in the range of \$10/MWh to \$40/MWh (\$0.01-\$0.04/kWh) over time for spot purchases. Our latest quotes for fully fixed priced products (Option 1) includes off peak pricing fixed at under \$20/MWh. These low Option 1 fixed prices for off peak usage may make it harder for future off peak spot prices to create additional savings under Option 2 over time even though the customer will be incurring market price risk.

Option 3 begins with the purchase of a block of power to cover the base use of all members who commit to this option. Block power, since it is a firm commitment 24 hours a day, is the cheapest form of energy available in the wholesale market. Daytime peak consumption will be partly covered by a fixed price for solar power with all other consumption supplied by the spot market.

In considering Option 2, TCAP consultants would tell you that with current prices about a half cent less than the price that existed when Option 2 was conceptualized last Spring, it will be difficult for Option 2 to generate savings sufficient to justify its selection. Option 3 with its

majority reliance on the cheapest form of energy has a greater probability than Option 2 of producing savings over Option 1. But again, with such low Option 1 fixed priced products now available to TCAP members, and since there are no guarantees that Options 2 or 3, which utilize spot market pricing, will remain as attractive as they were even a few months ago.

### EXPLANATION OF “BE IT RESOLVED” SECTIONS

- Section 1.** Authorizes TCAP to submit the members load, along with the load of other authorizing members, to be aggregated into a pool by TCAP’s wholesale supplier for a contract commencing January 1, 2018 and terminating December 31, 2022 with the understanding that the fixed, full-requirements price under Option 1 must not exceed 4.1 cents per kWh in the North and West zones and must not exceed 4.25 cents in the Houston and South zones.
- Section 2.** Sets conditions precedent that the aggregated load exceed 50 MW, that the resolution be passed before February 25, 2016, and that NextEra has until June 3, 2016 to lock in a fixed price for the aggregated load that does not exceed benchmark prices. It also requires the designation of a specific individual, by name or title, who are authorized to sign a contract within 24 hours of submittal, assuming the conditions have been met.
- Section 3.** Consistent with the last two Whereas clauses, this section commits the member to budget for and approve funds necessary to pay for the member’s proportionate share of the aggregated load that TCAP commits to with NextEra. TCAP will contract with NextEra based upon representations of authorizing members, each of whom will be provided with a Commercial Electric Service Agreement (“CESA”) with GEXA, the current REP, that extends current retail service terms with the lower wholesale price arranged with NextEra for the 2018-2020 time period.
- Section 4.** In order for TCAP to be informed of the passage of the resolution so that the member’s load can be aggregated by NextEra, this section specifies that a copy of the resolution should be sent to TCAP’s Executive Director and General Counsel.



**SUMMARY OF TEX-POOL INVESTMENTS AND LOCAL CD'S WITH PROSPERITY BANK**

Fund	Year to Date	Year to Date	TOTAL	
	Investment	Interest Earned	December 2014	Investment
General	2,600,460.33	\$ 1,174.86	\$ 3,300,000	\$ 2,579,386.89
W&S	1,300,247.52	\$ 653.62	\$ 1,400,000	\$ 1,326,299.96
Sanitation	599,958.15	\$ 1,884.17	\$ 700,000	\$ 2,568,962.28
Landfill CIPC	1,958,931.94	\$ -	\$ 1,940,366	\$ -
Total	6,359,597.94	\$ 3,692.45	\$ 7,340,366	\$ 6,464,649.13

\* Percentage of change from Total Investments and Interest earned in December 2014 compared to December 2015  
 Cd's average interest rate in December 2014 was .30 compared to .28 this December

\* -13.36%

\* 21.50%

Mark Taylor  
 Investment Officer - City Manager

Patricia Warden  
 Investment Officer - Finance Director

Shai Green  
 Investment Officer

## ORDER OF ELECTION FOR THE CITY OF SNYDER

An election is hereby ordered to be held on May 7, 2016 for the purpose of:

Electing Councilmembers for single member Districts 1, 2, 3, and 4.

A run-off election, if necessary will be held on the second Saturday in June (11<sup>th</sup>), 2016.

Early voting by personal appearance will be conducted each weekday at:

College on the Square, 1806 26<sup>th</sup> Street, Snyder, Texas

between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 25, 2016 and ending on April 29, 2016, and between the hours of 7:00 a.m. and 7:00 p.m. on May 2, 2016 and ending on May 3, 2016.

Applications for ballot by mail shall be mailed to:

Shai Green  
P.O. Box 1341  
Snyder, TX 79550

Applications for ballot by mail must be received no later than the close of business on April 26, 2016.

Issued this the 1<sup>st</sup> day of February, 2016.

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Signature of Mayor on behalf of the entire  
City Council

## **ORDEN DE ELECCION PARA LA CIUDAD DE SNYDER, TEXAS**

Por lo presente, se ordena que se llevara a cabo una eleccion el 7 de Mayo de 2016 con el proposito de:

Elegir Concejales para Distrito de miembro 1, 2, 3, 4.

Eleccion secundaria, si es necesario, se llevara a cabo el segundo Sabado de Junio (Junio 11) de 2016.

La votacion adelantada en persona se llevara a cabo de lunes a viernes en

College on the Square, 1806 calle 26, Snyder, Texas

entre las 8:00 de la manana y las 5:00 de la tarde empezando el 25 de Abril de 2016 y terminando el 29 de Abril de 2016, y dentro de las horas de 7:00 de la manana y las 7:00 de la tarde comenzando el 2 de Mayo de 2016 y terminando el 3 de Mayo de 2016.

Las solicitudes para boletos que se votaran en ausencia por correo deberan enviarse a:

Shai Green  
P.O Box 1341  
Snyder, TX 79550

Las solicitudes para boletos que se votaran en ausencia por correo deberan recibirse para el fin de las horas de negocio el 26 de Abril de 2016.

Emitida este dia 1 de Febrero de 2016.

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Firma del Alcalde De Parte Del Concilio de  
La Ciudad

**NOTICE OF GENERAL ELECTION**  
**(AVISO DE ELECCION GENERAL)**

To the Registered Voters of the City of Snyder, Texas:

*(A los votantes registrados del Ciudad de Snyder, Texas):*

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 7, 2016, for voting in a General Election to elect Councilmembers for single member Districts 1, 2, 3, and 4.

*(Notifiquese, por las presente, que las casillas electorales sitados abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el 7 de Mayo de 2016 para votar en la Eleccion de General para Elegir Concejales para Distrito de miembro 1, 2, 3, 4.*

**LOCATION OF POLLING PLACE**  
**(DIRECCION DE LAS CASILLAS ELECTORALES)**

College on the Square, 1806 26<sup>th</sup> Street, Snyder, Texas  
*(College on the Square, 1806 por la calle 26, Snyder, Texas)*

Early voting by personal appearance will be conducted each weekday at  
*(La votacion adelantada en persona se llevara a cabo de lunes a viernes en)*

College on the Square, 1806 26<sup>th</sup> Street, Snyder, Texas  
*(College on the Square, 1806 por la calle 2, Snyder, Texas)*

between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 25, 2016 and ending on April 29, 2016,  
between the hours of 7:00 a.m. and 7:00 p.m. on May 2, 2016 and ending on May 3, 2016.

*entre las 8:00 de la mañana y las 5:00 de la tarde empezando el 25 de Abril de 2016 y terminando el 29 de Abril de 2016, y dentro de las horas de 7:00 de la mañana y las 7:00 de la tarde comenzando el 2 de Mayo de 2016 y terminando el 3 de Mayo de 2016.*

Applications for ballot by mail shall be mailed to:  
*(Las solicitudes para boletas que se votaran en aiseancoa por correo deberan enviarse a:)*

Shai Green  
P.O Box 1341  
Snyder, TX 79550

Applications for ballot by mail must be received no later than the close of business on April 26, 2016.  
*Las solicitudes para boletas que se votaran en ausencia por correo deberan recibirse para el fin de las horas de negocio el 26 de Abril de 2016.*

Issued this the 1<sup>st</sup> day of February, 2016.  
*Emitida este dia 1 de Febrero de 2016.*

\_\_\_\_\_  
Signature of Mayor on behalf of the entire City Council.  
*Firma del Alcalde De Parte Del Concilio de la Ciudad.*

## MAY 07, 2016 GENERAL ELECTION

Post notice not later than 30 <sup>th</sup> day before first day to file where applications can be received with dates for filing	December 14, 2015 <b>(Last day to post December 21, 2015)</b> <b>Post on boards and web</b>
Candidate Packets Available	January 04, 2016
First Day to file for Place on Ballot	January 20, 2016
Last Day to file for place on Ballot	February 19, 2016
Last Day to order General Election	February 19, 2016 <b>(CC Meeting on February 1, 2016)</b>
First Day to Accept Application for Ballot by Mail	March 08, 2016
Last Day to Register to Vote	April 07, 2016
First Day of Early Voting by personal appearance	April 25, 2016
Last Day to Apply for Ballot by Mail <b>(Received not postmarked)</b>	April 22, 2016 <b>(Delivery In Person)</b> April 26, 2016 <b>(Noon)</b>
Last Day of Early Voting by personal appearance	May 03, 2016
Election Day	May 07, 2016
Canvass Election <b>(3<sup>rd</sup> to 11<sup>th</sup> day)</b> Issue Certificates of Election	May 10, 2016 <b>(Council Meeting)</b>
Oath of Office	May 17, 2016
Runoff Date <b>(Earliest Date)</b> <b>(TBD EV Tentative June 01 – June 09, 2015)</b>	June 11, 2016
Canvass Runoff <b>(8<sup>th</sup> – 11<sup>th</sup> day)</b>	June 14, 2016 <b>(Council Meeting)</b>
Oath of Office	July 11, 2016

## ELECCIÓN GENERAL DEL 7 DE MAYO DE 2016

Publicar el aviso no más tarde del 30mo día anterior al primer día para presentar la solicitud indicando dónde pueden obtenerse los formularios de solicitud y las fechas para presentar la solicitud	14 de diciembre de 2015 <b>(El último día para publicar es el 21 de diciembre de 2015)</b> <b>Publicar en tableros y en internet</b>
Paquetes para candidatos disponibles	4 de enero de 2016
Primer día para presentar la solicitud de un lugar en la boleta	20 de enero de 2016
Último día para presentar la solicitud de un lugar en la boleta.	19 de febrero de 2016
Último día para convocar una Elección General	19 de febrero de 2016 <b>(Asamblea del CM el 1 de febrero de 2016)</b>
Primer día para aceptar solicitudes de boletas para votar por correo	8 de marzo de 2016
Último día para registrarse para votar	7 de abril de 2016
Primer día de Votación Anticipada en persona	25 de abril de 2016
Último día para solicitar una boleta por correo (recibida, no fechada)	22 de abril de 2016 <b>(Entrega en persona)</b> 26 de abril de 2016 <b>(mediodía)</b>
Último día de votación anticipada en persona	3 de mayo de 2016
Día de Elección	7 de mayo de 2016
Escrutinio de la Elección <b>(3er al 11er día)</b> Expedición de Certificado de Elección	10 de mayo de 2016 <b>(Asamblea del Consejo)</b>
Juramento al cargo	17 de mayo de 2016
Fecha del desempate <b>(fecha más temprana)</b> <b>(A ser determinada; fecha tentativa de votación anticipada 1 de junio - 9 de junio de 2015)</b>	11 de junio de 2016
Escrutinio del desempate <b>(8vo – 11er día)</b>	14 de junio de 2016 <b>(Asamblea del Consejo)</b>
Juramento al cargo	11 de julio de 2016